

This eStatement Agreement ("Agreement") applies to all checking, savings and money market accounts ("Account") you have with The Fauquier Bank. By choosing to receive a Personal Online Banking eStatement ("eStatement"), you will receive your first eStatement on your next regularly scheduled statement date. If you no longer wish to receive eStatements for a particular Account, you can request to return to paper statements by contacting the bank. Should you have questions regarding this information, contact our Customer Care Center (540) 347-2700 or (703) 366-1600 or toll-free (800) 638-3798. The words "we," "us" and "our" mean The Fauquier Bank branch with which you have your Account, and the words "you" and "your" mean you, the individual who is identified on the Account as the owner or authorized signer on the Account(s) listed on the Account Preferences screen. As used in this Agreement, "Disclosure" means any account statement, authorization, agreement, disclosure, notice, or other information related to your Account including, but not limited to, information that we are required by law to provide in writing.

DISCLOSURES WE WILL PROVIDE TO YOU ELECTRONICALLY

When you activate eStatements associated with your Account(s), you agree that we may provide you with any Disclosures relating to your Account(s) in electronic format, and that we will discontinue sending paper Disclosures to you. We will only provide Disclosures to you electronically unless and until you withdraw your consent as described below. Your consent to receive Disclosures electronically includes, but is not limited to Account statements and related Disclosures; initial Disclosures or agreements for your Account(s) or associated payment features; notices or Disclosures about a change or amendments in the terms of your Account(s) or associated payment feature; and privacy policies and privacy statements.

HOW WE WILL PROVIDE DISCLOSURES ELECTRONICALLY

All Disclosures will be provided to you electronically in one of several ways. These are either by email at the most current address we have on record, by access to a website that we will identify in an e-mail notice we send to you at the time the information is available, or to the extent permissible by law, by access to a website that we will identify in advance for such purpose.

You may view the e-mail address we have on file by clicking the Options button within Personal Online Banking. Your email address can be edited from this screen as well.

HOW YOU CAN WITHDRAW CONSENT TO RECEIVE eSTATEMENTS AND DISCLOSURES ELECTRONICALLY

You may withdraw your consent to receive eStatements and Disclosures electronically for any of your Accounts by either changing your Electronic Statement preferences found within the Account Preferences screen within Personal Online Banking or contacting us by telephone or in writing. We may treat an invalid e-mail address or the subsequent malfunction of a previously valid address as a withdrawal of your consent to receive eStatements and Disclosures electronically. We will not charge you a fee to process the withdrawal of your consent. If you withdraw your consent to receive

eStatement Agreement

eStatements and Disclosures electronically, the withdrawal will become effective after your request is processed.

HOW YOU CAN UPDATE YOUR RECORDS

It is your responsibility to provide us with an accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s). You must maintain and promptly update this information with any changes. You can update your e-mail address within Administration in Personal Online Banking. Refer to Section 2 (How We Will Provide Disclosures Electronically). To update all other information, call us at our Customer Care Center (540) 347-2700 or (703) 366-1600 or toll-free (800) 638-3798.

HARDWARE AND SOFTWARE REQUIREMENTS

In order to access, view, and retain electronic Disclosures, you must have a personal computer, operating system and a telecommunication connection to the Internet capable of receiving, accessing, displaying and either printing or storing Disclosures you receive from us electronically via a plain text formatted e-mail or by access to our website using one of the browsers specified listed below.

Your browser is an important part of the overall security measures designed to protect your Internet banking transactions. Please consult the information below to make sure you are using supported browser/system requirements.

Screen Resolution set to 800 X 600 or higher

Cookies enabled. (First and 3rd Party) for specific domain secureinternetbank.com

JavaScript enabled

Active X enabled

Adobe Reader 5.0 or higher

an e-mail account with an Internet service provider and the appropriate software

Please click on any of the following links to download the latest version of supported browsers. Prior to download please review each browser's system requirements.

Minimum Operating System / Browser Requirements with the most recent browser download links.	Encryption	Access
<p><u>Windows XP, Vista, 7 (32 and 64 bit)</u> Internet Explorer 9 Opera 11 Firefox 10 Google Chrome 13 Apple Safari 5</p>	128 bit	Yes

<p>Macintosh OSX Opera 11 Firefox 10 Apple Safari 5</p>	<p>128 bit</p>	<p>Yes</p>
---	----------------	------------

HOW TO REQUEST PAPER COPIES

To request a paper copy, contact our Customer Care Center (540) 347-2700 or (703) 366-1600 or toll-free (800) 638-3798. You may incur a service charge for the delivery of paper copies of any Disclosures provided to you electronically pursuant to your authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Disclosure. We will not send you a paper copy of any Disclosure unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of a Disclosure provided to you electronically either by printing it yourself or by requesting that we mail you a paper copy. Such request must be made no later than seven years after we first provided the Disclosure to you electronically.

DISCLOSURES IN WRITING

All Disclosures we provide to you, regardless of the format, will be considered "in writing." You should print or download a copy of your eStatements, this Agreement, your initial authorization to receive eStatements plus any changes to that authorization, and any other important Disclosures for your records.

APPLICATION OF FEDERAL LAW

You acknowledge and agree that your consent to receive Disclosures electronically is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

TERMINATION/CHANGES

We reserve the right, at our sole discretion, to discontinue providing Disclosures to you electronically, or to change or terminate the terms and conditions under which we provide Disclosures electronically. We will provide you with notice of any such termination or change as required by law.