

**THE WASHINGTON TRUST COMPANY
CASH MANAGEMENT BUSINESS ONLINE BANKING AGREEMENT**

This Business Online Banking Agreement (the “**Agreement**”) is by and between The Washington Trust Company (the “**Bank**”) and the corporation, partnership, sole proprietorship or other commercial entity having its principal place of business in the continental United States (the “**Company**”) that has applied for, has been accepted to use and accesses or uses any of the electronic banking services that the Bank makes available online over the Internet (each, a “**Service**” and collectively, the “**Services**”).

Unless otherwise specified in this Agreement, the words “**we**,” “**us**,” and “**our**” mean the Bank and any third party service provider that the Bank, in its sole discretion, involves in the provision of any of the Services; the words “**you**” and “**your**” mean the Company and its Administrator and each of its Authorized Representatives; the word “**Administrator**” means any Company employee or other person that the Company designates as being its authorized representative, or as authorized to act on the Company’s behalf, with respect to any of the Services; the phrase “**Authorized Representative**” means any person the Administrator designates as being authorized to use any of the Services on the Company’s behalf; the word “**Agreement**” means this Business Online Banking Agreement, including all of the forms, documents, agreements or statements referenced therein, each as amended from time to time; the phrase “**Account Agreement**” means the Understanding Your Business Deposit Account Agreement between you and us which governs your Account (as defined below) and which was provided to you when you opened your Account or any other documents governing your Account, each as amended from time to time; the phrase “**Business Day**” means Monday through Friday, excluding Saturday, Sunday and federal holidays; and the phrase “**Business Hours**” means 8:30 a.m. to 5:00 p.m., Eastern Time. You and we agree as follows:

1. General. This Agreement describes the terms and conditions under which we will provide you with access to and use of the Services, the features of which currently include online account access (“**Account Access**”), online bill payment services (“**Bill Pay Service**”) and the other features discussed below. We may also from time to time introduce new features of the Services. We may notify you of the availability of these new features, and may from time to time amend this Agreement in any manner provided in Section 18 of this Agreement to reflect these new features.

2. You Agree. You agree to access and use the Services only for business or commercial purposes. You also agree to be bound by this Agreement each time you access or use the Services. You further acknowledge that any such access or use constitutes acceptance of the terms of this Agreement. You should read this Agreement carefully to understand how the Services work, as well as your rights and obligations if you choose to apply for and access or use any of the Services.

You are provided with this Agreement when you apply for the Services, or on your request. You should retain a copy of this Agreement for your files. You may print or download this Agreement to your computer. You may also contact us at 1-401-348-1200 or 1-800-475-2265 to request that a copy of this Agreement and any Account Agreement be mailed to you at your business address.

3. Your Certification. By applying for or accessing or using the Services, you certify that this Agreement has been duly adopted by you in conformity with applicable law and your organizational and governing instruments and that no action contemplated by this Agreement will contravene any such law or instrument. You further certify that no further approval by you or any third party is required to authorize this Agreement or any action taken or to be taken pursuant hereto and that this Agreement is your valid and legally binding obligation, enforceable against you in accordance with its terms. You agree to provide us with certified copies of appropriate resolutions or such other evidence of authority as we may request.

4. Using the Services. After we have approved your application, we will provide you with instructions on how to access or use the Services. We reserve the right to reject your application for the Services or to refuse your access or use of the Services for any reason and in our sole discretion.

We may, but are not required to, provide you with certain training for the Services free of charge upon your request at such times and locations as we may designate. You are solely responsible for all travel and other expenses associated with making your personnel available for such training at the times and locations we designate. To access or use the Services, you will also need to satisfy the following requirements:

(a) Services Accounts. You must designate a checking account you maintain with us for business or commercial purposes (the “**Checking Account**”) for use with the Services. You must maintain your Checking Account for as long as this Agreement is in effect. If your Checking Account is closed for any reason, this Agreement and your access to and use of the Services will be terminated automatically.

You may also link any other of your checking, savings, money market deposit, certificate of deposit or commercial loan accounts that you maintain with us for business or commercial purposes for use in connection with Account Access (collectively with the Checking Account, the “**Accounts**,” unless the context otherwise provides), as discussed more fully below. We reserve the right to deny any Account linkage under certain circumstances and in our sole discretion. You agree to maintain sufficient available funds in your Accounts for us to make Payments (as defined below) and transfers and to perform other Services. You agree that we may make a Payment or transfer or perform another Service even if such action causes one or more of your Accounts to be overdrawn. You agree that we may debit any overdraft fees or other related fees from your Accounts (or any other commercial deposit account that you maintain with us, if necessary). If we are unable to complete a Payment or transfer or perform any other Service for any reason associated with your Account, the Payment, transfer or other Service may not be completed and we will not notify you, unless we are required to do so by applicable law. We will not be liable to you or any third party, however, if we choose to make a Payment or transfer or to perform the Service.

You may also place stop payment orders. To be processed on the same business day, the stop payment request must be received by 3:00 p.m. Stop Payments received after 3:00 pm will be considered next business day. Stop Payments are governed by the terms and conditions set forth in the Account Agreement. To release a Stop Payment, you are required to contact the bank by telephone 1-401-348-1200 or 1-800-475-2265, or visit the bank in person.

(b) Computer Requirements. You will need an electronic mail (“**e-mail**”) address. You will also need to provide at your own expense a personal computer, all software and necessary telephone lines, Internet or other connections and equipment needed to access the Services (collectively, the “**Computer**”). Your Internet web browser software must support 128-bit encryption. You are responsible for the installation, maintenance and operation of the Computer and all related charges. We are not responsible for any errors or failures caused by any malfunction of your Computer or any Computer virus or related problems that may be associated with the use of the Services or the Computer. We also are not responsible for any losses or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software.

We will also provide you with a Business Online Banking Customer Security Control Requirements and Best Practices Checklist, which we recommend you carefully read and consider prior to executing.

5. Hours of Access. Unless otherwise provided for in this Agreement, you can use your Computer to access the Services 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods or interruption or delay beyond our control. We will post notice of any extended periods of non-availability when you access the Services.

6. Administrator and Authorized Representatives. You may only designate or have one Administrator at any one time. You are solely responsible for designating your Administrator. You may change your Administrator by providing us with certified copies of resolutions from your governing body, as applicable, and any other certificate or documentation specifying the person who is authorized to act on your behalf in this capacity that is acceptable to us. You must also provide us with a true and genuine copy of your Administrator’s signature.

Your Administrator may designate one or more Authorized Representatives. You accept as your sole responsibility your Administrator's designation of Authorized Representatives. You understand that your Administrator will control, and you authorize your Administrator to control, access by the Authorized Representatives of the Services through the issuance of Secondary Access IDs (as defined below). Your Administrator may change your Authorized Representatives by following the instructions provided in the help menu in the Service or Reference Guide provided to you upon enrollment. You will require your Administrator and each Authorized Representative to comply with all provisions of this Agreement and all other applicable agreements, and you guarantee that they will do so. You acknowledge and agree that you are fully responsible for the failure of your Administrator or any Authorized Representative to so comply.

Unless you tell us otherwise, you agree that we may consider your authorization for your Administrator and any Authorized Representative to be for unlimited amounts. You further agree that you are responsible for any Payment, transfer and other Services and charges incurred by your Administrator or any Authorized Representative, even if your authorization is exceeded. Whenever any of your Authorized Representatives leaves your employ or you revoke the authority of any of your Authorized Representatives to use the Services, you must notify your Administrator immediately. You remain responsible for all use of the Secondary Access IDs and the Services. Whenever your Administrator leaves your employ or you otherwise revoke the authority of your Administrator to use the Services, you must notify us in writing immediately. You remain fully responsible for all use of the Primary Access ID (as defined below) and the Services occurring before you notify us and we have had a reasonable opportunity to act upon your notice.

7. Access ID. Upon successful enrollment in the Services, you will be able to access Services from our web site located at www.washtrust.com or any web site that we may designate from time to time, using your Access IDs (as defined below). Upon notification from the Bank, the Administrator is assigned a Company login identification number ("Company ID"), an Administrator login identification number ("User ID") and User Password. When accessing the Services for the first time, your Administrator will be prompted to create a new User Password. The Company ID, User ID and User Password are collectively, the "Primary Access ID". For security reasons, the Services will prompt your Administrator to periodically change his or her User Password. Your Administrator may also change his or her User password from time to time and at his or her sole discretion.

You acknowledge that your Administrator will, and you authorize your Administrator to, issue to any Authorized Representative a secondary password and login identification number (each, a "Secondary Access ID" and collectively with the Primary Access ID, the "Access IDs"). You further acknowledge that your Administrator may, and authorize your Administrator to, change and eliminate any Secondary Access ID from time to time and in his or her sole discretion. You accept as your sole responsibility the selection, use, protection and maintenance of confidentiality of, and access to the Access IDs.

Should your Access IDs be entered incorrectly on 5 consecutive attempts, any attempt for access to the Services will be denied. If this happens, please call us at 1-401-348-1200 or 1-800-475-2265 on any Business Day during our Business Hours. We own your Access IDs, and you may not transfer them to any other person or entity. You agree to discontinue use of your Access IDs on our demand and on termination of this Agreement. If this Agreement is terminated, your Access IDs will be deactivated and may not be used to access the Services.

You are solely responsible for ensuring the confidentiality of your Access IDs. You agree to take reasonable precautions to safeguard your Access IDs and keep them confidential. You agree not to reveal your Access IDs to any unauthorized person and to notify us immediately if you believe that the confidentiality of your Primary Access ID has been compromised in any manner. You further agree to tell your Administrator if you believe that the confidentiality of any of your Secondary Access IDs have been compromised. You acknowledge and agree that the Access IDs are a commercially reasonable method for the purpose of verifying whether any Payments, transfers or other Services are authorized. You further acknowledge and agree that the Access IDs are not intended, and that it is commercially reasonable that the Access IDs are not intended, to detect any errors relating to or arising out of a Payment, transfer or any other Service.

Your Access IDs identify and authenticate you (including your Administrator and Authorized Representatives) to us when you use the Services. You authorize us to rely on your Access IDs to identify you when you use any of the Services and as signature authorization for any Payment, transfer or other Service. You acknowledge and agree that we are authorized to act on any and all communications or instructions received using your Access IDs, regardless of whether the communications or instructions are authorized. We do not control access by your Authorized Representatives to the Services. You acknowledge and agree that your Access ID's can be used to obtain specific services described in this Agreement and additional services (e.g., electronic direct credit services), subject to the terms and conditions set forth in separate Agreements.

8. Account Access. Subject to Section 11 of this Agreement, you can perform some or all of the following activities with Account Access: (a) transfer funds between the Accounts for any reason, except if your Account is a Sweep Account, (b) obtain balances and other transaction information about the Accounts, which information will generally be current as of the immediately preceding Business Day, (c) send and receive e-mail messages to and from us, (d) export information about the Accounts to money management software (e.g., Microsoft Money®, Quicken® or QuickBooks®), (e) set up automatic transfers between the Accounts, and (f) create customized reports of Account transactions.

If you make a deposit to any of your Accounts by transferring funds using Account Access before 5:00 p.m., Eastern Time, on any Business Day that we are open, we will consider that day to be the day we receive your deposit, unless we tell you otherwise. If you make a deposit to any of your Accounts by transferring funds using Account Access after 5:00 p.m., Eastern Time, on any Business Day or any day that is not a Business Day, we will consider your deposit to be received by us on the next Business Day we are open. Funds will be made available to you in accordance with the Your Ability to Withdraw Funds policy statement, a copy of which is included in an Account Agreement.

Linking Business and Personal Accounts. If you are a business owner or Account holder and the Administrator for an online profile and are an owner or Account holder of other Accounts, either business or personal, you may choose to link the Accounts on the same profile (using the same Primary Access ID). You understand that error resolution policies and other terms of the Online Service are different for business and personal Accounts, regardless of whether they appear on the same profile. Your online access to both Accounts must be the same (for example, you may not link an Account on which you have inquiry only access to an Account on which you have full access.) You agree to notify us if your access to or authority over any linked Account changes. We will not be liable for any unauthorized activity prior to notification or until we have had a reasonable opportunity to act.

YOU ACKNOWLEDGE THAT WE WILL NOT BE LIABLE FOR ANY ACCESS, MAINTENANCE, PAYMENTS, TRANSFERS OR OTHER TRANSACTIONS INVOLVING ANY ACCOUNT LINKED TO YOUR SERVICE BY ADDITIONAL USERS THAT OCCURS BEFORE YOU NOTIFY US OF CHANGES OR POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD REASONABLE OPPORTUNITY TO ACT. WE RESERVE THE RIGHT TO DECLINE A REQUEST TO LINK BUSINESS AND PERSONAL ACCOUNTS UNDER THE SAME PROFILE.

9. Bill Pay Service. (a) **Enrollment.** To enroll for the Bill Pay Service, you must access the "Bill Payment" section of the Services, designate any one of your Checking Accounts for use with the Bill Pay Service and comply with the following separate terms and conditions governing the Bill Pay Service. You may not designate any other Accounts for use with the Bill Pay Service.

(b) **Paying Bills.** After you have successfully enrolled for the Bill Pay Service, you generally can pay bills either on an automatic or recurring basis, or periodically as you request from time to time, to any of your creditors located in the United States (each, a "Payee") by providing us with the following information and instructions:

- Name and remittance address of your Payee, as shown on the invoice the Payee sent you;
- Payee account number;
- Amount of the payment for your Payee bill (the "Payment");
- Business Day on which the Payment should be issued; and
- Any other information necessary for the Bill Pay Service to issue a Payment on your behalf.

You may use the Bill Pay Service to request Payments in any amount, provided that your Checking Account has sufficient available funds and that the Payment will not cause your Checking Account to be overdrawn. All Payments must be denominated in U.S. dollars. You may not use the Bill Pay Service to make tax payments to the Internal Revenue Service or any state or other governmental agency, court-ordered payments, or payments to Payees located outside the United States. We also reserve the right and will notify you if we refuse to pay any other Payee you designate from time to time. We will not be liable to you or any third party for any Payment we refuse to make.

(c) Scheduling Payments. When you provide us with your Payment information and instructions, you authorize the Bill Pay Service to rely on such information, follow such instructions, debit your Checking Account in the amount of the Payment and send the Payment on your behalf to the Payee. The Bill Pay Service will not send any Payment or debit your Checking Account unless and until you authorize it to do so. You agree that the use of your Access IDs and the provision of your Payment information and instructions will have the same effect as your signature authorizing us to debit the amount of the Payment from your Checking Account. The payment amount cannot exceed \$9999.99.

You understand and acknowledge that your Payment information and instructions must be established in the Bill Pay Service in a timely manner so as to afford us a reasonable opportunity to act on and process your Payment information and instructions. You should schedule the Bill Pay Service to issue a Payment at least 7 Business Days in advance of the Payment due date for payments issued by check and at least 3 business days for electronic payments. You further understand and acknowledge that we are not responsible for delays due to circumstances beyond our control (e.g., delays in handling and posting Payments by Payees). You are fully responsible for any late fees, finance charges or other actions that may be imposed as a result of your failure to timely establish your Payment information and instructions with the Bill Pay Service. Payment information and instructions provided to the Bill Pay Service on a day that is not a Business Day or after 12:00 p.m., Eastern Time, on any Business Day will be considered received by us on the next Business Day we are open for business.

(d) Issuing Payments. Payments will only be issued on the Business Day you instruct the Bill Pay Service to issue the Payment to your Payee. If you schedule a Payment to be issued on a day that is not a Business Day, the Bill Pay Service will issue the Payment on the next Business Day that we are open for business. Payments may be made by transferring funds electronically to your Payee or by sending your Payee a paper check. We will debit your Checking Account in the amount of the Payment on the next Business Day on which the Payment is issued to your Payee.

If there are any circumstances under which we cannot make a Payment because of your Checking Account does not have sufficient available funds, the Payment will not be made. We will attempt to tell you by sending you a notice by U.S. mail. We will not be liable to you or any third party if a Payment is not made under these circumstances. In any event, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment with the Bill Pay Service. In the case of automatic or recurring Payments, only the Payment currently scheduled will be canceled and not any Payment that you have authorized the Bill Pay Service to issue on any subsequent date.

(e) Canceling or Changing Payments. You may cancel or change a Payment by calling the Bill Pay Service operated by Metavante, our third party provider at 1-800-823-7555, or by following the instructions provided for by the Bill Pay Service. Payments must be canceled or changed using the Bill Pay Service prior to 12:00 p.m., Eastern Time, on the Business Day the Payment is scheduled to be issued to the Payee. Although we will make every effort to accommodate a cancel or change request, we will have no liability for failing to do so if we have not received your request in a timely manner.

(f) Stopping Payments. If you authorize a Payment, including a recurring or automatic Payment, you may ask us not to pay it but only if we have not debited your Checking Account in the amount of the Payment. You can do this by calling the Bill Pay Service operated by Metavante, our third party provider at 1-800-823-7555. Any such request must be timely and reasonably describe the Payment by the exact dollar amount of the Payment, the name of the Payee and any other information that would assist us in identifying the Payment. We must receive your request in such a way and in time for us to be able to act on it. Oral requests are valid only for 14 days. If you do not confirm your oral request in writing during this time period, and the Payment is scheduled to be issued following the expiration of this time period, we may issue the Payment without any liability to you. If you would like your request to remain effective for a longer period of time, you must provide us with a written request. A written request will be valid for 6 months, unless you renew your request before the expiration of this time period. Otherwise, if you do not timely renew your request in writing before the expiration of this time period and the Payment is scheduled to be issued following the expiration of this time period, we may issue the Payment without any liability to you. Although we will make every effort to accommodate a stop Payment request, we will have no liability for failing to do so if we have not received your request in a timely manner. We will charge you a fee for each such request you make. This fee is disclosed in our Fee Schedule.

10. Wire Transfers; Automated Clearing House (ACH) Transfers; Electronic Funds Tax Payment Service (EFTPS): You may use the Online Banking service (i) to instruct the Bank to wire transfer funds, in a specified amount, from an Online Account to another account of yours or to a specified third party on your behalf; or (ii) to make an ACH debit or credit to an Online Account or to an account of yours or a third party at the Bank or at another financial institution; or (iii) to make an EFTPS federal tax payment and or state tax payment in the United States. If you use these services, you acknowledge and agree to the terms and agreements set forth in the Business Terms and Conditions of Your Account; the Electronic Funds Transfers Agreement; the Cash Management Business Online Banking Agreement and or the Automated Clearing House ("ACH") Transfer Agreement, and or the Funds Transfers Agreement and Authorization. If you use the EFTPS payment service you must obtain authorization from the Internal Revenue Service before initiating a payment through the online banking service.

11. Other Services. You may also perform other services with the Services as we expand the type of services available therewith. We will inform you by U.S. mail and provide you with additional information at www.washtrust.com when these services become available.

12. Services Limitations. The activities you can perform using the Account Access, the Bill Pay Service and the other features of the Services are limited to the extent, and subject to the terms, disclosed in this Agreement; the Account Agreement; the ACH Transfer Agreement; the Electronic Fund Transfers; or Fund Transfers Agreement. You should refer to these agreements for applicable limitations and related service charges and fees.

13. Debiting Your Accounts. You acknowledge and agree that you are responsible for, and you authorize us to charge and automatically debit from your Accounts (or any other commercial deposit account that you maintain with us, if necessary), the amount of a transfer, Payment or other Service on or after the date we execute the transfer, Payment or other Service. Fees and other amounts incurred in connection with the use of the Services, which are in addition to other fees provided for in the Account Agreement, are disclosed in our Fee Schedule and will be deducted from your Checking Account, even if you do not use the Services during a given month or statement cycle, as applicable, on the date such fees or other amounts are due. The Bill Pay Service monthly fees cover service for the previous month and are effective upon your enrollment in the Bill Pay Service. If your Checking Account has insufficient funds to cover fees incurred in connection with the Services, we may deduct the amount of such fees from your other Accounts or other commercial deposit accounts you maintain with us, cancel your access to and use of the Services, and terminate this Agreement immediately.

You are also responsible for all charges incurred in connecting to the Services, including any sales taxes, fees or similar charges imposed by federal, state or local governments where you are located and conduct your business and all charges incurred in connection with or related to the use of your Computer, such as telephone charges and charges by any Internet or other service provider providing your Internet connection to the Services.

14. Compliance: You and we agree that all Payments, transfers and other Services will be subject to and will comply with the laws of the U.S., including without limitation, any applicable federal and state laws and regulations, the operating circulars of the Federal Reserve System, and the operating rules of networks, associations and systems, such as the rules of the National Automated Clearing House Association and any regional automated clearing house that we use from time to time to provide the Services, each as amended from time to time. You acknowledge that no Services will be initiated that violate the laws of the U.S.

15. Your Liability. You are solely responsible for, and authorize us to charge and automatically deduct from your Accounts (or any other commercial deposit accounts you maintain with us, if necessary), the amount of each Payment, transfer or other Service made and charges incurred with the Services, even if you did not authorize the Payment, transfer or other Service. You agree to indemnify us and hold us harmless from and against any and all losses, liabilities, claims, damages or expenses (including attorneys' fees and court costs and expenses) arising from or related to the use of the Services.

If you have reason to believe that your Primary Access ID has been lost, stolen or used (or may be used) or that a Payment, transfer or other Service has been or may be made with your Primary Access ID without your permission, you must call us at 1-401-348-1200 or 1-800-475-2265 on any Business Day at any time during our Business Hours.

If you have reason to believe that any of your Secondary Access IDs have been lost, stolen or used (or may be used) or that a Payment, transfer or other Service has been or may be made with any of your Secondary Access IDs without your permission, you must contact your Administrator. Your Administrator must deactivate, and has the sole responsibility for deactivating, any such Secondary Access ID. We will not be liable for any unauthorized transaction that occurs with a Secondary Access ID.

16. Our Liability: Unless expressly prohibited or otherwise restricted by applicable law or this Agreement, you acknowledge and agree that our liability is limited as follows: We shall not be liable to you or any third party for performing or failing to perform the Services, except for our gross negligence or willful misconduct in connection with our performance of (or failure to perform) any of the Services.

Without limiting the generality of the foregoing, we shall not be liable for delays or mistakes which happen because of reasons beyond our control, including without limitation, acts of civil, military or banking authorities, national emergencies, war, riots, unavoidable difficulties with our equipment or the Services, any errors in information provided through the Services, any difficulties caused by any Internet or other service provider or browser software or any Computer failure, whether caused by a virus, loss of electricity or otherwise. If, for any reason, we are adjudged liable to you, your recovery will be limited to your actual damages, and in no event shall include any consequential, special, punitive or indirect or lost profits, regardless of whether you advised us or we otherwise knew of the likelihood of such losses or damages.

17. Warranty Disclaimer. UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT USE OF THE SERVICES BY ANY MEANS AND THE COMPUTER IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED "AS IS," AND WE DO NOT MAKE ANY WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, WARRANTIES, EITHER EXPRESS OR IMPLIED, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

18. Terminating this Agreement. We reserve the right to terminate this Agreement, in whole or in part, for any reason and at any time without notifying you. You also have a right to terminate this Agreement and your use of your Access IDs and the Services by sending us written notice at any time via e-mail, fax or U.S. mail in accordance with the instructions set forth in Section 19 of this Agreement. Any request to terminate your use of the Services will be effective only after we have had a reasonable opportunity to act on such request.

If this Agreement is terminated for any reason, you must cancel all future Payments, transfers and other Services, including any automatic or recurring Payment or transfer. We may continue to make Payments and transfers and to perform other Services that you have previously authorized or may subsequently authorize; however, we are not under any obligation to do so. We will not be liable if we choose to make any Payment or transfer or to perform any other Service that you have previously authorized or subsequently authorize after this Agreement terminates.

Any termination of this Agreement, whether initiated by you or us, will not affect any of your or our rights and obligations under this Agreement which have arisen before the effective date of termination of this Agreement, even if we allow a Payment or transfer to be completed with your Access IDs after this Agreement has been terminated.

19. Changes to this Agreement. We may, in our sole discretion and from time to time, change any of the terms of, or add new terms to, this Agreement. Any such change will generally be effective immediately without notice to you unless we are required by applicable law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective immediately after we have provided you with the required advance written notice following the effective date stated in such notice. You will be deemed to accept any changes to this Agreement if you access or use any of the Services after the date on which the change became effective. No change to this Agreement will affect any of your obligations under this Agreement, including without limitation, your obligation to pay us all amounts owing under this Agreement.

20. Notices. Any notice or communication that you are required or permitted to give us under this Agreement must be in writing and delivered to us in any one of the following ways:

<i>Method of Notification</i>	<i>Send To:</i>
E-Mail	Info@washtrust.com
U.S. Mail	THE WASHINGTON TRUST COMPANY c/o Online Services 23 Broad Street, Westerly, Rhode Island 02891 attn: Business Online Banking
Fax	401-348-1600

To the extent permitted by applicable law, any such correspondence will not be effective until we receive and have had a reasonable opportunity to act upon such correspondence. Any written correspondence we send to you will, however, be effective and deemed delivered when mailed to you at your business mailing address as it appears on our records, unless you provide us with written notice of any change in your business mailing address and we have had a reasonable opportunity to act on your notice. You agree to tell us promptly of any changes of information.

21. Periodic Statements. Your Account statement will reflect all Payments, transfers and other transactions made using the Services and will be delivered to you in a manner consistent with the applicable Account Agreement. You agree to carefully review your Account statement promptly after you receive it and to report any unauthorized Payments, transfers or other transactions made using the Services to us as soon as possible and as stated in your Account Agreement.

22. Online Statements. You may request to receive your disclosures and statements of account delivered to you in electronic form. You understand that this agreement applies to all statements and disclosures related to your accounts at THE WASHINGTON TRUST COMPANY, including:

- Savings and checking account statements, whether delivered monthly or quarterly
- All disclosures normally required to be made by law, in connection with any service you may have or which you may obtain in the future from THE WASHINGTON TRUST COMPANY

You understand that not all such disclosures are now available electronically from THE WASHINGTON TRUST COMPANY and that THE WASHINGTON TRUST COMPANY may, from time to time, notify you electronically of the availability of such disclosures and statements in electronic form. At such time as they do become available, THE WASHINGTON TRUST COMPANY will begin to send them to you electronically and you agree to waive receiving them in paper form. THE WASHINGTON TRUST COMPANY will notify you by email when your statement is available for viewing. You understand that you consent to receive statements and disclosures electronically and you can also request to receive said statements and disclosures in paper form. You can decide not to solely receive documents electronically and begin receiving documents on paper by withdrawing this consent. You may withdraw consent for solely receiving disclosures and statements in electronic form by contacting THE WASHINGTON TRUST COMPANY at 800-475-2265 or following these steps:

1. Sign into THE WASHINGTON TRUST COMPANY'S Internet Banking
2. Click on "Online Requests"
3. Under Forms, Click on "Suppress Paper Statements"
4. Select the account(s) to waive the mailing of the paper statement
5. Click on "Submit" and
6. Wait for confirmation message.

You agree to make this change at least one week prior to the next statement cycle or required disclosure cycle. You may from time to time desire a single paper copy of a statement or disclosure. In that event you may obtain one by calling THE WASHINGTON TRUST COMPANY at (800) 475-2265, emailing a request for the paper copy to THE WASHINGTON TRUST COMPANY at info@washtrust.com, or by requesting a copy in writing at THE WASHINGTON TRUST COMPANY, 23 Broad Street, Westerly, RI 02891. If you require more than three such copies within any 30-day period, THE WASHINGTON TRUST COMPANY may suggest that you discontinue the electronic service and resume receiving paper copies. See our Fee Schedule for any costs. For purposes of receiving notices you must provide your email address on the Business Online Banking Application. If you change your email address, you will notify THE WASHINGTON TRUST COMPANY of your new address within 30 days, so your next disclosure, statement or document may still be received electronically.

You acknowledge that you are the owner of a personal computer, or similar device or have regular access to a personal computer or similar device which provides you with access to THE WASHINGTON TRUST COMPANY'S Internet banking and on which you can retrieve electronic mail notices from THE WASHINGTON TRUST COMPANY. Your computer has sufficient memory to store electronic records. This computer is capable of running a minimum web browser version of Internet Explorer 7.0, Firefox 4.0, Safari 5.0, or Google Chrome with an equivalent or higher version, and a minimum of 128-bit encryption capability. To view your bank statement you will need Adobe Acrobat Reader 7.0 or greater. This product is available for free and can be downloaded at <http://www.adobe.com>. If spam restrictions are configured on your computer through security software or Internet providers, you will need to allow email to be received from info@washtrust.com. If THE WASHINGTON TRUST COMPANY changes hardware or software requirements, THE WASHINGTON TRUST COMPANY will notify you in advance of the new requirements before the change takes place by email. You will be able to choose whether or not you still agree to receive disclosures and statement of accounts in electronic format. If not, you will be able to withdraw your consent at that time.

NO WARRANTY FOR CONTINUOUS SERVICE OR UNINTERRUPTED SERVICE. BECAUSE THE INTERNET IS UNPREDICTABLE, WE DO NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO YOUR BANK STATEMENTS THROUGH THE INTERNET. HOWEVER SHOULD YOU BE UNABLE TO ACCESS YOUR STATEMENTS, YOU CAN CALL THE WASHINGTON TRUST COMPANY AT (800) 475-2265 OR EMAIL US AT INFO@WASHTRUST.COM AND REQUEST A COPY OF YOUR STATEMENT.

You agree that when you receive statements electronically, you will faithfully and promptly review the statements to ensure that there are no errors in the statement and that there has been no unauthorized use of my accounts. If you discover any such errors or unauthorized use, you will contact THE WASHINGTON TRUST COMPANY immediately by telephone or email and file an appropriate report to protect your interests in your personal assets and to stop any potential fraud or misuse of your account as soon as possible.

23. Monitoring and Recording. You acknowledge that your telephone calls and other communications you provide to us may be monitored and recorded for training and quality control purposes. You agree that we may, and authorize us to, monitor, record, retain and reproduce your telephone calls and any other communications you provide to us, regardless of how transmitted to us, as evidence of your authorization to act in connection with any Payment, transfer or other Service. We will not be liable to you or any third party for any losses or damages that are incurred as a result of these actions. We are not, however, under any obligation to monitor, record, retain or reproduce such items, unless required to do so by applicable law.

24. Entire Agreement. You acknowledge that any use of the Services constitutes acceptance of the terms of this Agreement, and that this Agreement contains the entire and final agreement and expressly supersedes all prior agreements and understandings, both written and oral, between you and us concerning the Services.

Your Accounts will also be governed by the Account Agreement. If any provision of the Account Agreement is inconsistent with a provision of this Agreement, the provisions of this Agreement, as amended, will apply to the Services.

25. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Rhode Island and the applicable laws of the United States. In the event of a conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

26. Severability. If any provision of this Agreement is determined to be invalid or unenforceable by a court or any governmental agency having competent jurisdiction that provision shall be enforced to the fullest extent permitted by that court or agency, and the remainder shall no longer be considered part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

27. No Waiver: No waiver of any right or obligation under this Agreement by us on any occasion will constitute a waiver of that right on any subsequent occasion. In any event, no waiver by us of any right of ours is effective against us unless it is in a writing signed by us.

28. Assignment. We may, at any time, assign this Agreement, including our rights, interests and obligations thereunder, in whole or in part, or delegate any of our responsibilities under this Agreement to any other person or entity without notice to or consent from you. You may not assign this Agreement, including any of your rights, interests or obligations thereunder, in whole or in part, or delegate any of your obligations under this Agreement, without our prior written consent. We are not under any obligation to give our consent, and any attempt to assign this Agreement without our written consent shall be null and void.

29. Relationship. You and we are not partners, joint venturers or agents of each other as a result of this Agreement.

30. Successors: This Agreement shall be binding upon and inure to the benefit of you and us, and your and our successors and permitted assigns. However, this Agreement will not benefit or be binding upon any executor, administrator, personal representative, guardian or conservator of your Administrator or any of your Authorized Representatives.

31. Section Headings. The headings used in this Agreement are for convenience only and do not in any way limit or define your or our rights or obligations under this Agreement.

Member FDIC

Quicken and QuickBooks is a registered trademark of Intuit Inc.
Microsoft Money is a registered trademark of Microsoft Corporation