



MASTER TREASURY MANAGEMENT SERVICES AGREEMENT

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I. INTRODUCTION

WELCOME TO FIRST CITIZENS BANK

At First Citizens Bank, we strive to be your first choice for business banking services. First Citizens Bank is committed to outstanding service and to the communities we serve. We offer a variety of treasury management products and services to our business customers to assist them in meeting their banking, financial and business needs.

Thank you for banking with First Citizens Bank. We look forward to serving you.

II. YOUR AGREEMENT WITH US

OUR AGREEMENT

As used throughout this complete document, the terms “Bank,” “we,” “us,” “our” and “ours” refer to First-Citizens Bank & Trust Company. The terms “you,” “your,” “yours” refer to the First Citizens Bank customer enrolled in a treasury management service and all persons acting on the customer’s behalf with respect to a service (collectively, “Customer”). “TMS” refers to First Citizens Bank Treasury Management Services and “TMS Agreement” refers to this First Citizens Bank Master Treasury Management Services Agreement. Other capitalized terms used below and throughout this complete document and not defined have the meaning given them elsewhere in this TMS Agreement.

The TMS Agreement contains important information about your accounts and the Services (individually, each a “Service,” collectively, the “Services”). Certain of those Services are subject to and governed by the TMS Agreement. Your use of the Services also is subject to the First Citizens Bank Deposit Account Agreement, which governs your deposit accounts with us that are used in conjunction with the Services, any other customer agreements governing Bank products and services that you use in conjunction with the Services, and all applicable federal and state laws and regulations. By signing the signature card for your account(s), you confirm that you have received the TMS Agreement, and that you have reviewed, understood, and agreed to the terms and conditions and other information contained therein. If you request additional Services in the future, they will be governed by the TMS Agreement unless we advise you otherwise. This TMS Agreement supersedes all prior agreements between you and us for a Service.

Your use of one or more of the Services constitute your acceptance of all provisions of the TMS Agreement as amended from time to time and your agreement that the TMS Agreement is legally binding on you. We may at any time add or remove Services and/or revise the TMS Agreement. We will provide you notice of such changes as stated in the general terms and conditions section below or as required by applicable law. Your use of a Service on or after the effective date of such changes constitutes your acceptance and agreement with the amendment, modification, or changes.

III. GENERAL TERMS AND CONDITIONS

1. ENROLLMENT; AUTHORIZATION; USE

- 1.1 You have requested that we provide you with one or more of the Treasury Management services we offer to our business customers. We agree to provide the services subject to the TMS General Terms and Conditions

of the TMS Agreement, as further defined below. The term “Service” or “Services” refers to the Treasury Management services that are governed by the TMS Agreement and in which you are enrolled. Our records are conclusive as to the Services for which you have been approved and are enrolled. Your use of a Service and your obligations under the TMS Agreement begin on the date we activate the Service for you on our systems.

- 1.2 Your use of the Services is subject to: (i) our approval, (ii) your fulfillment of our enrollment requirements, (iii) our receipt of all required and properly executed forms, authorizations and such other information as we reasonably may request from time to time in connection with the Services, including, without limitation, such information about your financial condition as we reasonably deem necessary to evaluate and mitigate our risks with respect to your use of a Service, and (iv) your compliance with the TMS Agreement, all of our Services-related requirements and all laws, regulations and rules applicable to the Services and your use of the Services. In connection with our right set forth in subsection (iii) above to obtain information about your credit standing, you agree that we may, from time to time, investigate your credit and the credit of your principals with any credit bureaus, including consumer reporting agencies.
- 1.3 You represent and warrant that all information you provide us in connection with your enrollment and use of the Services is accurate and complete as of the time it is provided. You will promptly notify us of any material changes to information you have provided.
- 1.4 (a) You will access and use the Services only as permitted by the TMS Agreement and for the intended purpose of the Services, and only for the legitimate business purposes of your business. You will not use the Services in any manner or for any purpose that violates applicable law, including, without limitation, any federal, state, or local laws or regulations or the rules or regulations of any clearing house or third party system or network.

(b) Without limiting the generality of the foregoing: (i) you agree to comply with and be bound by the rules of the National Automated Clearing House Association (“Nacha”) in effect from time to time with respect to all automated clearing house (“ACH”) transactions conducted in conjunction with a Service (“ACH Rules”); (ii) you will not initiate any transactions through the Services in violation of the requirements or sanctions of the federal Office of Foreign Assets Control (“OFAC”) or act on behalf of, or transmit funds to or from, any party subject to OFAC sanctions; and (iii) unless you have disclosed to us that your business is engaged or involved in internet gambling and provided us with all required documentation in that regard, you will not use the Services in connection with an internet gambling business or to process restricted transactions under the federal Unlawful Internet Gambling Act and/or its implementing regulations. You agree to indemnify and hold us harmless for all fines, penalties, sanctions or other liability imposed on us as a result of your violation of any federal, state, or local laws or regulations or the rules or regulations of any clearing house or third party system or network. We reserve the right to review and monitor your use of the Services for security, legal, compliance, fraud and any other legitimate purpose as permitted by law.
- 1.5 Your enrollment in and/or use of a Service constitutes your authorization of us and our agents and Third Party Service Providers to provide the Service in accordance with the TMS Agreement, perform all necessary functions related thereto and act as your agent and on your behalf in our performance of the Services.

2. TREASURY MANAGEMENT SERVICES AGREEMENT (“TMS AGREEMENT”)

- 2.1 The TMS Agreement consists of all of the following: (i) these TMS General Terms and Conditions, which apply to all of the Services, (ii) the additional terms and conditions specific to a Service as stated in the section of the TMS Agreement related to the particular Service (“Service Agreements”), and (iii) reference to other instructions, requirements, forms, documents or materials we may make available to you from time to time (whether in paper or electronic form) in connection with your use of a Service (collectively, “User Guides”).

Each of these documents contains important information concerning the Services and your use of the Services. Your enrollment in and/or use of a Service constitutes your agreement to comply with and be bound by the TMS Agreement, the TMS General Terms and Conditions, and each of the Service Agreements or User Guides (if applicable), as they may be amended from time to time. Please keep the TMS Agreement, TMS General Terms and Conditions, Service Agreements, User Guides, and additional materials with your records for future reference.

- 22 In the event of a conflict between these TMS General Terms and Conditions and any other documents, the TMS General Terms and Conditions will control but only as to the particular Service involved and only to the extent of the conflict. In the event of a conflict between a Service Agreement and/or a User Guide and these TMS General Terms and Conditions, the Service Agreements will control but only as to the particular Service involved and only to the extent of the conflict.
- 23 The TMS Agreement automatically replaces and supersedes all prior agreements between you and us for a specific Service, notwithstanding any provisions to the contrary in such agreements including, without limitation, provisions regarding amendments, notices, termination, or signatures.
- 24 You may add Services from time to time subject to our approval and enrollment requirements for the Service. When you add a new Service, we will provide you with a TMS Agreement and if applicable, User Guides for that Service. Effective beginning on the date we activate the new Service for you, and without any further acts on your part or our part, or any signatures by either party, (i) the User Guides (if applicable) and any additional Service Agreements for the new Service become a part of the TMS Agreement, and (ii) the signature card that we have on file for you apply to the new Service as will the then current version of these TMS General Terms and Conditions, including any future amendments thereto. We reserve the right to change or terminate Services at any time. Our termination of a Service is subject to the Termination section below. We will notify you in advance of changes to the Services or our Services requirements that will materially affect your use of a Service. You will comply with such changes promptly and in accordance with any specific time periods we may reasonably require subject to your right to terminate a Service as provided in the Termination section below. You are solely responsible for all costs you may incur in connection with changes to a Service.
- 25 In limited circumstances, not all business customer services offered by us are covered by the TMS Agreement. We may require that you sign or electronically agree to a separate, stand-alone agreement for certain services, and in such cases, the separate agreement applicable to the particular service will govern your use of that service.
- 26 As used in the TMS Agreement, the term "Business Day" means a weekday (Monday through Friday) when we are open for regular business activity, excluding the following federal holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. For federal holidays falling on a Saturday, we will be open for business on the preceding Friday. For federal holidays falling on a Sunday, we will be closed the following Monday.

3. SERVICE ACCOUNTS

- 3.1 We provide one or more of the Services in connection with certain deposit accounts you maintain with us ("Service Account(s)" or "Account(s)"). Service Accounts are subject to our approval. We will advise you of any restrictions or limitations that apply to Service Accounts. You will comply with such restrictions or limitations and will not use or attempt to use any account with a Service that we have not expressly approved as a Service Account for that Service.

- 3.2 Your enrollment in and/or use of a Service constitutes your authorization of us and our agents to take any and all actions with respect to your Service Accounts as reasonably necessary for our performance of the Services, including, without limitation, the authority to credit, debit and transfer funds in your Service Accounts, and to process and generally act on your behalf in performing Service-related transactions involving your Service Accounts.
- 3.3 Your Service Accounts, including Service-related transactions in your Accounts, are governed by and subject to the First Citizens Bank Deposit Account Agreement, as amended from time to time ("Deposit Account Agreement"). The Deposit Account Agreement is incorporated herein by reference. In the event of a conflict between the TMS Agreement and the Deposit Account Agreement, the TMS Agreement will control but only as to the particular Service, Service Account or Service feature involved and only to the extent of the conflict, provided, however, that nothing contained in the TMS Agreement shall be interpreted to limit our rights and remedies under the Deposit Account Agreement with respect to your Service Accounts. You remain obligated to pay all fees and charges required under the Deposit Account Agreement with respect to your Service Accounts, including fees and charges arising from Service-related transactions in your Accounts.
- 3.4 We will process and post Service transactions in your Service Accounts as described in the applicable Service Agreements or User Guides. In the absence of specific provisions in the Service Agreements or User Guides, we will process and post Service transactions in your Service Account in accordance with our normal deposit account processing and posting procedures and times. Funds credited to your Service Account as a result of a Service transaction will be available for your use in accordance with our Funds Availability Policy as set forth in the Deposit Account Agreement, as amended from time to time. Debits, credits and other activity in your Service Account will be reflected in the regular deposit account statement you receive for the Service Account, and, if you are enrolled in Commercial Advantage, will also be available to you online.
- 3.5 You will maintain sufficient available funds in your Service Account to cover debits, withdrawals or transfers of funds from the Account at the time such debits, withdrawals or transfers are reasonably anticipated to occur under the applicable Service. We may at any time and without prior notice to you refuse, delay, or suspend performance of all or a portion of the Services if the applicable Service Account does not contain sufficient funds.
- 3.6 For certain Services, you may request that we include deposit accounts titled in the name of your affiliated entities ("Affiliate") as Service Accounts. We may agree to do so or not within our sole discretion and subject to our conditions. At our request, you must provide us with (i) written authorization from an Affiliate that to our satisfaction authorizes us to include the Affiliate's accounts as Service Accounts and to act solely on your instructions with respect to such accounts, and (ii) such other Affiliate information or authorizations as we may reasonably request. You represent and warrant to us that all Affiliate information you provide is current and accurate and that all Affiliate authorizations are genuine and are the official and legally binding acts of the Affiliate. You will notify us immediately of any changes to Affiliate information or authorizations you have provided us. You and your Affiliates shall be bound by the terms of the TMS Agreement, and you agree to defend, indemnify and hold us harmless from any claim of any nature whatsoever by an Affiliate or any other third party arising out of your instructions and/or our performance of the Services in connection with the Affiliate's accounts.

4. SERVICE FEES

You agree to pay us our fees and charges for the Services, as amended from time to time ("Service Fees"). At your request, we will provide you with a statement of our current Service Fees for the Services we are providing you. We may increase the Service Fees or add new Service Fees from time to time and will provide you prior notice of such changes. We may require that the Service Fees be paid (i) by debit from a deposit account that you have with us and that we agree will be designated for that purpose, (ii) through account analysis billing as applied to your designated account, or (iii) by such other method as we may agree. You authorize us to collect the Service Fees from your designated account in the method agreed upon without prior notice to you. You will maintain at all times sufficient available funds in your designated account to cover all Service Fees due and owing. You must notify us prior to closing a designated account for

Service Fees. Failure to pay Service Fees when due may result in immediate suspension or termination of one or more Services without prior notice. You authorize us to deduct unpaid and owing Service Fees that we are unable to collect from the designated account from any other accounts you have us without prior notice as permitted by law and the Deposit Account Agreement. If we take legal action to collect owed and unpaid Service Fees, you agree to pay our legal expenses and costs, including, without limitation, our attorneys' fees. You are responsible for any non-Bank charges you incur in connection with the Services, including, without limitation, telephone charges, equipment costs, Internet fees, taxes and any other charges that are assessed and billed to you separately.

5. AUTHORIZED REPRESENTATIVES AND AGENTS

- 5.1 You agree that each person identified as a Customer Representative in the signature card or other designation of Customer Representative form, otherwise designated by you as such in writing, or who we reasonably and in good faith believe has authority to act for you with respect to the Services (collectively, "Customer Representative") is your duly authorized representative and agent and has full authority to act on your behalf with respect to all aspects of the Services, including, without limitation, the authority to (i) enroll in and terminate one or more of the Services, (ii) execute set-up forms and other documents that we may require from time to time for the Services, (iii) initiate, amend, cancel, confirm or verify instructions to us regarding the Services, (iv) conduct all transactions permitted by the Services, including, without limitation, withdrawals from, deposits to and transfers to and from your Service Accounts, (v) authorize payment for the Services, and (vi) provide us with such financial, operational or other information about you and your business as we may reasonably request from time to time in connection with the Services. We may rely on your Customer Representative(s) designations as reflected in our records until we receive written notice from you of changes and have had a reasonable time to act upon such changes, but in no event less than two (2) Business Days. Your Customer Representatives are subject to all requirements and obligations applicable to you under the TMS Agreement regarding use of the Services.
- 5.2 We may rely on and act in accordance with your Customer Representative's written or verbal instructions, authorizations, consents, acts or failures to act with regard to all aspects of the Services and all Services-related activity in your Service Accounts, and all information and data provided to us by a Customer Representative relating to you, your Service Accounts and your access to and use of the Services. If more than one Customer Representative is designated, we may rely on the instructions of, and information from, any one of them without consultation with or notice to you or the other Customer Representative(s). Your Customer Representatives are deemed to be your agents and acting on your behalf and with your authority even if they exceed the authority you intended them to have. We have no obligation or duty to you to monitor, detect or report any errors, omissions or unlawful actions by your Customer Representatives. You assume sole responsibility for any actions or failures to act by your Customer Representatives and agree to defend, indemnify and hold us harmless, and our agents and Third Party Service Providers, for the acts or failures to act of your Customer Representatives.

6. CUSTOMER SYSTEM

- 6.1 To access and use one or more of the Services, we may require that you have certain systems, equipment, computers, hardware, software, telecommunications equipment and services, Internet access and services, and/or Service Equipment and Service Software (as defined below) (collectively, "Customer System"). We may require that you purchase one or more components of the Customer System from us or our Third Party Service Provider as specified in the applicable Service Agreements or User Guides.
- 6.2 You are responsible at your sole expense for: (i) obtaining the Customer System, (ii) maintaining the Customer System in good working order and ensuring that the Customer System continuously meets all of our applicable requirements as stated in these General Terms and Conditions, the applicable Service Agreements and User Guides or as otherwise provided to you ("Customer System Requirements"), (iii) the performance, functionality, input, output and connectivity of the Customer System, (iv) any damage to the Customer System, whether in connection with use of the Services or otherwise, and all necessary repairs and/or replacements, and (v) implementing reasonable measures to protect the security of the Customer

System against unauthorized access to and/or use of the Services or Services data and information entered or delivered through the Customer System. At our request, you will allow us or our designated representative to inspect or review the Customer System to ensure compliance with the Customer System Requirements. Such inspections or reviews will be conducted during normal business hours and in a reasonable manner so as not to disrupt your normal business operations.

- 6.3 We may make changes to the Customer System Requirements from time to time as we deem reasonably necessary to facilitate our performance and/or your use of the Services or as required by law. We will give you reasonable prior notice of such changes and such time to make the changes as we may reasonably determine in our sole discretion. You are responsible at your sole expense for making changes to the Customer System as required by changes in the Customer System Requirements.
- 6.4 We may at any time, and without liability to you or any third party, suspend, delay, limit or terminate a Service if we know or have reason to believe that (i) the Customer System fails to comply in any or all respects with the Customer System Requirements, as amended from time to time, or (ii) you have failed to adequately maintain and ensure the security of the Customer System. Neither we nor any of our agents or Third Party Service Providers has any responsibility or liability under any circumstances for any claims or losses to you or any third party resulting from or related to the Customer System and/or your failure to comply with the Customer System Requirements.

7. SERVICE EQUIPMENT, SOFTWARE, WEB SITES

- 7.1 For certain Services, we may require that you purchase Service-related hardware or equipment and/or license Service-related Software provided by us or our Third Party Service Provider ("Service Equipment and Software"). You agree to purchase or license, as applicable, the Service Equipment and Software at the then current applicable fees and charges. You are responsible for all fees, charges and taxes in connection with the purchase, license, delivery, installation, repair or replacement of the Service Equipment and Software and for all risk of loss of or damage to the Service Equipment and Software from time of shipment to delivery to you. You are responsible for the installation of the Service Equipment and Software in accordance with the instructions made available to you. You will use the Service Equipment and Software solely for the purposes intended in connection with the Services and in accordance with applicable requirements. We have the right, in our discretion, to make future changes to the Services that may result in the incompatibility or unsuitability of the Service Equipment or Service Software for the Service and in that event we will have no duty to update or replace the Service Equipment or Service Software. You will comply with any restrictions or limitations as we may require for the location or use of the Service Equipment and Service Software.
- 7.2 With respect to Service Software, you agree that: (i) your use of Service Software constitutes your acceptance of and agreement to be bound by the terms of the Service Software end-user license agreement made available to you and all subsequent amendments thereto; (ii) you will not decompile, disassemble, reverse engineer, copy, rip or duplicate the Service Software or any part thereof (iii) your license to use the Service Software will terminate at the earlier of termination of the applicable Service, or termination of the Service Software end-user license agreement; and (iv) you have no rights in the Service Software other than those specifically granted by us and the Service Software end-user license agreement. From time to time, we may, but are not obligated to, provide Service Software updates and upgrades, whether in the same or a different format as the original Service Software. If required, you will purchase and install such updates and upgrades at your expense. We may configure the Service Software or the Service to automatically update or upgrade the Service Software on your systems upon connection to our network or systems. You will promptly install all required updates and upgrades. We will only provide support for the Service Software as we agree and are not obligated to provide any support if you have not timely installed all updates and upgrades we provide you.
- 7.3 We may provide you access to a Service via a web site hosted by us or our Third Party Service Provider ("Service Web Site"). You will access and use a Service Web Site only for use of the Service and will comply with all requirements made available to you regarding such access and use, including, without limitation, all security and access code requirements. You are solely responsible for all costs you incur related to or arising from your access to a Service Web Site. You agree to implement and maintain commercially reasonable security precautions to protect your computer(s) used

to access Service Web Sites and/or other Service systems, as applicable. We are under no obligation to determine if any computer by which you access a Service Web Site or other Service system is secure or if it is or may be compromised or insecure. You will conduct routine scanning of hardware and software using reliable and current virus, firewall and spy-ware protection products of your choice to protect from, detect and remove any viruses and spy-ware found. The content and information on Service Web Sites are owned by us or by our Third Party Service Providers and are subject to all federal and state copyright protection laws and regulations. The unauthorized reproduction, use or distribution of any portion of such content or information is prohibited.

- 7.4 You will not disable, circumvent, impair, or interfere with any security devices in Service Equipment, Service Software or Service Web Sites and will follow all applicable security-related instructions. In no event will we be liable to you or any third party for any claim or damages of any nature, including, without limitation, lost profits, lost savings or other direct, indirect, incidental, special or consequential damages, arising out of the installation, use, or inability to use the Service Equipment, Service Software or Service Web Site. THE SERVICE EQUIPMENT, SERVICE SOFTWARE AND SERVICE WEB SITE ARE PROVIDED "AS IS," AND WE MAKE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ON OR REGARDING THE SERVICE EQUIPMENT OR SERVICE SOFTWARE. Neither we nor our Third Party Service Providers will be responsible or liable to you or any third party for: (i) any errors or failures relating to any malfunction of the Service Equipment, Service Software or Service Web Site, (ii) any computer virus or related problems that may be associated with the use of the Service Equipment, Service Software or Service Web Site, (iii) the servicing, repair or replacement of the Service Equipment or Service Software, or (iv) any damages to the Customer System or any third party's equipment, software, systems or other property relating in any way to the Service Equipment, Service Software or Service Web Site.

8. SECURITY PROCEDURES; ACCESS CODES

- 8.1 You will comply with all security measures and procedures for access to and use of the Services as specified in these TMS General Terms and Conditions, the applicable Service Agreements, the User Guide or as we may otherwise require ("Security Procedures"), including, without limitation, the use of user IDs, passwords, tokens and other access devices (collectively, "Access Codes"). Your use of a Service constitutes your agreement that the Security Procedures for the Service are commercially reasonable with respect to the Service, all Service-related data and the size, type and frequency of Service transactions. We may replace and/or change the Security Procedures at any time. We will notify you in advance of such changes, and you will promptly implement the changes upon receipt of our notice. We may suspend your use of the Service until you have implemented the changes. Your use of a Service after we provide notice of changes will constitute your acceptance of the new Security Procedures.
- 8.2 You are solely responsible for: (i) ensuring that Access Devices are only assigned and accessible to persons who are authorized to access the Services and your Service Accounts or information about your Service Accounts; (ii) training authorized persons in the proper use of the Security Procedures and access to the Services; (iii) the ongoing and regular oversight and monitoring of the use of your Access Devices and other Security Procedures; and (iv) ensuring proper and authorized use of Access Devices and other Security Procedures and access to and use of the Services. You acknowledge that the Security Procedures are confidential to you and us and are for your protection as well as ours; however, they are not designed to detect errors, inaccuracies, inconsistencies or irregularities in your use of the Services. You will establish and maintain your own internal security procedures and controls to ensure the protection and confidentiality of the Security Procedures and access to and use of the Services only by authorized persons for authorized governmental purposes. You will be solely responsible for any loss or damage suffered by you or a third party resulting directly or indirectly from your failure to comply with all applicable Security Procedures, as amended from time to time.
- 8.3 All use of the Services in accordance with the Security Procedures and/or by use of your Access Devices is deemed authorized by you, including, without limitation, all instructions we receive relating to the Service and Service transactions and all debits and credits to your Service Accounts in accordance with those instructions, even if such access and use is not authorized, exceeds the authority you have given or results in losses to you from your Service Accounts or otherwise.

We may honor all instructions, Service transactions and access to and use of a Service that are initiated and/or conducted through the use of the Security Procedures without further investigation, inquiry or verification and without liability to you or a third party for doing so. Notwithstanding the foregoing, we reserve the right to require separate verification for any reason.

- 8.4 At your request, we may, under circumstances we deem appropriate in our sole discretion, waive a Security Procedure from time to time; however, such waiver must be in writing to be effective, shall be limited in time and scope as set forth in the writing, and shall not (i) be deemed a continuing waiver on our part, (ii) otherwise affect our rights or your obligations with respect to a Service or Service Transaction, or (iii) modify the terms of the TMS Agreement.

9. HACKING AND MALWARE RISKS

- 9.1 You understand that there is a risk that criminals may use various schemes (such as offers of free software or e-mail messages with attachments such as phishing emails) to plant a computer virus, spyware, or other malicious software (collectively "malware") in your computers to gain access to your internet banking applications and their access IDs, security keys, one-time passcodes, passwords, and other security protocols. This malware then uses the information to initiate payments to third parties by means of wire transfers, ACH entries, or other means of electronically transferring funds. You acknowledge that there is a substantial risk of this occurring and therefore agree to take all commercially reasonable steps to prevent the installation of such malware on your computers. These steps include, but are not limited to, installing, and maintaining state-of-the-art anti-virus and malware detection software on your computers. You agree that the Bank has no duty or obligation whatsoever to protect you from such criminal activities and that the Bank has no duty or obligation to ascertain whether or not any wire transfer, ACH entry, payment order or other electronic transfer of funds from your accounts is made in connection with a legitimate transaction when the instruction to transfer funds or make a payment is initiated from your computers and/or is accompanied by the correct security procedure.
- 9.2 You also agree that the Bank has no obligation to ascertain whether you have initiated any wire transfer or other payment order, ACH credit entry or other electronic or paper payment to the same or similar beneficiary on any prior occasion or whether the geographic location of the beneficiary or the geographic location of the beneficiary's bank is consistent with your normal payment activities. The Bank has no obligation to ascertain whether any wire transfer, payment order, ACH credit entry or other payment is consistent with your present or past payment activities, the size of your business, the number, location or compensation of any of your employees or agents or whether the transfer of funds is for the benefit of your business. You further agree that the Bank has no obligation to determine whether or not the security of your computers or computer systems has been compromised at any time by the actions of a third party. YOU FURTHER AGREE THAT THE BANK HAS NO OBLIGATION TO DETERMINE WHETHER OR NOT THE SECURITY OF YOUR COMPUTERS OR COMPUTER SYSTEMS HAVE BEEN COMPROMISED AT ANY TIME BY THE ACTIONS OF A THIRD PARTY. THE BANK IS NOT RESPONSIBLE FOR ANY CUSTOMER LOSSES, DAMAGES, ERRORS, FAILURES, FRAUDULENT TRANSACTIONS, OR MALFUNCTIONS ARISING OUT OF OR IN CONNECTION WITH ANY UNAUTHORIZED INTRUSION INTO CUSTOMER'S COMPUTERS, WHETHER BY COMPUTER VIRUS, SPYWARE OR OTHER MALWARE OR OTHER WRONGDOING.

10. CUSTOMER DATA REQUIREMENTS

- 10.1 Your use and our performance of the Services may require that you provide us with certain data, images, authorizations, instructions and information as specified in the applicable Service Agreements and User Guides (collectively, "Customer Data"). You will provide Customer Data to us in compliance with our requirements for content, formatting and delivery (whether by electronic transmission or otherwise) of the Customer Data as set forth in these TMS General Terms and Conditions, the Service Agreements and any applicable User Guides, and any other requirements we may reasonably impose for our performance of the Services ("Customer Data Requirements").
- 10.2 We may limit or restrict the number, type and dollar amount of Service transactions (either per Service Transaction or in the

aggregate) as we in our sole discretion may determine from time to time or as required by applicable law. We will advise you of such limits or restrictions in the Service Agreements, User Guides or otherwise. You will comply with such limits or restrictions when providing us Customer Data for Service transactions.

- 10.3 The Service Agreements or User Guides will specify particular times on a Business Day by which we must receive Customer Data in order to process the data and perform the Services in a timely manner (“Cut-Off Times”). If we have not received the applicable Customer Data from you on a Business Day by the applicable Cut-Off Time, we will consider the Customer Data as having been received by us on the next Business Day and will perform the Service and Service transactions on that next Business Day or as otherwise specified in the User Guides or Service Agreements.
- 10.4 All obligations applicable to you regarding Customer Data under these TMS General Terms and Conditions, Service Agreements and User Guides apply to third parties providing Customer Data to us on your behalf. You are solely responsible for ensuring that Customer Data is provided to us in compliance with our Customer Data Requirements.

11. TRANSMISSIONS

- 11.1 You will transmit or deliver Customer Data to us in accordance with the Customer Data Requirements. You acknowledge that transmission via third party telecommunications or data lines, including via the Internet, may not be secure, and you accept all risk of interception or loss of Customer Data while in transmission. We will use commercially reasonable efforts to cause our systems to accept proper transmissions during a Business Day; however, we are not responsible for any failures or faults in transmission for reasons outside our control, whether caused by equipment, software, interruption of Internet services, third party conditions, or otherwise. We may not accept Customer Data transmissions when we are maintaining our systems, due to unexpected outages or issues, or for reasons beyond our control.
- 11.2 We generally will accept transmissions of Customer Data from you that comply with the Customer Data Requirements as to content, formatting and transmission methods; however, if the Customer Data you submit is incomplete, not in our required format, contains one or more errors, violates the TMS Agreement or is otherwise unacceptable to us, we may reject the Customer Data and/or delay or suspend performance of the applicable Service until you correct, complete or resubmit the Customer Data. We will endeavor to use commercially reasonable efforts to notify you if we reject a transmission of Customer Data or otherwise are unable to process the Customer Data, complete the Service transactions or otherwise perform the Service; however, we are not obligated to do so unless expressly stated otherwise in the Service Agreements or User Guides. A delay or suspension may be for such time as is reasonable under the circumstances and does not excuse your payment obligations for Service Fees.
- 11.3 You are responsible for verifying our receipt and acceptance of Customer Data transmissions. Neither your input of Customer Data on your Customer System nor your transmission of Customer Data to us constitutes receipt by us. Our records regarding time of receipt and contents of a transmission will be conclusive, even if they differ from your records. We will not be liable for any Customer Data, files or transmissions not received by us. We will acknowledge receipt of Customer Data only if and to the extent provided in the Service Agreements or User Guides or if otherwise done in the normal course of our performance of the Service. Our acknowledgment of receipt of Customer Data does not constitute an acknowledgment by us that the Customer Data is acceptable to us or error-free.
- 11.4 You are solely responsible for the content, accuracy, completeness, authenticity and readability of Customer Data. We will process the Customer Data and perform the Services on the basis of the Customer Data furnished by you. We may rely and act upon Customer Data as provided by you and have no obligation or responsibility to, and will not, audit, check or otherwise verify Customer Data. You authorize us to perform the Services and process transactions under the Services in accordance with the Customer Data as received from you. After we have completed processing Service transactions, you will not re-transmit the same Customer Data to us or otherwise attempt to duplicate the Service transactions except as necessary to correct errors subject to the requirements herein.
- 11.5 If you discover an error in, or wish to amend or cancel, the Customer Data after transmitting it to us, you will notify us promptly. We will endeavor to use commercially reasonable efforts to suspend or reprocess transactions as appropriate

based on your notification; however, we are not obligated to do so and will not be liable to you or any third party if we refuse to suspend or reprocess transactions or are unsuccessful in doing so.

- 11.6 You will retain all Customer Data and other information as may reasonably be required to reconstruct your Customer Data submissions or any services or transactions based on your submissions (regardless of the form in which the Customer Data was submitted) for no less than ten (10) Business Days following completion of the related Services or transactions or for such longer retention period as required in a Service Agreement or User Guide or by applicable law. You will provide us such information as we may reasonably request for reconstruction purposes. In the event of a conflict between our records and your records, our records will be presumed to accurately reflect the content, form, formatting and time of our receipt of Customer Data received by us and will be deemed binding and conclusive in the absence of obvious error.
- 11.7 You will implement commercially reasonable measures to protect the confidentiality and security of (i) Customer Data in your possession and will comply with any specific requirements in that regard set forth in the applicable Service Agreements or User Guides, and (ii) the Customer Data we return to you and other confidential data and information we provide you in connection with the Services. You will destroy or dispose of Customer Data after expiration of applicable retention periods in a reasonably secure manner and in accordance with any specific requirements in the applicable Service Schedule. You assume full and sole responsibility for any unauthorized use of or access to, or misuse of, Customer Data and/or Services data and information in your possession and control.

12. SERVICE ERRORS

- 12.1 You agree to regularly and promptly review all records, controls, notices, reports, statements, communications and other information available to you with respect to Service transactions to confirm and verify the completion and accuracy of the transactions and any related debits, credits or transfers involving your Service Accounts. You will notify us immediately of any actual or suspected error, discrepancy or unauthorized transaction (collectively, "Service Error") within the notification period stated in the applicable Service Agreements or User Guides, or, if no notification period is stated in the applicable Service Agreements, no more than five (5) Business Days from the date you knew or reasonably should have known of the Service Error.

WITHOUT REGARD TO CARE OR LACK OF CARE ON OUR PART, YOUR FAILURE TO DISCOVER AND REPORT TO US ANY SERVICE ERROR AS SOON AS REASONABLY POSSIBLE AND WITHIN THE APPLICABLE NOTIFICATION PERIOD AS REQUIRED HEREIN WILL BAR ANY CLAIM BY YOU AGAINST US OR OUR THIRD PARTY SERVICE PROVIDERS WITH RESPECT TO SUCH SERVICE ERROR.

The notification periods stated in this section apply to all Service Errors affecting your Service Accounts and supersede any longer notification periods that may be stated in the Deposit Account Agreement with respect to deposit accounts in general; provided, however, that if a longer notification period is required by applicable law, such longer notification period will apply.

- 12.2 If you notify us of Service Errors in accordance with the requirements stated in these TMS General Terms and Conditions or the Service Agreements, our only obligation and responsibility to you is to make commercially reasonable efforts to correct the errors and reprocess the erroneous data. You will pay the applicable Service Fees for such reprocessing unless the error resulted directly and solely from our gross negligence or willful misconduct.
- 12.3 Immediately upon discovery of a Service Error, you will take all reasonable steps to prevent or mitigate any losses to you, us or a third party as a result of the Service Error. You will fully cooperate with and assist us at your expense with our investigation of, and efforts to resolve, any Service Errors or other problems, including, without limitation, providing us with such information, records and other documentation as we may reasonably request.

13. OWNERSHIP; CONFIDENTIALITY

- 13.1 You acknowledge and agree that you have no rights in any of the software, systems, forms, instructions, documentation, Service Agreements, User Guides, procedures and similar materials, or any modifications thereto, that we or our Third Party Service Providers make available to you related to the Services (“Services Materials”) except as necessary for your use of the Services. The Services and Services Materials constitute our proprietary and confidential information or that of our Third Party Service Providers. You do not acquire any rights in the Services by your use of the Services. You will not disclose information about the Services or the Services Materials to any third party except as reasonably necessary for your use of the Services or to comply with applicable law. The content and information on a Service Web Site are copyrighted by us or by our Third Party Service Providers and the unauthorized reproduction or distribution of any portion thereof is strictly prohibited.
- 13.2 We will maintain and safeguard the confidentiality of your Customer Data and other confidential information about you that we obtain in the course of performing the Services, and will only use and share such information, in accordance with (i) our privacy policies and procedures respecting confidential customer information and (ii) applicable law. Our privacy policies and procedures are described in our brochure, “Important Information about Privacy,” which you may request from us at any time or view on our web site at www.firstcitizens.com.

14. OUR RESPONSIBILITIES AND LIABILITY

- 14.1 We will perform the Services in accordance with our obligations under the TMS Agreement and the Deposit Account Agreement and in a commercially reasonable manner exercising ordinary care. We assume no obligations or responsibilities with respect to our performance of the Services other than those expressly stated in the TMS Agreement.
- 14.2 In processing and performing Services based on your Customer Data, we are entitled to rely solely on the Customer Data as you provided it and will have no liability to you for our acts or omissions in reliance on the Customer Data you provide to us. For those Services for which we provide data or information to you, we will use commercially reasonable efforts to provide the data and information in a timely and accurate manner; however, except as required by applicable law, we will not be liable to you or any third party for delays in delivering the data or information or for inaccuracies in the data or information. Our sole liability, and your exclusive remedy, for errors or delays in the data and information we provide you is limited in all circumstances to our correction of the errors made.
- 14.3 We will not be liable for any liability, loss or damage sustained by you (collectively, “Loss”) except to the extent that such Loss is caused solely and directly by our gross negligence or willful misconduct and only to the extent our liability is not otherwise excused or further limited as provided in these TMS General Terms and Conditions, the applicable Service Agreements and User Guides, the Deposit Account Agreement or applicable law. All exclusions of liability hereunder shall apply regardless of the form in which a claim of Loss is asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds. In no event will our liability for all losses hereunder exceed in the aggregate the amount of service fees you paid us for the six (6) months prior to the date the claim accrued for the service giving rise to the claim. Our liability, if any, for a Loss in connection with the payment or transfer of funds will be limited to the amount of the error and interest that would have accrued on such amount if the error had not occurred, such interest to be based on the then current interest rates we pay on our interest-bearing checking accounts.

IN NO EVENT AND UNDER NO CIRCUMSTANCES WHATSOEVER SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND INCLUDING LOST PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND YOU HEREBY WAIVE ALL SUCH DAMAGES.

- 14.4 We may delay, suspend or fail to perform the Services or our responsibilities under the TMS Agreement, and will not be responsible for any Loss resulting therefrom, if such delay, suspension or failure to perform is not caused solely and directly by our gross negligence or willful misconduct, or results directly or indirectly in whole or in part from: (i) the occurrence of

events beyond our reasonable control, including, without limitation, wars, riots, actual or threatened terrorist acts, civil insurrection, strikes, natural disasters, pandemics, power outages or communications, equipment, software/hardware, networks or systems failures, malfunctions or interruptions, or any other event beyond our reasonable control; (ii) use of the Internet or any virus, spy-ware, or similar device that affects your computers; (iii) your violation of any of the provisions of the TMS Agreement or the Deposit Account Agreement, (iv) your negligence or intentional misconduct, (v) your violation of any applicable laws, regulations, clearing house rules or other requirements applicable to your use of the Services, (vi) our reasonable concerns about your financial condition as it relates to your ability to meet your obligations under the TMS Agreement, (vii) questions or disputes regarding the ownership of funds in your Service Accounts or authorization to access or use the Services; (viii) an actual or suspected breach of Security Procedures; (ix) use or suspected use of the Services or your Service Accounts for illegal or fraudulent purposes; or (x) our reasonable belief that a use of the Service is prohibited by applicable law. Our sole obligation to you arising out of the non-availability of a Service or an interruption or delay in a Service shall be to use commercially reasonable efforts to resume the Service.

- 14.5 In providing the Services, we may use the services, software, hardware, systems, networks and web sites of our affiliated entities, agents or other third parties (collectively, "Third Party Services"). The term "Third Party Service Providers" as used herein refers to the providers of Third Party Services. Your obligations hereunder with respect to your access to and use of the Services apply to Third Party Services and Third Party Service Providers, as applicable. Third Party Service Providers will not be liable to you hereunder in connection with the Services provided to you, including Third Party Services, except as expressly agreed by the Third Party Service Provider in its agreement with us.
- 14.6 FAILURE TO USE CHECK FRAUD DETECTION SERVICES. The Bank will make available to its customers certain products and services that are designed to detect and/or deter check fraud, including a Positive Pay check fraud detection tool. You agree that if you fail to implement, use, or refuse to use any of these check fraud products or services offered to you, or you fail to follow other security precautions reasonable for your particular circumstances, you will be precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such check fraud product or service was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such fraudulent items.
- 14.7 Nothing in the TMS Agreement shall be construed to limit any rights or defenses available to us, or any warranty, indemnity or liability obligations imposed on you, under Applicable Law or any other agreements applicable to services, accounts or other products you obtain from us.

15. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY STATED OTHERWISE IN THE TMS AGREEMENT, WE MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES AND/OR ANY EQUIPMENT, HARDWARE, SOFTWARE, INTERNET SERVICES OR OTHER SERVICES PROVIDED BY US OR A THIRD PARTY SERVICE PROVIDER, INCLUDING, WITHOUT LIMITATION, THAT THE SERVICES AND/OR ANY EQUIPMENT, HARDWARE, SOFTWARE, INTERNET SERVICES OR OTHER SERVICES PROVIDED BY US OR A THIRD PARTY SERVICE PROVIDER WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE), AND WE DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS, AND YOU HEREBY ASSUME ALL SUCH RISKS. IF ANY OF THESE DISCLAIMERS ARE LIMITED OR PROHIBITED BY APPLICABLE LAW, WE MAKE ONLY THE WARRANTIES SPECIFICALLY PERMITTED BY APPLICABLE LAW. ANY DISCLAIMERS OF WARRANTIES STATED IN A SERVICE AGREEMENT OR USER GUIDE SHALL BE IN ADDITION TO, AND NOT IN LIEU OF, THE DISCLAIMERS STATED HEREIN.

16. INDEMNIFICATION

In addition to any other specific indemnity obligations under these General Terms and Conditions and the Service Agreements, you agree to defend, indemnify and hold harmless us, our affiliates, subsidiaries, employees, officers, directors, agents, representatives and Third Party Service Providers from any claim, loss, damage, liability, deficiency, penalty, cost and expense (collectively, "Loss") we or our Third Party Service Provider may incur, including, without limitation, reasonable attorneys' fees, arising out of or in connection with (i) your breach or default of any of your obligations under or the requirements of the TMS Agreement, (ii) the negligence, willful misconduct, fraud or criminal activity of you or any of your employees, agents or representatives, (iii) incorrect, incomplete, or inaccurate Customer Data furnished by you, (iv) any action taken by us at the direction of you, your Customer Representatives or agents, (v) any direction authenticated in accordance with the Security Procedures or otherwise acted upon us in good faith (unless we have direct knowledge that such direction is unauthorized prior to our acting on the direction), or (vi) your use or distribution of any equipment or software made available to you through a Service or Services that is inconsistent with the license or sublicense that you receive. This provision shall survive the termination of this TMS Agreement or any Service.

17. TERMINATION OF SERVICES

- 17.1 Either you or we may terminate this TMS Agreement, or suspend or terminate any of the Services provided, at any time upon notice to the other party, effective thirty (30) days after such notice is received. In addition, we may terminate this TMS Agreement, or suspend or terminate any Service, immediately without notice (or immediately with notice if legally required), in the event (i) of fraud, suspected fraud, suspected illegal or suspicious activity, safety and soundness considerations, bankruptcy, receivership, merger, business necessity, regulatory compliance, administrative order, judicial order, or breach of this TMS Agreement; (ii) in our good faith opinion your financial condition has become impaired or deteriorated; (iii) your non-use of the Service(s) for a period of six (6) months or more; or (iv) your default on any agreement or instrument between you and us or our Third Party Service Provider, or from you in our favor or our Third Party Service Provider's favor, but we will use commercially reasonable efforts to provide notice after termination if permitted by applicable law. You may terminate a Service by calling us at the number provided below under Customer Service and Support, contacting your Treasury Management Services representative or notifying us in writing at the address provided below under Communications and Notices. We will process your request as soon as practical after our receipt of your notice.
- 17.2 We may terminate one or more Services in which you are enrolled at any time with or without cause. We will use commercially reasonable efforts to provide prior notice as we deem reasonable for the specific Service unless you are in violation of the TMS Agreement or other circumstances exist that reasonably require us to take immediate action, including, without limitation, (i) actual or potential fraudulent, unlawful or disputed acts and/or acts which may subject us or a third party to an actual or potential loss or risk of any kind, (ii) actual or threatened compromise of security, or (iii) if your Service Account is closed or is no longer linked to a Service on our records without our approval of another Service Account for the applicable Service.
- 17.3 Notwithstanding termination of a Service, the TMS Agreement will remain in full force and effect as to Services and Service transactions in process or that occurred prior to the date of termination, including, without limitation, any debits or credits to your Service Account occurring prior to termination that are rejected, returned or reversed for any reason or for which we receive a claim or suffer a loss. You agree to pay all Service Fees for Services rendered up to the termination date and thereafter for Services that, by their nature, are required to be performed following termination. Termination of one Service does not terminate other Services unless so specified.

18. COMMUNICATIONS; NOTICES

- 18.1 We may communicate with you regarding the Services verbally, in writing or electronically. Any amendments to or formal

notices under the TMS Agreement will be provided in writing or electronically. We may deliver written or electronic communications to you by, as applicable: (i) electronic message to your external email address, (ii) messages on or with the regular deposit account statement for your Service Accounts; (iii) personal delivery, regular mail or overnight courier service; (iv) posting the message on the Bank's general website, or posting the message on any Service or Payment Service site, or (v) if you are enrolled in Commercial Advantage, any of the methods for providing notices and communications to you as provided in the Commercial Advantage Customer Agreement. In some cases, we may post a notice of a change or amendment to a Service or the TMS Agreement in our branches or on our general website. You consent to receive communications from us by these methods. We will send, post or email notices prior to their effective date when required by applicable law or as provided in these TMS General Terms and Conditions or the applicable Service Agreements. Notices are effective on the effective date stated in the notice or, if no effective date is stated, on the date sent, posted or emailed. Your use of a Service after the effective date of any notice or communication related to that Service means that you have accepted the notice or communication. A notice that alerts you to the availability of a communication on an Internet web site, in lieu of sending you the entire communication, is deemed sufficient notice.

You will provide us with your current external email and U.S. mail addresses and update us immediately with any changes. You agree that we may send communications to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You also agree that we will not be liable or obligated to you in any way if a communication is intercepted by an unauthorized person after it leaves our exclusive control, whether in transit or at your place of business. We may ask you to designate one person as our main contact for receipt of communications and information relating to your use of the Services.

You agree that your electronic delivery of Customer Data and other information, and your electronic consents, authorizations and instructions are legally binding and enforceable against you and the legal equivalent of your handwritten signature.

- 18.2 You must communicate with us regarding a Service in accordance with these TMS General Terms and Conditions, and instructions or requirements provided in the Service Agreements or User Guides. If there are no such instructions, you may communicate with us electronically regarding a Service using the "messages" link in Commercial Advantage if you are enrolled in Commercial Advantage and subject to the provisions of the Commercial Advantage Customer Agreement. You agree not to use electronic messages or external email if you need an immediate response or are requesting that we take immediate action, including, without limitation, to report a material problem with a Service, errors in Customer Data or Service transactions, unauthorized Service transactions or Security Incidents. Notices sent to us are the property of the Bank, and we reserve the right to delete such messages from our records or systems from time to time. For security reasons, we may not act on notices sent from an external email address. Do not use external email to send confidential or sensitive information about you, your use of the Services, Service transactions or your Service Accounts, as the email may not be secure.

Notices you send to us by regular mail, overnight delivery or hand delivery are effective no earlier than the first Business Day after our receipt of the notice, unless otherwise required by law or otherwise specified in the TMS Agreement. You must use the following address when mailing us written notices or such other address as provided in a specific Service Agreement:

First Citizens Bank
Treasury Management Services - CLN45
8510 Colonnade Center Drive
Raleigh, NC 27615

19. CUSTOMER SERVICE AND SUPPORT

If you are experiencing difficulty with a Service and contact us during business hours, we will use commercially reasonable efforts to assist you with resolving the problem based on the nature of the Service and scope and type of the problem, and provided that resolution of the problem is within our reasonable control and you give us such information and assistance as

we may reasonably require to investigate and resolve the problem. Our ability to assist you may require that we remotely connect to your computer for a joint support session with you and that we either have view-only access to your computer or that we temporarily take control of your computer during the joint support session. Prior to beginning such session, we will request that you electronically provide us with the appropriate authorization, which you may revoke at any time during the session. Upon completion of the support session, we will not be able to re-access your computer without again being granted access by you.

For questions related to any TMS product or the TMS Agreement or Service Agreements, or for any assistance with a Service, please call Treasury Management Support at 1-866-FCB-4BIZ (1-866-322-4249) Monday through Friday between the hours of 8:00 a.m. and 9:00 p.m. Eastern time.

20. ASSIGNMENT

You may not assign any or all of your rights or obligations under the TMS Agreement to any person or entity without our prior written consent. We may assign the TMS Agreement to any person or entity without your consent. This Agreement is binding upon each of our respective successors and assigns. We may also assign or delegate certain of our rights or responsibilities under the TMS Agreement and/or one or more of the Services to our affiliates, agents, independent contractors or other third parties.

21. AMENDMENT

- 21.1 We may at any time amend, revise or supplement any one or more of the TMS Agreement documents (TMS Agreement, TMS General Terms and Conditions, Service Agreements or applicable User Guides) contained herein. We will provide you notice of such changes as provided below in these TMS General Terms and Conditions or as required by applicable law. Unless otherwise required by applicable law or as provided in the TMS Agreement or Service Agreements or any User Guide, we may amend the TMS Agreement without prior notice (e.g., by posting the information on our website or otherwise making it available to you). Your use of a Service on or after the effective date of such changes or amendment constitutes your acceptance and agreement with the changes. When providing you notice of changes, we will use the then current address and contact information we have for you in our records. No prior, current or future course of dealing between us and you will constitute a modification of the TMS Agreement or an agreement between us and you that is inconsistent with the TMS Agreement or Service Agreements regardless of the practices and procedures.
- 21.2 For sake of clarity, First Citizens Bank reserves the right, at its sole discretion, to modify or amend the TMS Agreement documents or any terms and conditions contained in this TMS Agreement, as applicable to all Services, or may modify or amend the terms and conditions for any particular Service, from time to time by doing any of the following (i) posting the revisions on Bank's general website, (ii) posting the revisions on any Service or Payment Service site, (iii) sending the modifications or amendments by Electronic Communication, or (iv) delivering notice of the modification or amendment to Customer in accordance with this TMS General Terms and Conditions in Section 18.1. ALL modifications or amendments to this TMS Agreement, the TMS General Terms and Conditions, the Services, or the User Guides will be deemed to be accepted and agreed to by Customer when it accesses, uses, or continues to use the Services after Bank has provided notice of the modification or amendment pursuant to this paragraph.
- 21.3 We may also amend our Security Procedures (including without limitation the Wire Transfer Security Procedures) without prior notice to you if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.

22. RESOLUTION OF DISPUTES

In the event of any dispute, controversy, or claim arising out of or relating to any provision of this TMS Agreement or the breach thereof (each a "Dispute"), Bank and Customer shall try to settle the Dispute amicably between themselves. Within five (5) business days of receiving written notice from a party that a Dispute exists, Bank and Customer shall meet and

negotiate in good faith for a period not to exceed ten (10) business days to resolve such Dispute. If good faith negotiation between the Bank and Customer does not result in resolution of the Dispute, Bank and Customer shall nominate one representative having a position not less than vice president or his/her designee, to participate in additional good faith negotiations ("Executive Level Negotiations") within ten (10) business days after the first negotiation.

If within thirty (30) days of the start of such Executive-Level Negotiations there is no resolution of the Dispute, Bank and Customer shall each submit the Dispute to any mutually agreed to mediation service for further review and analysis ("Mediation") by providing to the mediation service a joint, written request for Mediation, setting forth the subject of the Dispute and the relief requested. Bank and Customer shall cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the Mediation proceedings. Bank and Customer covenant that they will use commercially reasonable efforts in participating in the Mediation. Bank and Customer agree that the mediator's fees and expenses and the costs incidental to the Mediation will be shared equally between Bank and Customer. The Bank and Customer further agree that all offers, promises, conduct, and statements, whether oral or written, made in the course of the Mediation by Bank or Customer, their agents, employees, experts, and attorneys, and by the mediator and any employees of the mediation service, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any litigation, arbitration, or other proceeding involving the Bank and Customer; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use during the Mediation proceedings.

Should the Bank and Customer not resolve their issues by Mediation within one hundred twenty (120) days of initiation of (or failure of either Bank or Customer to initiate) the Mediation process, the dispute shall be subject to litigation. Either Bank or Customer may file suit in state/federal court in North Carolina in accordance with the provisions of Venue and Jurisdiction in Section 24 of this TMS Agreement. This dispute resolution provision does not limit Bank's or Customer's right to seek temporary injunctive relief from a court pending any court proceeding. Bank also retains the right and option to exercise our right of set off under applicable law or contract and to exercise judicial remedies to enforce any monetary obligations incurred in connection with your use of the Services.

23. GOVERNING LAW

The TMS Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina and applicable federal law. Unless otherwise provided in the TMS Agreement, your Accounts and Services will also be subject to applicable clearinghouse, Federal Reserve Bank, Nacha, and correspondent bank rules. You agree that we do not have to notify you of a change in those rules, except to the extent required by law.

24. VENUE; JURISDICTION

Any legal action or proceeding arising out of or relating to this TMS Agreement must be instituted in the courts of the State of North Carolina or in the United States District Court for the Eastern District of North Carolina. Customer hereby irrevocably submits to the jurisdiction of each such court in any such action or proceeding.

25. WAIVER OF JURY TRIAL

YOU AND WE HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS TMS AGREEMENT, THE SERVICES OR THE TRANSACTIONS CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TMS AGREEMENT AND USE THE APPLICABLE SERVICES.

26. ADDITIONAL TERMS; PRIVACY; CCPA NOTICE

Your use of the Services is subject to the privacy and security terms available at <https://www.firstcitizens.com/privacy-security/> and the “Legal Information” available at <https://www.firstcitizens.com/legal>. Additionally, the California Consumer Privacy Act of 2018 (“CCPA”) provides California consumers with specific access, data portability and deletion rights. You can view the CCPA Notice at <https://www.firstcitizens.com/privacy-security/privacy-notice-california>. In the event of a conflict between these other terms on www.firstcitizens.com and this TMS Agreement, the terms of this TMS Agreement will prevail with respect to the applicable Services.

27. ENTIRE AGREEMENT

The TMS Agreement is the complete and exclusive statement of the agreement between you and us with respect to the Services and supersedes any prior agreement(s) between you and us with respect to one or more of the Services. Waiver of strict performance of any provision of the TMS Agreement shall not be deemed a continuing waiver or affect your or our rights with respect to any other transaction or modify the terms of the TMS Agreement. Any waiver by us must be in writing in order to be enforceable against us. We will not be deemed to have waived any of our rights or remedies under this Agreement unless we do so in writing or by electronic Notice. No delay or omission on our part in exercising any of our rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies we may have. A waiver on one occasion will not be construed as a bar or waiver of any of our rights or remedies on future occasions. The TMS Agreement shall be binding upon and inure to the benefit of you and us and your and our respective legal representatives, successors and assigns. The TMS Agreement is solely for your and our benefit, and no other person or entity shall have any rights under the TMS Agreement except as expressly stated otherwise in these TMS General Terms and Conditions. Headings in the TMS Agreement are used for reference purposes only. In the event of a conflict between the TMS Agreement and applicable law, the applicable law will govern with respect to the conflict. If any provision of the TMS Agreement is determined to be invalid, illegal or unenforceable to any extent, the remainder of the TMS Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

IV. TREASURY MANAGEMENT SERVICES

1. ACH SERVICES (DATA EXCHANGE SERVICE)

- 1.1 INTRODUCTION. This Service Agreement contains terms and conditions specifically applicable to the Automated Clearing House - Data Exchange Services (“ACH Service”). Your use of the ACH Service constitutes your agreement to be bound by this Service Agreement, the TMS Agreement, the TMS General Terms and Conditions (“TMS General Terms”) applicable to all Services, and the User Guides, if any.

The terms “Bank,” “we,” “us,” “our” and “ours” refer to First-Citizens Bank & Trust Company. The terms “Customer,” “you,” “your” and “yours” refer to the Bank customer enrolled in the Service, regardless of whether the customer is an Originator or Third Party Service Provider, as those terms are defined in this Service Agreement and the National Automated Clearing House Association (“Nacha”) Operating Rules & Guidelines (“Nacha Rules”), and any person with actual, apparent, or inherent authority to access one or more of your business accounts who uses the Service. “TMS” refers to First Citizens Treasury Management Services. Capitalized terms used but not defined in the Definitions section of this Service Agreement have the meaning given them in the TMS General Terms.

- 1.2 ACKNOWLEDGMENT. In using the ACH Service, you agreed to be bound by this Service Agreement, the TMS General Terms, and the applicable User Guides. If there is any conflict between the TMS General Terms and this Service Agreement, the terms of the Service Agreement will prevail. You also agree to be bound by applicable federal and state laws and regulations, and by the Nacha Operating Rules and Guidelines (Nacha Rules), as these Nacha Rules are updated

and amended from time to time. You agree that you are responsible for reviewing the most up-to-date copy of the Nacha Rules and all amendments as they are published from time to time, and to comply with the audit requirements as set forth in the Nacha Rules. (There is information about audit requirements in section 1.18 of this Service Agreement specific to Third Party Service Providers; however, all Originators are subject to certain audit requirements under the Nacha Rules.) The Nacha Rules are available online for viewing at www.nacha.org. This Nacha website also enables you to sign up for a Nacha membership and/or to purchase a hard copy of the Nacha Rules for a nominal fee. You agree to provide initial training to your employees involved in ACH origination and maintain ongoing training on an as-needed basis, to ensure each of these employees complies with the Nacha Rules as these rules may change from time to time.

You specifically acknowledge your understanding of an agreement to comply with the requirements set forth in Section 1.4 of the TMS General Terms. You agree not to initiate any transactions in violation of the requirements or sanctions of the federal Office of Foreign Assets Control ("OFAC"), or act on behalf of, or transmit funds to or from, any party subject to OFAC sanctions. You also agree, as set forth in more detail in the General Terms, that you will not use the Service to process restricted transactions under the federal Unlawful Internet Gambling Act and/or its implementing regulations.

If you are a Third Party Service Provider, you agree to comply with the audit requirements set forth in the Nacha Rules, and as more fully explained in the Appendices to the Nacha Operating Rules, concerning ACH functions you perform on behalf of Participating DFIs and ODFIs.

We reserve the right to amend this Service Agreement at any time. We will provide you with notice of an amendment as required by law. You may decline changes by terminating the Service, in the manner provided in this Service Agreement before the changes go into effect. No prior, current or future course of dealing between us and you will constitute a modification of this Agreement or any agreement between us and you that is inconsistent with this Service Agreement regardless of the practices and procedures used.

1.3 DESCRIPTION OF SERVICE. The Automated Clearing House ("ACH") Network ("ACH Network") is an electronic payment and collection system that allows funds to be transferred electronically between accounts at financial institutions that participate in the ACH Network. The Service generally consists of our transmittal, processing and settlement of Entries into and out of your accounts in accordance with our requirements, , Nacha Operating Rules and Guidelines (Nacha Rules) and applicable laws and regulations. Other services we offer in connection with ACH transactions (e.g., ACH monitoring services) are subject to and governed by a separate service document.

1.4 DEFINITIONS. The following capitalized party names and terms, which have not already been defined above, are used in this Service Agreement and are defined below as follows:

Parties:

- ACH: The 'Automated Clearing House' (ACH) is an electronic network for moving money between US bank accounts.
- Nacha: The 'National Automated Clearing House Association' (Nacha) governs the ACH Network, the payment system that drives Direct Deposits and Direct Payments with the capability to reach all U.S. bank and credit union accounts.
- Nacha Rules: The Nacha Rules direct how the ACH Network is operated, keeping it safe and efficient. The Rules standardize the roles and responsibilities of all parties using the ACH Network, assuring that all ACH payments are handled on a level playing field.
- "Nested Third-Party Sender" is defined as a Third-Party Sender that has an agreement with another Third-Party Sender to act on behalf of an Originator and does not have a direct agreement with the ODFI.
- Originating Depository Financial Institution ("ODFI"): A Participating DFI with respect to Entries (i) it transmits directly or indirectly to an ACH Operator for transmittal to an RDFI, and (ii) on which it is designated as the ODFI in accordance with ACH Record Format Specifications. The ODFI is the financial institution that receives payment instructions from the Originator.

- Originator: The party that has authorized an ODFI (directly or through a TPS) to transmit, for the account of that party, a Credit Entry, Debit Entry, or Non-Monetary Entry to the Receiver's account at the RDFI. The Originator is the party that has the contractual relationship with the Receiver, and is the ultimate beneficiary of receipt of the payment or the participant ultimately responsible for making the payment.
- Participating Depository Financial Institution ("Participating DFI"): A financial institution that is authorized to accept deposits, has been assigned a routing number, and has agreed to be bound by the ACH Rules.
- Receiver: The party that has authorized the Originator to initiate an ACH Entry (either credit, debit or Non-Monetary) to the Receiver's account with the RDFI. With respect to debit Entries, the term Receiver means all parties whose signatures are required to withdraw funds from an account for purposes of the warranty provisions in the ACH Rules.
- Receiving Depository Financial Institution ("RDFI"): The financial institution that receives ACH Entries and posts them to the Receiver's account.
- Third Party Sender ("TPS"): For purposes of this Service Agreement, a TPS is a type of Third Party Service Provider that acts as an intermediary in transmitting Entries between the Originator and an ODFI while acting on behalf of the Originator or another TPS when there is no direct contractual agreement between the ODFI and the Originator for ACH origination services. A party acting as TPS is also a TPSP.
- Third Party Service Provider ("TPSP"): For purposes of this Service Agreement, a Third Party Service Provider is an entity that performs any functions on behalf of the Originator, TPS, ODFI or RDFI related to the processing of ACH Entries. ODFI or TPSPs may be, but are not always, TPSs. The term "Third Party Service Provider" may have a different meaning in the General Terms.

Other Terms:

- Account: The account you have designated to us to receive credits and debits in connection with the Service.
- Business Day: Weekdays (M-F), except for certain federal holidays when banks are closed, as more fully defined in Section 2.6 of the General Terms.
- Effective Date or Effective Entry Date: The date that you request in an Entry for the settlement of the Entry to occur.
- Entry: An order or request for or relating to the transfer of funds through the ACH Network, and the data you provide us for processing the order/request.
 - Credit Entry: An Entry that you initiate with us for the debiting of funds from your Account for transfer and crediting to an account at another financial institution.
 - Debit Entry: An Entry that you initiate with us to debit funds from an account at another financial institution and transfer the funds to your Account.
 - Non-Monetary Entry: Any notice or data complying with the ACH Record Format Specifications that is not an order or request for the transfer or withdrawal of funds. A Non-Monetary Entry is also referred to as a Pre-Note.
 - On-Us Entry: A Credit or Debit Entry that is directed to another account maintained with us.
- File: A group of Entries associated with a given transmittal register and the control total set forth therein.
- Processing Date: The date we send your Entry to the ACH Network for processing. The Processing Date is also the date your account is debited for the transactions.
- Settlement Date: The date the settlement of the Entry actually takes place; i.e., with respect to credit or debit Entries, the date an exchange of funds with respect to an Entry is reflected on the books of the applicable Federal Reserve Bank(s), and with respect to a Non-Monetary Entry, the date specified in the Settlement Date Field of the Entry. The Settlement Date is generally the same date as the Effective Entry Date. The Receiving ACH Operator determines the Settlement Date based on the Effective Entry Date and the current ACH processing date.

1.5. ENTRY REQUIREMENTS; FILE CREATION AND TRANSMISSION; AGGREGATE LIMITS

- a) Requirements in General. In using the ACH Service and initiating Entries with us, you are subject to and bound by the “ACH Requirements,” which consist, collectively, of: (i) this Service Agreement, (ii) the file formatting and other requirements and specifications contained in the User Guide or in any other materials or instructions we provide you in connection with the Service, and (iii) the Nacha Rules, which govern the use of the ACH Network. The Nacha Rules apply to all parties to an ACH transaction. You expressly accept and agree to be bound by the Nacha Rules in your use of the ACH Service.
- b) File Creation and Transmission. You must create your Entry files using software obtained from a third party and transmit the files to us through our Data Exchange Service (“DES”). Regardless of your method of file transmission, Entry files must be “unbalanced,” meaning the file will not include any offsetting Entries to your Account. All files must meet the format specifications set forth in the ACH Rules.

1.6 SECTION RESERVED FOR FUTURE USE.

- 1.7 AGGREGATE LIMITS. In our discretion and for our protection, regardless of whether or not Prefunding (as that term is defined in Section 1.10(b) of this Service Agreement) is required, we may limit the aggregate dollar amount of your Entries for which final settlement is pending at any given time (“Aggregate Limits”). We will advise you when you enroll in the ACH Service of your Aggregate Limits, and you agree not to exceed them. We may, in our sole discretion, refuse to process, or suspend the processing of, any Entries that exceed the Aggregate Limits, and we will have no liability to you or any other party for doing so. You agree to indemnify, defend and hold us harmless from any and all claims arising out of or relating to our refusal to process Entries that exceed the Aggregate Limits. We will periodically review your Aggregate Limits and may, in our sole discretion, change them at any time. We will notify you of changes. At our request from time to time, you agree to provide to us such information as we may reasonably require regarding your financial status, including, without limitation, copies of your most recent financial statements. We may also periodically obtain credit reports on you and/or your principals.

1.8 SECURITY PRECAUTIONS AND PROCEDURES

- a) Security Procedures. You agree to comply with all security procedures and requirements contained in the ACH Requirements (“Security Procedures”). You acknowledge that the Security Procedures are intended to assist you in minimizing the risk of unauthorized Entries but are not designed to detect an error in the transmission or content of an Entry, and that there is no agreement between you and us on security procedures for the detection of errors. You agree to pay us the amount (or request cancellation or amendment) of an Entry we receive that was transmitted or authorized by you, regardless of whether (i) we complied with the Security Procedures with respect to the Entry, (ii) the Entry was erroneous in any respect, or (iii) the error would have been detected if we had complied with the procedures. You agree to take reasonable steps to maintain the confidentiality of the Security Procedures and any User IDs, passwords, tokens, codes, security devices and related instructions we provide you (collectively, “Access Codes”). If you know or suspect that the Security Procedures or any Access Codes have been divulged to or accessed by unauthorized persons, you must notify us immediately followed by written confirmation. You agree that we may follow any and all instructions entered and transactions initiated on your behalf using the Security Procedures until such time as you notify us that the Security Procedures or Access Codes have been stolen, compromised, or otherwise known to persons other than you and any authorized Users and we have had a reasonable time to act upon such notice.
- b) Virus Protection, Firewalls and Malicious Software. You are obligated to take security precautions to protect your computer. There are a number of means and mechanisms by which other persons may obtain information from your computer or trick you or other ACH Users in order to gain control of your computer (or any computer used to access your accounts). Such unauthorized persons may obtain such access and/or control when you or other individuals use your computer to, among other things, access information on removable or network storage, and/or use the Internet for purposes of sending and receiving emails, browsing various websites, and conducting searches – all things you are likely to do on your computer on a regular basis. Specifically, you may be unwittingly induced to install on your computer malicious software (“malware”), commonly referred to, among other names, as computer viruses, worms, Trojan horses,

rootkits, backdoors, spyware, and adware, when, for example, you open an email attachment, click on a link in an email, click poisoned links within search results which lead you to other sites controlled by fraudsters, browse websites that have been attacked by viruses, install counterfeit software that appears legitimate but may contain malware, or insert on your computer removable storage devices such as CDs, MP3 players, and other USB memory devices. Once malware is installed on your computer, it is very difficult to detect using traditional antivirus software products running on the infected computer, and financial malware in particular is generally undetectable by all but a few antivirus products and often goes unnoticed until after unauthorized transactions have occurred.

We protect our own network and systems with various security protocols, but are under no obligation to determine if your computer (or any computer by which you access your accounts) is secure or if it is or may be compromised or insecure. We encourage you to routinely scan your hardware and software using reliable and current virus, firewall and malware protection products of your choice to detect and remove any viruses and malware found. A virus on your computer that goes undetected or unrepaired may corrupt and destroy your programs, files and even your hardware and may result in unauthorized transactions from your accounts.

We recommend, in summary, that you do the following when using your computer to originate ACH transactions and conduct other financial transactions:

- Access your accounts on one or more computers dedicated exclusively to performing financial work on which only essential security and financial software is installed. If you chose not to dedicate one or more of your computers exclusively to performing financial work, we especially encourage you to exercise caution when using your computer for activities unrelated to performing financial work.
- Do not access your accounts at Internet cafes and public WI-FI hotspots.
- Secure the computer(s) used to originate ACH transactions in a restricted area, and limit access to these computer(s).
- Monitor and reconcile your accounts regularly.
- Use the Internet cautiously.
- Notify us if you receive an online request to provide confidential information or data.
- Take note of any strange or unusual messages or activity on your computer.
- Use current virus, firewall and malware protection products on the computer(s) you use to perform financial work.
- Rebuild your computer if it becomes infected.

You agree that we are not responsible for any viruses, firewalls, malware, or similar devices or programs that you may encounter when accessing your accounts, or for any unauthorized transactions resulting from these devices and programs. Businesses that routinely transfer funds electronically are often targeted by scammers and tricked into making transfers in either in the wrong amount or to a wrong or fictitious Receiver. This often occurs when the email system of the business is hacked, and an email message that appears genuine (purportedly from another company associate or a vendor) instructs the email recipient to originate a transfer. The directive is later discovered to be fraudulent. To protect yourself against this type of scam, confirm via a call to a pre-established telephone number that the email directing the transfer is authentic. Do not accept changes to transfer instructions via email. Do not rely on emails received through free email accounts, which typically have more security concerns than emails sent or received through private email servers. Be suspicious of any instructions that direct you to transfer funds to an account held in the name of an unknown Receiver or in an unexpected geographic location. Once funds are transferred, they are often difficult or impossible to retrieve, especially if the funds are transferred to a Receiver/RDFI in a foreign country.

1.9 OUR PROCESSING OF ENTRIES

- a) General ACH Processing Terms. Provided that an Entry complies with the ACH Requirements, and subject to our right to reject an Entry, we will process the Entry to conform with the applicable file specifications, transmit the Entry as the ODFI, and settle for the Entry in accordance with the Nacha Rules. Except as provided below for On-Us Entries, we will transmit an Entry on or before the Settlement Date provided that: (i) we receive the Entry on a Business Day and by our applicable Cut-Off Time as stated below, (ii) funds are available in your Account to cover the amount of the Entry, and (iii) we receive the Entry at least one (1) Business Day before the Settlement Date if a Debit Entry, or at least two (2) Business Days before the Settlement Date if a Credit Entry. An Entry will be deemed received by us when we receive the electronic transmission containing the Entry. If you fail to comply with our processing deadlines or if an Entry otherwise fails to comply with the ACH Requirements, we may, in our sole discretion, use reasonable efforts to transmit the Entry in a timely manner, but we will have no liability to you if we fail to do so. We reserve the right to change our Cut-Off Time, which is set forth in Section 1.9 (b) of this Service Agreement, and we will give you prior notice if we do so.
- b) Cut-Off Time for Bank's Receipt of Entries. We process ACH Entries at various times throughout each Business Day. Entries received by 10:30 p.m. Eastern Time (the "Cut-Off Time") are processed the same Business Day. Entries received after 10:30 p.m. on a Business Day or Entries received on a non-Business Day will be processed the next Business Day.

Entries that are not On-Us Entries generally post to the Receiver's account on the Originator's scheduled Settlement Date as long as they are received on a timely basis by the ACH Operator (the Federal Reserve).

- c) Same Day ACH. We offer an optional Same Day ACH service, as that service is defined by the ACH Rules. You must enroll in this optional service.

For an Entry to be eligible for Same Day processing, the Entry must:

- have an Effective Entry Date that matches the Business Day on which we receive the Entry;
- be received by us prior to the First Citizens Bank deadline for Same Day ACH processing; and
- be in an amount no greater than the current Same Day ACH per-transaction dollar limit.

If an Entry does not meet the above criteria, it may be rejected or deferred for processing until the next Business Day. Please contact Business Support for our current Same Day ACH deadline and per-transaction limit. Same Day ACH Entries may be subject to an additional per-Entry fee.

Same Day ACH services are not available for International ACH Transactions (IAT).

To enroll in the Same Day ACH service, you must contact Business Support using the information contained in Section 19 of the TMS General Terms.

- d) On-Us Entries. Provided an Entry complies with the ACH Requirements, we will credit or debit, as applicable, the Receiver's account in the amount of the Entry on the Effective Entry Date; however, we may delay posting as required or permitted by the ACH Requirements or reject an Entry as provided below. If the On-Us Entry fails to comply with the ACH Requirements, we will use reasonable efforts to credit or debit the Receiver's account in the amount of the Entry no later than the next Business Day following the Effective Entry Date or at such later time as required or permitted by the ACH Requirements.
- e) Rejection of Entries. We may reject any Entry: (i) that does not comply with the ACH Requirements, (ii) that contains an Effective Entry Date more than thirty (30) calendar days after the Business Day we receive the Entry; (iii) if an On-Us Entry, for any reason for which an Entry may be returned under the ACH Rules; (iv) if you have failed to comply with your Account balance obligations; (v) if you do not adhere to the Security Procedures, and/or (vi) under circumstances that we know or reasonably suspect involve fraudulent, unlawful or disputed acts or that may subject us to an actual or potential loss of any kind. Provided you have complied with the Cut-Off Time, we will notify you no later than the Settlement Date if we reject an Entry. We may

notify you by telephone, electronic transmission or other means, and the notice will be effective when given. We will have no liability to you or any third party for our rejection of an Entry or the fact that notice of rejection is not provided earlier than as stated herein.

- f) Cancellation or Amendment of Entries. You have no right to cancel or amend an Entry after we have received it; however, provided the Entry complies with the ACH Requirements, we may use reasonable efforts to act on a cancellation or amendment request if we receive the request within a sufficient time prior to processing the Entry to prevent transmission, or, in the case of an On-Us Entry, to prevent crediting a Receiver's account. We will not be liable if a requested cancellation or amendment is not processed. You agree to reimburse us for any expenses, losses, or damages we may incur in processing or attempting to process your request for the reversal of an Entry.
- g) Returned Entries, Notice of Returned Entries and Notifications of Change. Nacha expects that all ACH Network participants work towards reducing the number of overall returns, and in particular, administrative returns, thereby reducing the number of transactions entering the ACH Network that result in exceptions and returns. Accordingly, to comply with Nacha's expectations, we routinely monitor your administrative and overall returns to ensure your return rates do not exceed our established acceptable rate levels. If your return rates are excessive, we will require you to reduce your return rates to our established acceptable level or face termination of your Service in accordance with the provisions in Section 17 of the TMS General Terms.

We will notify you by mail or electronic transmission of the receipt of a returned Entry Notification of Change ("NOC") or Corrected Notification of Change ("Corrected NOC"). We will transmit the notice to you no later than one (1) Business Day after the Business Day on which we receive the returned Entry or NOC if you have arranged with us for electronic notice; otherwise, notice will be deposited in the U.S. Mail to you within two (2) Business Days. We will provide you with information relating to a NOC or Corrected NOC as required by the Nacha Rules. You must promptly correct your records to reflect the information contained in a NOC or Corrected NOC prior to initiating another Entry to the Receiver's account. Except for an Entry you retransmit in accordance with the ACH Requirements, we have no obligation to retransmit a returned Entry provided we complied with the ACH Requirements with respect to the original Entry.

- h) Inconsistency of Name and Account Number. You acknowledge and agree that (i) we and the financial institution that receives an Entry initiated by you may rely on the account number of the Receiver supplied by you with the Entry, and may process and apply the Entry on the basis of that account number, even if the account number is inconsistent with the Receiver's name or if it identifies a party different from the named Receiver, and (ii) your obligation to pay us for the amount of the Entry is not excused in such circumstances.
- i) International ACH Transactions ("IATs" or "IAT Entries"). Prior Approval Required by the Bank. An International ACH or IAT is an Entry that is part of a payment transaction involving a Financial Agency's office that is not located in the territorial jurisdiction of the United States. A Financial Agency is an entity authorized by applicable law to accept deposits or to conduct the business of issuing money orders or transferring funds. An office of a Financial Agency is involved in a payment transaction if it (i) holds an account that is credited or debited as part of the payment transaction, (ii) receives payment directly from a party or makes payment directly to a party as part of the payment transaction, or (iii) serves as an intermediary in the settlement of any part of the payment transaction. The Bank does not automatically provide the ability to originate IATs, and such IAT Entries will be rejected and not processed. However, if approved by us, you may request the Bank to process IATs or IAT Entries on an exception only basis.

You agree not to originate any IATs without our explicit approval in writing. Violation of this rule could result in penalties and/or termination of the ACH Service.

IAT entries are not eligible for Same Day ACH services.

- j) Unauthorized Entries. You are strictly responsible for establishing and maintaining your own internal procedures to safeguard against unauthorized Entry transmissions. **YOU MUST REVIEW YOUR ACCOUNT STATEMENTS DAILY**

TO SAFEGUARD AGAINST UNAUTHORIZED ENTRIES POSTING TO YOUR ACCOUNT. UNDER NACHA (National Automated Clearinghouse Association) and Nacha Operating Rules and Guidelines (Nacha RULES), ALL RETURNS FOR UNAUTHORIZED ENTRIES MUST BE PROCESSED BY THE RDFI OR RECEIVING BANK WITHIN 24 HOURS OF SETTLEMENT. IF YOU DO NOT REQUEST A RETURN FOR UNAUTHORIZED ENTRIES WITHIN 24 HOURS OF THE ENTRY POSTING TO YOUR ACCOUNT, WE CANNOT GUARANTEE A RETURN OF THE FUNDS.

Nacha expects all ACH Network participants to work towards reducing the return rate for unauthorized debit Entries. Accordingly, to comply with Nacha's expectations we regularly monitor your return rate levels for unauthorized debit Entries, and these levels must remain below our established acceptable rate and the threshold rate set forth in the Nacha Rules. If your return rate levels exceed our established acceptable rate for a period greater than 60 days, we may terminate your ACH Service in accordance with the provisions in Section 17 of the General Terms. You represent and warrant that no individual will be allowed to initiate Entries without full legal authority and/or in the absence of proper supervision and safeguards. The occurrence of unauthorized access will not affect any Entries that we receive from you and transmit in good faith prior to our receipt of notification and within a reasonable time after Bank's receipt of such notice to allow Bank to prevent unauthorized transfers. If we receive an Entry that purports to have been transmitted or authorized by you, it will be deemed effective as your Entry, and you are obligated and legally bound to pay us the Entry amount even if the Entry was not in fact authorized by you unless we were notified in sufficient time to allow us to stop our processing and transmittal of the Entry.

1.10 PAYMENT FOR ENTRIES

- a) Credit Entries. You agree to pay us the amount of each Credit Entry on or before the date we transmit the Entry and before the Settlement Date and at such time as we, in our discretion, may require.
- b) Credit Entries Requiring Prefunding. We, in our discretion, may require you to prefund Entries. "Prefunding" means you ensure that when you transmit a File to us, you have, or will have on the Processing Date, sufficient available funds in your Account to cover that File. If we require you to Prefund, we will not process any File containing Credit Entries when your Account does not contain sufficient available funds to cover the File, regardless of whether we may have done so in the past, or if you have exceeded your Aggregate Limits for that day. Files presented against your Account with insufficient available funds will be suspended, and an NSF fee will be charged. If your Account is not funded within two (2) days of the Effective Date, the suspended file will be automatically deleted. You agree to pay all fees charged by us in connection with Prefunding, and authorize us to debit such fees from your Account.
- c) Returned Debit Entries; Forecasted Returns. If a Debit Entry we process for you is returned, rejected or reversed for any reason ("Returned Debit Entry"), you will promptly pay us the amount of the Returned Debit Entry. We may hold funds in your Account in anticipation of receiving Returned Debit Entries if the level of previous Returned Debit Entries exceeds limits determined by us in our sole discretion ("Forecasted Returns"). You will pay us for any Returned Debit Entry or Forecasted Returns that have been previously credited to your Account, and such amounts are immediately due and payable on the day the Returned Debit Entry is posted to your Account. We will notify you as required by the ACH Requirements that a Debit Entry has been returned unpaid. We may offer other reports from time to time.
- d) Charges and Credits to Your Account. You authorize us to debit your designated Account without further notice or demand for all amounts due and payable to us in connection with the ACH Service, including, without limitation, amounts for Entries, returns, reversals and/or fees. We generally will debit your Account on the Settlement Date for the amount of the applicable Entry, unless we require Prefunding in which case we will debit your Account on the Processing Date. If an Entry is returned after we have received payment from you for the Entry, we will credit your Account for the amount we receive in connection with the return on the Business Day we receive such amount.
- e) Account Balance. You will at all times maintain a balance of available funds in your Account sufficient to cover your payment obligations in connection with the ACH Service. If funds are not available in your Account on the Processing Date to pay the amount of the File in full at such time as Bank attempts to debit your Account, an insufficient funds fee

will be charged to your Account. If there are not sufficient available funds in your Account to cover all of your obligations in connection with the ACH Service, you agree that we may, and you authorize us to, debit any account maintained by you with us or set off the amount you owe us against any amount we owe you, in order to obtain payment of amounts you owe in connection with the ACH Service.

- 1.11 REVIEW OF ACCOUNT STATEMENT. Entries will be reflected on your periodic Account statement. You agree to review your Account statement daily upon receipt and notify us immediately of any discrepancy between your records and the information shown on your Account statement. If you fail to notify us of any discrepancy immediately after receipt of a periodic statement containing such information, you will be precluded from asserting the discrepancy against us.
- YOU MUST ALSO REVIEW YOUR ACCOUNT STATEMENTS DAILY TO SAFEGUARD AGAINST UNAUTHORIZED ENTRIES POSTING TO YOUR ACCOUNT. UNDER NACHA RULES, ALL RETURNS FOR UNAUTHORIZED ENTRIES MUST BE PROCESSED BY THE RDFI OR RECEIVING BANK WITHIN 24 HOURS OF SETTLEMENT. IF YOU DO NOT REQUEST A RETURN FOR UNAUTHORIZED ENTRIES WITHIN 24 HOURS OF THE ENTRY POSTING TO YOUR ACCOUNT, WE CANNOT GUARANTEE A RETURN OF THE FUNDS.
- 1.12 RECORDING OF COMMUNICATIONS. You agree that all telephone conversations or data transmissions between you and us or our respective agents may be electronically recorded and retained by either party by use of any reasonable means.
- 1.13 YOUR REPRESENTATIONS AND WARRANTIES; INDEMNITY
- a) Representations and Warranties. With respect to each and every Entry you initiate, you represent and warrant to us that: (i) each person shown as the Receiver on an Entry has authorized the initiation of the Entry and the crediting or debiting, as applicable, of the Receiver's account in the amount and on the Effective Entry Date shown on such Entry; (ii) such authorization is operative at the time of our transmission or crediting of the Entry as provided herein; (iii) you have transmitted the Entry to us in accordance with the ACH Requirements; (iv) you will perform your obligations in accordance with all applicable federal and state laws and regulations applicable to the providers of ACH payment services, and all laws, regulations and orders administered by OFAC and the Financial Crimes Enforcement Network ("FinCEN") and shall not initiate any Entry in violation of sanctions enforced by OFAC, and shall not act on behalf of, or transmit funds to or from, any party subject to OFAC sanctions; and (v) you will be bound by and comply with the Nacha Rules and the ACH Requirements in effect from time to time.
- b) Provisional Payment. You agree to be bound by and comply with the provision of the ACH Rules that payment of a Credit Entry by a RDFI to the Receiver is provisional until receipt by the RDFI of final settlement for the Entry. You specifically acknowledge that you have hereby received notice of the foregoing rule regarding provisional payment and of the fact that if settlement for the Credit Entry is not received by the RDFI, the RDFI shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry.
- c) Indemnity. You agree to and hereby indemnify us against any loss, liability or expense (including reasonable attorney's fees and expenses) resulting from or arising out of: (i) any breach of any of the foregoing representations or agreements or any other provision of this Service Agreement, the Nacha Rules or the ACH Requirements; and (ii) any claim of any person that we are responsible for any act or omission by you or any person, including, without limitation, any Federal Reserve Bank, Automated Clearing House or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed our agent.
- 1.14 RELIANCE; LIMITATIONS
- a) Reliance. In the performance of the ACH Service, we are entitled to rely solely on the information provided by you and your agents for Entries, and we will not be responsible for the accuracy or completeness of the information. We will not be responsible for acts or omissions with respect to Entries, including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of Entries, that we receive from you or any other person, including, without limitation, a Federal Reserve Bank, automated clearing house or transmission or communications facility, Receiver or RDFI, and no

such person shall be deemed our agent.

- b) Limitations. In addition to the limitations on our liability for performance of the ACH Service stated in the General Terms, we will be excused from failing to transmit or from a delay in transmitting an Entry if the transmittal would result in our having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or, in our reasonable judgment, otherwise violates any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other United States governmental regulatory authority.
- 1.15 DATA RETENTION. You agree that you will retain on file sufficient data to permit remaking of Entries for at least one (1) Business Day after the Settlement Date, and you will provide such data to us at our request. Without limiting the generality of the foregoing provision, you specifically agree to be bound by and comply with all applicable provisions of the ACH Rules regarding the retention of documents or any record, including, without limitation, your responsibilities to retain all items, source documents and records of authorization in accordance with the Nacha Rules.
- 1.16 RECORDS. All Entries, Security Procedures and related records, data and information ("Records") used by us in connection with the ACH Service are and will remain our property. We may, in our sole discretion, make available to you such Records upon your request. You agree to reimburse us for any expenses we incur in making such Records available to you. Nothing in this Service Agreement obligates us to retain Records beyond any retention period we establish in our discretion.
- 1.17 EVIDENCE OF AUTHORIZATION. You agree to obtain all consents and authorizations required under the ACH Rules and to retain such consents and authorizations for two (2) years after they expire. If an Entry you originate is disputed, and the applicable RDFI demands proof that such Entry was authorized by the Receiver, you shall provide to us an original or a copy of the authorization or consent authorizing the Entry.
- 1.18 SPECIAL SECTION FOR THIRD PARTY SERVICE PROVIDER CUSTOMERS, INCLUDING THIRD PARTY SENDERS
- a) Audit Requirements. If your business is a Third Party Sender or other type of Third Party Service Provider under ACH Rules, and you perform a function of ACH processing on behalf of an ODFI or RDFI, you must comply with Nacha's Third Party Service Provider audit requirements, which are set forth in Appendix Eight of the Nacha Operating Rules. Specifically, you must conduct an annual audit of your compliance with the Nacha Rules by December 31 of each year and retain proof of your completed audit as well as supporting documentation for six (6) years from the date of each audit, and such proof must be available for provision to Nacha upon request. Failure to comply with this requirement could result in Nacha-imposed fines and penalties against you and will result in termination of the ACH Service.
 - b) Third Party Sender Obligations with Respect to Transmitting ACH Entries. If you are a TPS and act as an intermediary between an Originator and us for the origination of ACH transactions, you must provide to us, within two Business Days of our request, any information or documentation we consider reasonably necessary to identify each Originator for which you transmit Entries.
 - c) Third Party Sender Warranties and Indemnifications. When you transmit Entries to a Receiver's account on behalf of an Originator, you warrant to us that the Originator has agreed to assume the responsibilities of an Originator as required under the Nacha Rules. In any case where an Originator fails to perform its obligations as an Originator under the N a c h a Rules, you agree to indemnify us against any resulting loss.
 - d) Retention of Records. When acting as a Third Party Sender, you and the Originators on whose behalf you act are responsible for the retention and delivery of any records, documentation, copies of source documents and records of authorization.
- 1.19 REQUIREMENTS AS TO NESTED THIRD-PARTY SENDERS.
- a) ACH Agreement. If you transmit ACH Entries for any Nested Third-Party Sender, you must have an ACH Agreement with

the Nested Third-Party Sender that complies with the Nacha Rules and this Service Agreement (and all requirements) as if the Nested Third-Party Sender were you as a customer of the Bank. Such ACH Agreement between you and its Nested Third-Party Sender shall also include the representations and warranties made by you in the Service Agreement, with Bank as an express beneficiary, and the indemnification of Bank as provided in the Service Agreement. Further, you must provide the list of such Nested Third-Party Sender's Originators with the information set forth in Section 1.18 above before transmitting Entries for the Nested Third-Party Sender and provide to Bank any information considered to be reasonably necessary to identify each Originator on whose behalf it initiates Entries within two (2) Business Days of Bank's request. At all times, you shall be responsible for each Nested Third-Party Sender's compliance with the Nacha Rules.

- b) **Audit Rights.** In addition to Bank's audit rights under the Service Agreement, Bank reserves the right to conduct periodic audits and other due diligence of each Nested Third-Party Sender and its Originators in Bank's discretion as long as the relationship continues to the same extent that Bank may audit or request information on you and your Originators.
- c) **Termination.** In addition to Bank's termination rights under the Service Agreement, Bank has the right to terminate or suspend these Service Agreement terms, or terminate the services for any Originator or Nested Third-Party Sender of yours, for any breach of the Nacha Rules or as required for Bank to comply with the Nacha Rules.

2. ACH POSITIVE PAY SERVICES

- 2.1 **INTRODUCTION.** This Service Agreement contains terms and conditions specifically applicable to our ACH Positive Pay Services ("ACH Positive Pay"). In using the ACH Positive Pay Service, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions ("TMS General Terms") and the applicable User Guides.
- 2.2 **DESCRIPTION OF THE SERVICE.** ACH Positive Pay allows you to monitor ACH activity on your Account using the option you select, all of which available options are described below. Each option is subject to a separate fee and applicable charges in accordance with our current pricing schedule.
- 2.3 **ACH SERVICE ENROLLMENT.** Except as otherwise described in this Service Agreement, you must be enrolled in either our Commercial Advantage Service or our Digital Banking for business Service in order to obtain ACH Positive Pay services. This Service Agreement will not be construed to override or supersede any provision of the Commercial Advantage Customer Agreement or the Digital Banking Agreement, except with respect to those matters expressly covered by this Service Agreement. When you receive notification from us that the ACH Positive Pay Service has been activated, you must establish on Commercial Advantage or Digital Banking for Business a valid email address and your alert preferences to ensure that any alert notifications we send you will go to your designated email inbox. Regardless of the option you select and your instructions under this Service Agreement, we reserve the right to reject any ACH transaction for any reason provided in the ACH Service Agreement including without limitation for failure of the transaction to comply with the Nacha Rules, and/or, if regarding an On- Us Transaction, for the return reasons permitted under the Nacha Rules. In addition, we may reject an ACH transaction and/or suspend or terminate the ACH Positive Pay Service for: (i) your failure to maintain sufficient balances in your Account to cover your obligations; (ii) your failure to adhere to our security requirements and procedures; (iii) circumstances that we know or suspect involve fraudulent, unlawful or disputed acts or that may subject us to an actual or potential loss of any kind; and/or (iv) if your account for which the ACH Positive Pay Service is enabled goes into a closed status due to inactivity or non-funding. If the account is reopened, you will need to request the ACH Positive Pay Service to be re-activated.
- 2.4 **TOTAL BLOCK OPTION.** If you select this option, ACH Entries (either Credit Entries, Debit Entries or both Credit and Debit Entries) received are automatically blocked from posting to your Account and are returned to the Originator as "unauthorized." We do not notify you of either receipt of the Entries or their return, and no additional action on your part is required to block the Entries. The Total Block option is available without also being enrolled in Commercial Advantage or Digital Banking for Business; however, reporting of returned entries for the Total Block option is available on Commercial Advantage.

2.5 FILTER OPTIONS

- a) **Approved List.** If you select this option, you may choose to provide us a list in the form we require of approved Originators of ACH Debit Entries with a preauthorized dollar amount for single transaction authorization or a maximum dollar amount per Originator for recurring transaction authorizations. We will monitor incoming ACH Debit Entries and will "suspend" those that do not comply with your preauthorization parameters. You may choose to wait until an item suspends to add it to your preauthorized approved list.
- b) **Notification.** Provided that you have complied with all of our requirements and instructions for establishment of the ACH Positive Pay Service including, without limitation, your establishment of a valid email address and alert preferences, we will notify you of each ACH Debit Entry we receive that does not meet your preauthorization parameters (each an "Exception"). The notice will contain identifying information for each Exception. We will notify you of Exceptions on the next Business Day after they are received by the Bank. Entries received in the Bank prior to the Service being enabled, regardless of effective date, will not present through ACH Positive Pay as an Exception and will post to your account. We have no duty to notify you of an Exception if you have failed to comply with all of our requirements and instructions.

You agree that we will provide Exception notices to you via electronic delivery through Commercial Advantage or Digital Banking for Business.

- c) **Notification Response.** You are responsible for responding to any ACH Positive Pay Exceptions as they are presented to you electronically via Commercial Advantage or Digital Banking for business. We process ACH Positive Pay Exceptions every Business Day. You must enter and save all Pay or Return decisions online through Commercial Advantage or Digital Banking for business, following the instructions in the ACH Positive Pay User Guide, no later than 3:30 p.m. Eastern time on the same day that the Entries are presented to you. If your business is closed on a Business Day, you remain responsible for managing any Exceptions received that day. **NOTE:** If you fail to comply with these requirements:

For Commercial Advantage or Digital Banking for business, the Entry will be paid or returned based on your designated default decision.

2.6 OUR ACTIONS.

- a) **Instructions.** Upon receipt of your Pay or Return instructions, we will update our system to reflect your decision as to each Exception and, as applicable, either return the Entry or post it to your Account on the applicable effective date.
- b) **Recurring Transaction.** If you indicate that the Exception is an authorized recurring transaction, we will without further notice to you modify your preauthorization parameters to reflect that the payment is authorized. Once the preauthorization parameter is modified, we will not treat a recurrence of that Entry as an Exception unless the recurring Entry falls outside the parameters you have specified for "recurring exact amount" or "recurring maximum amount."

2.7 SEC MONITOR OPTION. SEC codes are 3-digit codes required by Nacha to be assigned to each ACH transaction. The SEC code identifies what type of transaction occurred to create the Entry. With the SEC Monitor Service, you preauthorize certain SEC codes for ACH Entries debiting your account. We will automatically block your Account to ACH Entries that do not contain your preauthorized SEC codes and will return the Entries to the Originator as "unauthorized." We do not notify you of receipt of the blocked Entries or their return, and no additional action on your part is required to block the Entries. The SEC Codes that are available for preauthorization are: CCD, CCD+, PPD, CBR, IAT, TEL, WEB, ARC, and POP.

2.8 SEC SCREEN OPTION. If you select this option, we will block the posting to your Account of checks that have been converted to an ACH Entry (specifically, Re-presented Check Entries, Telephone-Initiated Entries and Internet-Initiated Entries). We will automatically block your Account to these Entries and will return the Entries to the Originator as

“unauthorized.” We will not notify you of receipt of the blocked Entries or their return, and no additional action on your part is required to block the Entries.

2.9 EXCLUSIONS. Certain transactions originated by us or by others acting on our behalf for other FCB services, or transactions to make payments to us that you have authorized separately from the ACH Positive Pay Service, are not subject to the terms of the ACH Positive Pay Service. These may include, but are not limited to, FCB Merchant settlement entries, FCB loan, lease or credit card payments, or other similar transactions.

2.10 CUSTOMER ACKNOWLEDGEMENTS

- a) **NO LIABILITY.** YOU AGREE BANK SHALL HAVE NO LIABILITY FOR THE PAYMENT OF ACH ITEMS THAT DO NOT MEET YOUR PREAUTHORIZATION PARAMETERS (each an “Exception”) INCLUDED IN AN EXCEPTION NOTICE AND YOU DO NOT GIVE US TIMELY INSTRUCTIONS TO PAY or RETURN THE ACH ENTRY. BY TRANSMITTING OR NOT TRANSMITTING A PAY OR RETURN DECISION TO US, YOU WARRANT THAT YOU PROPERLY ISSUED ALL ACH ITEMS THAT MATCH THE INFORMATION ON THE ACH APPROVED LIST, AND WE SHALL HAVE NO FURTHER RESPONSIBILITY OR LIABILITY FOR PAYMENT OR NON-PAYMENT OF THE ACH ITEM.
- b) REASONABLE EFFORTS. We will use reasonable efforts under the circumstances to respond promptly to proper requests for copies of Exception ACH entries, but you acknowledge that our failure to provide copies does not extend the deadline by which you must notify us of your Pay/Return Decision.

3. ACCOUNT RECONCILIATION PLAN (ARP) SERVICES

3.1 INTRODUCTION. This Service Agreement contains terms and conditions specifically applicable to our Account Reconciliation Plan (ARP) services (“ARP Service”). In using the ARP Service, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions (“TMS General Terms”) the applicable User Guides.

3.2 DESCRIPTION OF THE SERVICE. The ARP Service provides automatic reconciliation of all checks paid against your Account with additional options as described below. The ARP Service also includes a deposit reconciliation option as described below. Each option is subject to a separate fee and associated charges as applicable in accordance with our current pricing schedule. We also may offer you additional reporting features in connection with the Service that are tailored to your specific needs.

3.3 FULL RECONCILIATION SERVICE.

- a) Check Issue Report. You will provide us in electronic format a report of checks issued during the applicable reporting period (“Check Issue Report” or “Report”). The Report must contain for each check the check serial number, the exact check amount in dollars and cents, and the check issue date. You will transmit the Report to us through either our Commercial Advantage service, or Digital Banking for Business service, or our Data Exchange Service (DES), which is our secure file transfer system. (Note: You must enroll separately in Commercial Advantage or Digital Banking or DES). If you use Commercial Advantage or Digital Banking, you may both create and transmit the Check Issue Report, or you may create the Report outside Commercial Advantage or Digital Banking and use Commercial Advantage or Digital Banking to transmit the Report. DES can only be used to transmit, not create, the Report. If you use DES, you agree to upload the data into DES using secure internet protocol.
- b) Reconciliation Report. After we receive your Check Issue Report, we will balance the information in your Report to your Account statement, correct encoding errors and incorrect check numbers. Within five (5) Business Days after we receive the last Check Issue Report for the applicable reconciliation period, we will (i) provide you an electronic report of checks that have paid, and (ii) mail you a reconciliation report that will include a listing of individual checks paid during the applicable period and checks that are still outstanding with totals of both categories, separate reports for paid and outstanding checks if requested, notation of checks you report as voided or canceled during the applicable period, and the status of any checks that are under a stop payment order. We also may offer you additional reporting features in connection with the ARP Service that are tailored to your specific needs.

- 3.4 PARTIAL RECONCILIATION SERVICE. With the Partial Reconciliation service, you do not provide us information on checks you have issued. Within five (5) Business Days after the end of the applicable reporting period, we will (i) provide you an electronic report of checks that have paid, and (ii) mail you a reconciliation report that includes information on paid checks, other debits and credits to your Account, and checks subject to stop payment orders. We also may offer you additional reporting features in connection with the ARP Service that are tailored to your specific needs. We also will correct check numbers that post to your Account incorrectly and balance the reconciliation information to your Account statement.
- 3.5 DEPOSIT RECONCILIATION SERVICE. The deposit tickets for your Account will be encoded with a specific “store” number per location. At the end of each Account cycle, we will provide you a deposit reconciliation report that displays each deposit/ credit by location and provides sub-totals for each location. Within five (5) Business Days after the last day of your Account cycle, we will provide the reconciliation report to you either electronically or by U.S. mail as you may elect.

4. AUTOMATED PAYABLES SERVICE

- 4.1 INTRODUCTION. This Service Agreement governs your use and contains terms and conditions specifically applicable to our online service known as Automated Payables Service (“Payment Service”). In using the Payment Service, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions (“TMS General Terms”) and any applicable User Guides.
- 4.2 DESCRIPTION OF THE SERVICE. By using the Payment Service, you’ll be able to automate multiple steps in the accounts payable (AP) process. You can use the Payment Service for internal business purposes to process payment transactions from your linked business Account(s) to such payees as determined by you when using the available payment methods through the Payment Service. You can digitally upload, store, and track your invoices or bills so you can easily find them. The software automatically enters data from different invoices, like uploading the payment information for a new vendor or collecting information from each bill. You can also use it to track invoice deadlines and pay them — using ACH and other electronic methods — or automate the print and mailing of checks. Electronic remittance data is sent to vendors for payment made. These remittances contain the invoice(s) data for the payment being made.
- 4.3 ACCESS. Subject to Customer’s compliance with all of the terms and conditions of this Service Agreement and the TMS General Terms, Bank hereby grants Customer a non-exclusive, non-transferable, non-sublicenseable right to access the Payment Service for Customer’s internal business purposes to process payment transactions from Customer’s linked business Account(s) to such payees as determined by Customer using the available payment methods through the Payment Service. The Payment Service is accessible on a software-as-a-service basis over the internet and Customer is not required to download or install any software to access the Payment Service, provided that Customer should consider securing its transmission of data over the internet via a virtual private network (VPN) connection or employing other reasonable security measures.
- 4.4 LIMITS ON USE. Bank may make the Payment Service available on either a fee or no fee basis in its discretion. Bank may change the Payment Service at any time without notice, and reserves the right to suspend or deny access to the Payment Service in whole or in part at any time, including if (i) denial is requested by law enforcement or a regulatory agency; (ii) there has been a security breach or unauthorized access related to Customer’s accounts; (iii) Bank deems denial necessary, in its sole and absolute discretion, for risk management purposes or to prevent any liability for Bank and its suppliers; (iv) Customer is believed to have engaged in fraudulent acts, violations of law, or violations of this Agreement; or (v) Bank believes that to provide the Payment Service would be in violation of its legal requirements or illegal. Denials under this paragraph will continue as long as necessary and will not create any liability from Bank to Customer. Certain payments by their nature are not permitted through the Payment Service; see details below in Section 4.7 (Restricted Payments).
- 4.5 IP OWNERSHIP & ADDITIONAL LIMITS ON USE. Ownership of the Payment Service, the website or application through which it is accessible, the underlying software and all intellectual property rights in such Payment Service, website and application, and all trademarks and logos on any of the foregoing (the “Bank IP”), remain with Bank and its suppliers and

licensors. Customer gains no rights in the Bank IP except the limited right to use the Payment Service set forth in Section 4.3 above. The software within the Bank IP (and underlying “source code” that enables the software to function) is protected under U.S. copyright law and international copyright treaties. Customer is not permitted to publish, sell, market, distribute, lend, lease, rent, or sublicense the software or underlying source code. Customer is also not permitted to reverse engineer or decompile such Software to access the source code or to copy, modify, adopt or otherwise take any action in respect to the source code.

- 4.6 FUNDING PAYMENTS. Customer is required to provide funds to pay for payments requested through the Payment Service from Customer’s linked business Account(s) elected by Customer for such purpose. The “Available Balance” in such applicable account will be determined in accordance with our normal deposit account processing and posting procedures and times, and will be used to pay for payments requested through the Payment Service in the order that the requests for payment were received. In the event the Available Balance in the account is insufficient to cover any requested transaction, Bank may, without prior notice to you, refuse, delay or suspend performance of all or a portion of such transaction. Bank and its suppliers are not responsible for any liabilities which result from failure or delay in processing a payment or Customer paying the designated payee as a result of insufficient Available Balance. Whether overdraft protection or any other similar benefits to help Customer avoid insufficient Available Balance are available to Customer is determined by the separate terms of Customer’s business banking relationship with Bank; this Service Agreement does not confer any such benefits.
- 4.7 RESTRICTED PAYMENTS. Any attempt to make a payment through the Payment Service to payees outside of the United States or its territories is prohibited. Each payee must have a valid U.S. mailing address that First Citizens or its suppliers can verify. Bank does not authorized use of the Payment Service for unlawful or inappropriate purposes, such as gambling, obscenity, pornography, violence, misappropriation, unauthorized access or interference, harassment, or unsolicited or deceptive messages. Any such use is prohibited. The Payment Service is also not intended for use to make payroll, alimony, child support, or tax payments, or to pay other governmental fees or court-directed payments (“Legal Payments”). Customer acknowledges that if a user submits a payment involving the restricted purpose types described in this paragraph through the Payment Service, Bank or its suppliers may suspend or deny processing of the payment and does not assume any liability for penalties, or any other expense, fine, claim or damage related to non-payment upon the processing or completion of such a payment. Bank and its suppliers have no obligation to research or resolve any claim resulting from any Legal Payments. Bank reserves the right to refuse to pay any payee to whom a payment is directed using the Payment Service if Customer attempts to make any Legal Payments or other prohibited payment. Customer will receive notice of payments that have been refused for processing.
- 4.8 METHODS OF PAYMENT. Bank will process and post payment transactions requested through the Payment Service in accordance with the terms of the Treasury Management Services Agreement (“TMS Agreement”) and TMS General Terms to which you are a party and any applicable Service Agreement or User Guide thereunder.
- 4.9 DISPUTED ITEMS. Customer acknowledges that Customer is required to notify Bank in writing of any disputed item on Customer’s Payment Service statement within the applicable notification period requirements related to the underlying method of payment. If Customer fails to timely dispute an item, it will be deemed undisputed and accepted by Customer. Customer agrees that Customer shall be responsible for all unauthorized use of the Payment Service through Customer’s account, including any mistaken or misdirected payments through such account. Unless required by law, Bank and its suppliers are not responsible for any problem Customer may have with any payees paid, including the payee refusing a particular form of payment.
- 4.10 SECURITY. It is important that Customer use good practices to safeguard the security credentials that authorize access to the Payment Service. Bank and its suppliers and licensor are not responsible in any manner for the unauthorized use of the Payment Service. It is Customer’s sole responsibility to ensure that Customer’s own security practices are sufficient to protect Customer’s interests. Notify Bank immediately if someone gains unauthorized access to Customer accounts or there is any loss or compromise of any log-in credentials. Bank is not responsible for the confidentiality, security, or integrity of information while in transit over the internet or any third party communication/utility lines or otherwise outside of the network or systems of

Bank and its suppliers. Bank reserves the right to immediately adapt its security processes and procedures if Bank believes that swift action is required for the security of Bank, Customer, the Payment Service or other customers or subcontractors of Bank.

- 4.11 HACKING AND MALWARE RISKS. Customer understands that there is a risk that criminals may use various schemes (such as offers of free software or e-mail messages with attachments) to plant a computer virus, spyware or other malicious software (collectively "malware") in Customer's computers to gain access to Customer's internet banking applications and their access IDs, security keys, one-time passcodes, passwords and other security protocols. This malware then uses the information to initiate payments to third parties by means of wire transfers, ACH entries, or other means of electronically transferring funds. Customer acknowledges that there is a substantial risk of this occurring and therefore agrees to take all commercially reasonable steps to prevent the installation of such malware on its computers. These steps include, but are not limited to, installing, and maintaining state-of-the-art anti-virus and malware detection software on Customer's computers. Customer agrees that the Bank has no duty or obligation whatsoever to protect it from such criminal activities and that the Bank has no duty or obligation to ascertain whether or not any wire transfer, ACH entry, payment order or other electronic transfer of funds from Customer's Accounts is made in connection with a legitimate transaction when the instruction to transfer funds or make a payment is initiated from its computers and/or is accompanied by the correct security procedure. Customer also agrees that the Bank has no obligation to ascertain whether Customer has initiated any wire transfer or other payment order, ACH credit entry or other electronic or paper payment to the same or similar beneficiary on any prior occasion or whether the geographic location of the beneficiary or the geographic location of the beneficiary's Bank is consistent with Customer's normal payment activities. The Bank has no obligation to ascertain whether any wire transfer, payment order, ACH credit entry or other payment is consistent with Customer's present or past payment activities, the size of its business, the number, location or compensation of any of its employees or agents or whether the transfer of funds is for the benefit of Customer's business. CUSTOMER FURTHER AGREES THAT THE BANK HAS NO OBLIGATION TO DETERMINE WHETHER OR NOT THE SECURITY OF YOUR COMPUTERS OR COMPUTER SYSTEMS HAVE BEEN COMPROMISED AT ANY TIME BY THE ACTIONS OF A THIRD PARTY. THE BANK IS NOT RESPONSIBLE FOR ANY CUSTOMER LOSSES, DAMAGES, ERRORS, FAILURES, FRAUDULENT TRANSACTIONS, OR MALFUNCTIONS ARISING OUT OF OR IN CONNECTION WITH ANY UNAUTHORIZED INTRUSION INTO CUSTOMER'S COMPUTERS, WHETHER BY COMPUTER VIRUS, SPYWARE OR OTHER MALWARE OR OTHER WRONGDOING.
- 4.12 IDENTIFICATION OF CUSTOMER. Customer understands and agrees that Bank may use and disclose Customer identifying information and Customer account information to its suppliers assisting with payment processing through the Payment Service as necessary to process the payments requested by Customer through the Payment Service, and to comply with a government agency request or court orders. Additionally, to help the U.S. government fight the funding of terrorism and money laundering activities, federal law may also require Bank or its suppliers to obtain, verify, and record information that identifies Customer (and any guarantor or co-maker) as part of initial and on-going customer review processes. Therefore, Bank may, at its option, require Customer to provide, or provide on Customer's behalf, various identifying information that will allow Bank and its suppliers to properly identify Customer, which may include but not be limited to name, address, taxpayer identification number, and other information. Customer represents and covenants that (i) Customer and its authorized users of the Payment Service are not currently and shall not become subject to any law, regulation or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits Bank from conducting business with Customer; and (ii) Customer shall provide to Bank and its suppliers, when requested, documentary and other evidence of Customer's identity or the identity of any person to whom Customer allows to use the Payment Service, so that Bank may comply with any applicable law or regulation or its own anti-money laundering policies. Customer hereby waives any claim against Bank or its suppliers in relation to their provision of any of Customer's identifying information or identifying information of any authorized user of the Payment Service.
- 4.13 ADDITIONAL TERMS; PRIVACY; CCPA NOTICE. Use of the Payment Service is subject to the privacy and security terms available at <https://www.firstcitizens.com/privacy-security/> and the "Legal Information" available at <https://www.firstcitizens.com/legal>. Additionally, the California Consumer Privacy Act of 2018 ("CCPA") provides California consumers with specific access, data portability and deletion rights. You can view the CCPA Notice at <https://www.firstcitizens.com/privacy-security/>

privacy-notice-california. In the event of a conflict between these other terms on www.firstcitizens.com and this Service Agreement, the terms of this Service Agreement will prevail with respect to the Payment Service. The Payment Service is a "Service" as described in the TMS Agreement.

- 4.14 LIMITS ON LIABILITY. Bank and its suppliers shall not be liable for any failure to perform due to acts of God, acts of government or subcontractors, suppliers or regulatory bodies, which significantly inhibit or prohibit the Payment Service, wars, acts of terrorism, fires, floods, explosions, natural catastrophes, civil disturbances, strikes, riots, unusually severe weather (such as tornadoes), or failures or fluctuations in electrical power, heat, light, air conditioning, computer or telecommunications services or equipment or any other cause not within the reasonable control of Bank.

THE PAYMENT SERVICE AND OTHER INFORMATION, CONTENT AND MATERIALS PROVIDED THROUGH, OR IN CONNECTION WITH, THE PAYMENT SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ALL WARRANTIES ARE DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BANK MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE PAYMENT SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS FREE, OR THAT ERRORS WILL BE CORRECTED. BANK MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, CORRECTNESS, OR TIMELINESS OF THE CONTENT, SOFTWARE, TEXT, GRAPHICS, VIDEO, LINKS, OR COMMUNICATIONS PROVIDED ON, THROUGH, OR IN CONNECTION WITH THE USE OF THE PAYMENT SERVICE. BANK DOES NOT MAKE ANY REPRESENTATION THAT THE PAYMENT SERVICE PROVIDED UNDER THIS SERVICE AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS. THESE DISCLAIMER OF WARRANTIES CONSTITUTE AN ESSENTIAL PART OF THIS SERVICE AGREEMENT.

BANK'S AND ITS SUPPLIERS' SOLE RESPONSIBILITY, AND CUSTOMER'S SOLE REMEDY, FOR DAMAGES FOR ERROR, DELAY, OR ANY ACTION OR FAILURE TO ACT SHALL BE LIMITED TO DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER WITH RESPECT TO THE DEFECTIVE SERVICE CAUSING THE DAMAGE DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE LOSS. EXCEPT AS OTHERWISE SET FORTH IN THE PRECEDING SENTENCE, IN NO EVENT SHALL BANK AND ITS SUPPLIERS BE RESPONSIBLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES UNDER ANY LEGAL THEORY, REGARDLESS OF WHETHER SUCH PARTY WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- 4.15 INDEMNIFICATION FROM CUSTOMER. Customer agrees to hold Bank and its suppliers harmless from any and all liability (but only in the manner and to the extent provided by applicable State law), resulting from use of or reliance on the Payment Service by Customer, including, without limitation, from the acts of any employees or agents of Customer, which acts shall include but are not limited to negligent acts and willful misconduct of such persons, or from the breach by Customer of its obligations under this Service Agreement. For purposes hereof, any person who is given authorization by Customer to use the Payment Service or given the log-in credentials for the Payment Service shall be deemed an employee or agent of Customer. Customer also agrees to indemnify (but only in the manner and to the extent provided by applicable State law), defend and hold harmless Bank and its service providers from and against any and all loss, liability, expense (including court costs and reasonable attorney's fees), including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any payment or instruction received by Bank through the Payment Service, (ii) any breach of any provision of this Agreement by Customer and (iii) any dispute between Customer and any third party in connection with Customer's use of the Payment Service. The terms of this Section 4.15 will survive termination of this Service Agreement.

- 4.16 FEEDBACK. Feedback on the Payment Service is welcomed, but Customer agrees that (i) by submitting unsolicited ideas to Bank, you automatically forfeit your right to any intellectual property rights in those ideas; and (ii) unsolicited ideas submitted to us or any of our employees or representatives automatically become the property of Bank.

- 4.17 GOVERNING LAW. The law of the State of North Carolina (for North Carolina Government Entity Customers), or the law of

the State of South Carolina (for South Carolina Government Entity Customers), or the law of the State of Virginia (for Virginia Government Entity Customers), (excluding its conflicts of law principles) and the controlling laws of the United States (e.g., in respect of intellectual property rights) shall govern the interpretation of this Service Agreement and shall apply to all claims for breach of this Service Agreement or other dispute regarding the Payment Service, whether the claim is for breach of contract or tort. This Service Agreement will not be governed by the Uniform Commercial Code or the United Nations Convention of Contracts for the International Sale of Goods, the application of which are expressly excluded. If any provision of this Service Agreement is held invalid, the remainder of this Service Agreement shall continue in full force and effect.

- 4.18 **TERM.** This Service Schedule shall remain in effect until either party gives the other thirty (30) calendar days prior written notice of termination to the other, effective upon receipt. Notwithstanding the preceding sentence, Bank shall have the right to immediately terminate this Service Schedule if (i) Bank learns that a breach of the security procedures has occurred or is about to occur, (ii) any fraudulent or dishonest acts occur involving Customer or Customer's accounts with Bank, or (iii) if Customer's financial condition becomes such that Bank is unable to reasonably satisfy ourselves that Customer is able to meet its obligations under this service Schedule. Rights or liabilities accrued prior to termination (including any rights arising with respect to payments not yet executed through the Payment Service) shall not be affected by the termination.

5. CASH VAULT SERVICES

- 5.1 **INTRODUCTION.** This Service Agreement contains terms and conditions specifically applicable to the Cash Vault Services (the "Cash Vault Services"). In using the Cash Vault Services, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions ("TMS General Terms") and the applicable User Guides, if any.
- 5.2 **DESCRIPTION OF THE SERVICES.** The Cash Vault Services allow you, using a Bank approved third-party armored carrier ("Carrier"), to (i) deliver one or more deposit bags containing currency, coins, checks and/or negotiable items belonging to you (collectively, "Delivered Funds") to a Bank vault location ("Vault") or a Bank branch location ("Branch") and leave the Delivered Funds at the Vault or Branch for the Bank's subsequent opening, verification and deposit to your designated Bank account ("Account") without you or your agent being present ("Deposits"); and (ii) order coin and currency for delivery to you via the Carrier ("Change Orders").
- 5.3 **SERVICES ENROLLMENT.** You must meet certain criteria to qualify for enrollment in the Cash Vault Services and complete certain requirements as set forth below:
- a) **Criteria.** You must obtain pre-approval from us to enroll in the Cash Vault Services. This approval will be based on a number of criteria including, but not limited to, a favorable credit score from a credit bureau, a satisfactory checking account history with the Bank (e.g., no negative NSF (non-sufficient funds) transaction history), and a currently active, and in good standing, business entity status as that information is recorded on the website of the Office of the Secretary of State in the state(s) in which you are doing business. The Bank reserves the right to monitor your business and review your account with us regularly to determine your continued eligibility for provisional credit under the Cash Vault Service.
- b) **Requirements.** You must:
- (i) Maintain one or more checking accounts at the Bank and provide us with the account number of the account(s) to which you want your credit to post and from which we will debit for Change Orders;
 - (ii) Have a signed First Citizens Bank TMS Agreement or signature card on file with us;
 - (iii) Have a fully executed agreement with a Carrier for armored carrier service; and
 - (iv) Provide us with specified information, including the following:
 - Deposits
 - Your authorized Carrier
 - The expected average daily cash proceeds; and
 - Your scheduled Carrier pick-up days and frequency.

Change Orders

- Your authorized Carrier
- Change Order delivery address (physical address only);
- Location number (store number), if applicable;
- Account number to debit for change orders;
- Maximum change order amount authorized;
- Denominations change orders will consist of;
- Frequency of change orders (daily, weekly, etc.); and
- Name and email address of each person who is authorized to place change orders on behalf of the customer.

In addition to the above requirements, you must work directly with Carrier to schedule pick-up of the Change Orders and delivery of the Delivered Funds to the Vault or Branch designated by Bank.

- 5.4 DEPOSITS. The Bank may accept and process Deposits from Carrier on behalf of Customer. Customer agrees to ensure Delivered Funds will be delivered to the Vault or Branch in one or more sealed disposable bags or securely locked reusable bags, which are purchased from or pre-approved by the Bank. These bags will have prominently displayed numbering and identification satisfactory to the Bank to show ownership by Customer. Bank and Customer will maintain keys to the reusable bags.

The Delivered Funds will contain only currency, coins, checks and/or other negotiable items owned by the Customer and prepared deposit slips(s) detailing the cash and negotiable items making up each Deposit. The Bank has no liability or other responsibility for any other contents which are alleged to be or are found in the bags. Foreign items and damaged items will not be processed and therefore should not be included in the Delivered Funds. The Bank shall have the right to inspect all bags for tampering and may refuse to accept such bags for any reason. Until the Bank acknowledges receipt and acceptance of the Delivered Funds, the Bank incurs no liability for loss of the bags.

The Delivered Funds will be processed by the Bank under single control (not dual control) at the Bank's earliest convenience at the Vault or Branch. The Bank may endorse items in Customer's name to facilitate the deposit of the Delivered Funds to the Account.

In the event of a discrepancy between the amount listed on the deposit slip(s) and the Bank's determination of the total amount of Delivered Funds constituting the deposit, the Bank will process the deposit and accordingly debit/credit the Customer's account in the amount of the discrepancy. Customer will accept as final and conclusive the Bank's determination as to the contents and amounts of the Delivered Funds and the Deposit total.

- 5.5 CHANGE ORDERS. The Bank shall provide Change Orders of coin and currency in the amount and denomination requested by Customer. Customer agrees to pay for Change Orders at the time they are processed by the Bank. Customer authorizes the Bank to make a direct debit from Customer's designated Account(s) as payment for requested Change Orders, as well as for any charges or fees due in connection with the Services. Change Orders may not be processed to the extent Customer's Account does not contain sufficient collected balances. In some instances, Change Orders may result in Customers' accounts being overdrawn when there are not sufficient collected balances.

Carrier shall pick-up the Change Orders from the Bank's designated Vault or Branch. The Bank shall not be liable for any loss resulting from any fraud or misrepresentation with respect to any person's purported authority to act on behalf of Customer or Carrier. It is Customer's responsibility to safeguard Voice Response Unit (VRU) and web portal credentials associated with conducting Change Orders.

In the event the Bank duplicates a Change Order, it is Customer's responsibility to refuse delivery. If Customer accepts delivery of a duplicate Change Order, Customer assumes all liability for the protection of the funds until such time as said funds are returned to the Bank. The Bank assumes no liability whatsoever in connection with the loss of any duplicate Change Order.

Any discrepancies located in Change Orders must be reported to us within one business day. Customer will accept as final

and conclusive the Bank's determination as to the contents and the amount of any Change Order.

- 5.6 RELATIONSHIP TO CARRIER. You must separately contract with a Carrier that is acceptable and approved by the Bank to allow Deposit delivery to, or Change Orders from, a Vault or Branch. You agree to provide the Bank with a copy of your agreement with Carrier upon request. Carrier must continue to meet Bank vault location requirements throughout the term of the Cash Vault Services. In the Bank's sole discretion, if the Bank's requirements are not met by Carrier, the Bank reserves the right to deny deposits delivered to a Vault or Branch or Change Orders attempted to be picked up at a Vault or Branch.

The Bank is not responsible or liable to you for any action or inaction taken by Carrier. The Bank will have no responsibility or liability for, Carrier cash removal pick-up schedules. The Bank's approval of the use of any particular Carrier is not an endorsement by the Bank of such Carrier's services. You are solely responsible for any Carrier fees you may incur.

You agree to notify us thirty days in advance of any change in Carrier.

- 5.7 SERVICE FEES. Service fees will be debited from your designated Account(s).
- 5.8 INDEMNIFICATION AND HOLD HARMLESS. Customer agrees to indemnify (but only in the manner and to the extent provided by applicable State law) and hold the Bank harmless from and against any and all liabilities, damages, losses, claims, suits, costs, and expenses, including court costs and attorneys' fees, whether or not a lawsuit is filed, arising from or related to the Bank's performance under this Service Agreement, except to the extent arising from the Bank's gross negligence or willful misconduct. For purposes of this Service Agreement, the term "Bank" includes First-Citizens Bank & Trust Company, its employees, officers, directors, parent company, affiliates, and subsidiaries.

6. COMMERCIAL IMAGE ARCHIVE SERVICE

6.1. INTRODUCTION:

This Service Agreement contains terms and conditions specifically applicable to our Commercial Image Archive Service ("Image Service"). In using the Image Service, you agree to be bound by this Service Schedule, the TMS General Terms and the applicable User Guides. The terms "Bank," "we," "us," "our" and "ours" refer to First-Citizens Bank & Trust Company. The terms "Customer," "you," "your" and "yours" refer to the Bank customer enrolled in the Service. "TMS" refers to First Citizens Treasury Management Services. In the event of a conflict between these Service Terms and other terms in the Agreement, these Service Terms shall control. Capitalized terms used but not defined in this Service Schedule have the meaning given them in the TMS General Terms.

6.2. DESCRIPTION OF THE SERVICE.

With the Image Service, Customer will have online access to paid checks and statements for checking and savings accounts set up for the Service. The service provides the ability to search single or a range of transactions or statements and provides tools to view and download check images and/or statements. There is a monthly service fee for the Image Archive Service, in accordance with our current Treasury Services pricing schedule.

6.3. IMAGE ARCHIVE SERVICE OPTIONS

a. Check Image Inquiry Service.

The Check Image Inquiry Service allows Customer to view, search, download images of the front and back of Checks paid for Customer's Account(s). The Check images provided will be available through the Service for up to a period of 7 years based on account opening date and service election date.

b. Bank Statement Image Service.

The Bank Statement Image Service allows Customer to view, search and download, bank statements for Customer's Account(s). The Statement images provided will be available through the Service for up to a period of 2 years based on

account opening date and service election date. Additional statements will be added and available through the Service each month for a period of 7 years.

6.4. IMPLEMENTATION.

Customer will designate the Account(s) for which Customer will receive the Service. Customer must complete the implementation process and provide such information as is requested by Bank before the Service will be made available. Customer agrees to follow the procedures for using the Service, which will be provided by Bank depending on options elected by Customer during the implementation process.

6.5. CUSTOMER INTERNAL SECURITY PROCEDURES

Customer is responsible for establishing and maintaining internal procedures sufficient to adequately protect access rights, user IDs and passwords to access the Image Archive Service. Customer is responsible to protect account information from internal and external threats from accessing and downloading images including, without limitation, appropriate controls and measures to safeguard against unauthorized access.

6.6. BANK SECURITY PROCEDURES AND IMAGE DELIVERY

During implementation of the Image Service, Customer and Bank shall establish Security Procedures related to the method of delivery and viewing of images. Additionally, Customer agrees the Bank's Security Procedures are commercially reasonable.

6.7. IMAGED ITEMS

Customer acknowledges that scanning technology is subject to error, such as distortions and unclear images. Customer agrees to notify Bank promptly of any error or problems related to Image Service and Bank will attempt to reprocess the information but assumes no liability for the inability to produce better copies.

6.8. AVAILABILITY OF THE IMAGE SERVICE

We do not promise or guarantee that all or a portion of the Image Service will be uninterrupted or available at any particular times; for example, the Image Service may not be available when we are maintaining our systems, when we experience unexpected outages or issues, or for other reasons beyond our control. We are not responsible or liable for any interruptions, disruptions, failures or faults in transmission or other conditions outside our control, including, without limitation, those caused by equipment or software, interruption of transmission services, third party conditions, or otherwise.

6.9. BANK LIABILITY.

Bank's liability to Customer for Image Services is limited, at Bank's option, to refund the fee paid by Customer for unreadable images, or to reproduce only the images of the unreadable images. Customer agrees that Bank will have no liability to Customer if Customer fails to report any errors or unreadable images within thirty (30) Business Days of Bank providing images to Customer.

7. CHECK POSITIVE PAY SERVICES

7.1 INTRODUCTION. This Service Agreement contains terms and conditions specifically applicable to our Check Positive Pay services ("Check PP Service"). In using the Check PP Service, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions ("TMS General Terms") and the applicable User Guides.

7.2 DESCRIPTION OF THE SERVICE. Check PP Service allows you to review checks that have posted to your Account and instruct us to return those that are not authorized. You must be enrolled in our Commercial Advantage Service, or our Digital Banking for Business Service in order to obtain Check Positive Pay Service.

- 7.3 CHECK ISSUE REPORT. Periodically, you will electronically transmit a report (a "Check Issue Report") to us that specifies for each check issued since the previous such report: (i) the serial number, (ii) the exact amount in dollars and cents, (iii) the date of issue, and (iv) account number. If you elect our optional Check Payee Positive Pay Service, the Check Issue Report will also specify for each check the exact name of the payee. You are responsible for managing and submitting to us all Check Issue Reports before you distribute the checks in order to minimize the number of Exception Checks (see Section 7.6). We must receive the Check Issue Report prior to your distribution of the checks identified in the Check Issue Report to ensure the payees on your checks are able to cash the checks at our branch offices. We have no responsibility for matching checks identified on a Check Issue Report that we receive after distribution of the checks identified in the Report. Therefore, your proper submission of each Check Issue Report is essential to your receiving the benefits of our Check Positive Pay services.
- 7.4 AUTHORIZATION TO PAY CHECKS. Your inclusion of a check in a Check Issue Report constitutes your representation and warranty to us that the check is properly payable and your authorization to us to pay the check when presented, provided that the check matches the information in a Check Issue Report.
- 7.5 PAYMENT OF MATCHING CHECKS. When a check drawn on your Account is presented for payment, we will compare the serial number and dollar amount on the MICR line of the check with the information provided in the Check Issue Reports we have received from you. If you elect our Check Payee Positive Pay Service, we will also compare the payee's name on the check with the Check Issue Reports. We will pay and charge to your Account each check that matches by check number and amount a check (and payee name, if applicable) shown in a Check Issue Report. Checks that do not match will be considered "Exception Checks" and handled as described below.
- 7.6 EXCEPTION CHECKS. If a check is presented for payment at one of our branch teller lines that does not match a check on one of your Check Issue Reports (an "Exception Check"), we will decline to pay the check and will refer the presenter of the check to you. For Exception Checks that are presented through the normal automated check processing channels, we will provide you a report on the Business Day following the date on which the check was presented ("Exception Check Report"). We will provide the Exception Check Report to you through our Commercial Advantage Service, or Digital Banking for Business Service. (Note: You must enroll separately in Commercial Advantage, or Digital Banking).

Checks will be included in the Exception Check Report when:

- (i) the serial number on the MICR encoding of the check does not match the number on the Check Issue Report;
 - (ii) the serial number on the MICR encoding of the check is a duplicate of a serial number on a previously presented check;
 - (iii) the dollar amount on the MICR encoding of the check does not match the dollar amount on the Check Issue Report;
 - (iv) the check was previously paid without an issue;
 - (v) the check has a cancel (void) on file, or;
 - (vi) if applicable due to your election of Payee Positive Pay Service, the payee's name on the check does not exactly match the payee's name on the Check Issue Report.
- 7.7 PAY/RETURN REQUEST/BANK DEFAULT OPTIONS
- a) Delivery of Request. Following your receipt of an Exception Check Report, you will provide us instructions to either pay or return the Exception Checks noted in the report ("Pay/Return Request"). You are responsible for timely management of Exception Check Reports you receive from us and for entering all Pay/Return Requests online through Commercial Advantage, or Digital Banking. We must receive the Pay/Return Request by 3:30 p.m. Eastern time of the day you receive the Exception Check Report. You authorize us to rely on any Pay/Return Requests or related instructions received through your Commercial Advantage, or Digital Banking account.

We process Exception Checks every Bank Business Day (Monday through Friday, excluding federal holidays). If your business

is closed on a Bank Business Day, you remain responsible for managing all Exception Check Reports received that day.

- b) Our Actions. If the Pay/Return Request meets all of the above requirements, we will pay or return the Exception Checks identified in the Exception Check Report in accordance with the Pay/Return Request.

BANK DEFAULT OPTIONS: The Bank will automatically set your default payment option for all Exception Checks to “return all” items. Therefore, all Exception Checks presented for payment where either: 1) no instructions are received by the Bank to pay or return items in a Pay/Return Request submitted online through Commercial Advantage or Digital Banking (on the same Bank business day that we provided an Exception Check Report to you), or 2) where the Pay/Return Request does not meet all of the above requirements, the Bank will automatically use the default option to “return all” Exception Checks. The Bank will decline to pay the Exception Check and will refer the presenter of the check to you.

7.8 CUSTOMER ACKNOWLEDGEMENTS

- a) **NO LIABILITY**. YOU AGREE BANK SHALL HAVE NO LIABILITY FOR THE PAYMENT OF CHECKS THAT HAVE BEEN ALTERED, COUNTERFEITED OR THAT BEAR FORGED, MISSING, OR UNAUTHORIZED SIGNATURES IF THE CHECKS ARE INCLUDED IN AN EXCEPTION CHECK REPORT AND YOU DO NOT GIVE US TIMELY INSTRUCTIONS TO RETURN THE CHECKS. BY TRANSMITTING OR NOT TRANSMITTING A CHECK ISSUE REPORT TO US, YOU WARRANT THAT YOU PROPERLY ISSUED ALL CHECKS THAT MATCH THE INFORMATION ON THE CHECK ISSUE REPORT, AND WE SHALL HAVE NO FURTHER RESPONSIBILITY OR LIABILITY FOR EXAMINATION OF THE CHECKS FOR FRAUDULENT SIGNATURE, COUNTERFEIT ITEMS, OR MATERIAL ALTERATIONS.
- b) **ENDORSEMENT FRAUD**. YOU UNDERSTAND AND AGREE THAT THE CHECK PP SERVICE DOES NOT REVIEW CHECKS FOR MISSING OR FRAUDULENT ENDORSEMENTS OF THE PAYEE. ENDORSEMENT FRAUD IS NOT COVERED BY THE CHECK PP SERVICE AND THE BANK TAKES NO RESPONSIBILITY IF A CLAIM IS MADE BY THE PAYEE FOR FRAUDULENT, MISSING, OR UNAUTHORIZED ENDORSEMENTS.
- c) **REASONABLE EFFORTS**. We will use reasonable efforts under the circumstances to respond promptly to proper requests for copies of Exception Checks, but you acknowledge that our failure to provide copies does not extend the deadline by which you must notify us of your Pay/Return Request.
- d) **FAILURE TO USE CHECK FRAUD DETECTION SERVICES**. The Bank will make available to its customers certain products and services that are designed to detect and/or deter check fraud, including a Positive Pay check fraud detection tool. You agree that if you fail to implement, use, or refuse to use any of these check fraud products or services offered to you, or you fail to follow other security precautions reasonable for your particular circumstances, you will be precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such check fraud product or service was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such fraudulent items.

8. CHECK REVERSE POSITIVE PAY SERVICES

- 8.1 **INTRODUCTION**. This Service Schedule contains terms and conditions specifically applicable to our Check Reverse Positive Pay services (“Check Reverse PP Service”). In using the Check Reverse PP Service, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions (“TMS General Terms”) and the applicable User Guides.
- 8.2 **DESCRIPTION OF THE SERVICE**. Reverse Check Positive Pay Service allows you to review paid checks that have posted to your Account and instruct us to return those that are not authorized. You must be enrolled in our Commercial Advantage Service, or our Digital Banking for Business Service in order to obtain Check Reverse PP Service.
- 8.3 **CHECK SUMMARY REPORT**. During the morning of each Bank Business Day, the Bank will electronically make available to you on Commercial Advantage, or Digital Banking platform a summary report (the “Report”) listing all the checks that

posted to your account and were paid during the prior evening's processing. You must review this Report, which can be found under the label "Fraud/Risk Management," or "Positive Pay", respectively, on a daily basis and tell us to return any checks appearing on that day's Report that are unauthorized by 3:30 p.m. Eastern time.

8.4 RETURN REQUESTS

- a) Instructions. Your instructions to us to return one or more unauthorized checks appearing on the Report constitute a "Return Request." You will provide all Return Requests to us through the Fraud/Risk Management page on Commercial Advantage, or the Positive Pay page on Digital Banking by clicking the "Return" radio button next to each applicable check. You authorize us to rely on any Return Requests or related instructions received through your Commercial Advantage, or Digital Banking account. Your failure to review a Report and click "Return" next to any unauthorized check included on a Report constitutes your representation and warranty that the check is properly payable and chargeable against your Account.
- b) Timing. You must submit Return Requests to us by 3:30 p.m. Eastern time on each day that you detect one or more unauthorized checks on that day's Report. For Commercial Advantage or Digital Banking, if you do not notify us of unauthorized checks by 3:30 p.m. Eastern time the day you receive the Report, we will either charge or return these checks against your account in accordance with your selected default option as indicated in our records.
- c) Days When Your Business Is Closed. We make Reports available to you every Bank Business Day (Monday through Friday, excluding federal holidays). Checks that pay during check processing on a Friday evening will appear on the following Monday's Report. If your business is closed on a Bank Business Day, you remain responsible for managing that day's Report and submitting a Return Request for any unauthorized checks on a timely basis. You may not return any checks included on a Report that are not returned according to the time frame outlined in section 8.4(b) above.
- d) Crediting Your Account. If you properly return a check in accordance with the sections above, we will credit your account in the amount of the check.

8.5 CUSTOMER ACKNOWLEDGEMENTS

NO LIABILITY. YOU AGREE BANK SHALL HAVE NO LIABILITY FOR THE PAYMENT OF CHECKS THAT HAVE BEEN ALTERED, COUNTERFEITED OR THAT BEAR FORGED, MISSING, OR UNAUTHORIZED SIGNATURES IF THE CHECKS ARE INCLUDED IN A REPORT TO YOU AND YOU DO NOT GIVE US A RETURN REQUEST IN A TIMELY FASION AS STATED ABOVE IN SECTION 8.4(b). BY TRANSMITTING OR NOT TRANSMITTING A RETURN REQUEST TO US, YOU WARRANT THAT YOU PROPERLY REVIEWED ALL CHECKS ON THE REPORT, AND WE SHALL HAVE NO FURTHER RESPONSIBILITY OR LIABILITY FOR EXAMINATION OF THE CHECKS FOR FRAUDULENT SIGNATURE, COUNTERFEIT ITEMS, OR MATERIAL ALTERATIONS.

9. COMMERCIAL IMAGE CASH LETTER SERVICES

- 9.1 INTRODUCTION. This Service Agreement contains terms and conditions specifically applicable to our Commercial Image Cash Letter Services ("CI Cash Letter Service"). In using the CI Cash Letter Service, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions ("TMS General Terms") and the applicable User Guides.
- 9.2 DESCRIPTION OF THE SERVICE. The Commercial Image Cash Letter Service allows you to electronically transmit certain check images to us using our Data Exchange Service (DES) for processing, collection and deposit to your Account.
- 9.3 EQUIPMENT; SOFTWARE
 - a) Required Equipment. Your use of the CI Cash Letter Service requires the equipment, hardware and software that will allow you to electronically generate Check images in accordance with our requirements and specifications as described in the User Guide (collectively, "Equipment"). The Equipment must be capable of transmitting images and related

information to us in the formats we specify using our DES service. (Note: You must enroll in our DES Service separately.)

- b) Additional Requirements. See the TMS General Terms for additional provisions regarding Equipment in general. Additional requirements for Equipment used specifically for the CI Cash Letter Service may be provided in the User Guide.
- c) Installation. You are responsible for installation of the Equipment. We are not responsible for providing assistance with issues relating to installation of the Equipment.

9.4 USE OF THE SERVICE IN GENERAL

- a) Eligible Checks. You will use the CI Cash Letter Service only for the deposit of original negotiable paper checks, demand drafts, negotiable money orders, or negotiable substitute checks (as defined in the Deposit Account Agreement) that are
 - (i) made payable or properly endorsed to your order and for which you are the lawfully intended payee, (ii) designated in United States Dollars, (iii) drawn on a financial institution that is located and lawfully operating within the United States (excluding U.S. territories) and regulated by applicable state and federal banking regulatory authorities, and (iv) received by you in the normal and ordinary course of your business (collectively, "Checks").
- b) Eligible Accounts. You will use the CI Cash Letter Service to deposit Checks only to a business Account with us that is titled in your name and approved by us to receive deposits through the CI Cash Letter Service.
- c) Compliance with Laws. You will ensure, and you represent and warrant to us, that your use of the CI Cash Service and all deposits made through the CI Cash Letter Service are in compliance with all applicable state and federal laws and regulations with respect to the deposits, including, without limitation, all requirements of the Office of Foreign Assets Control ("OFAC"), the federal Bank Secrecy Act and its implementing regulations, and the federal Unlawful Internet Gambling Act and its implementing regulations.
- d) Rights and Obligations in General. Except as expressly provided otherwise in this Service Agreement, you and we have the same rights and obligations with respect to deposits through the CI Cash Letter Service as apply under the Deposit Account Agreement to deposits made by other means, including, without limitation, (i) our rights and obligations regarding acceptance, processing and clearing of checks and other items, and (ii) your and our obligations, liabilities, indemnities and warranties under Articles 3 and 4 of the applicable state Uniform Commercial Code as though the Check images transmitted to us for deposit were original paper items. All applicable provisions of the Deposit Account Agreement will apply to Checks deposited through the CI Cash Letter Service unless expressly stated otherwise in this Service Agreement or the User Guide. You will not use or attempt to use the CI Cash Letter Service to make deposits that do not comply with the requirements of this CI Cash Letter Service Agreement, the TMS General Terms and the Deposit Account Agreement.

9.5 YOUR OBLIGATIONS

- a) Deposited Checks. With respect to each Check you transmit to us for deposit via the CI Cash Letter Service, you represent and warrant that:
 - (i) You are the lawful and intended payee of the Check and are legally entitled to enforce and obtain payment of the Check.
 - (ii) To the best of your knowledge, the transmitted Check image accurately represents the front and back of the Check at the time of scanning.
 - (iii) The Check has not been altered or modified from its original state.
 - (iv) The Check has not otherwise been presented for deposit, neither the Check nor a representation or reproduction of the Check has otherwise been paid, and no person or entity will be asked to pay or be charged for a Check (or any

representation or reproduction of a Check) that has paid.

- (v) All information transmitted to us in connection with the Check is accurate and authorized.
 - (vi) Each Check is properly endorsed in accordance with our instructions.
- b) Transmissions. You will not transmit or attempt to transmit Check images in any form that do not comply with our requirements and specifications. You are responsible for ensuring the quality and clarity of the Check images transmitted.

We may refuse to accept, and will not be responsible for, any transmissions or Check images that do not comply with all requirements and specifications we have provided you. We make no warranties with respect to the image quality or validity of any items deposited through the CI Cash Letter Service.

- c) Verification. You are responsible for ensuring the accuracy of your transmissions and verifying our receipt of your transmissions. Our records as to the time of our receipt of a transmission, and the contents of a transmission, will govern in the event of any conflict between your records and ours. We provide confirmations of receipt to you by email, which you may print for your records; however, our confirmation of receipt does not constitute an acknowledgment by us that the transmission does not contain errors. You are solely responsible for verifying that the transmitted deposits have been posted to your Account.
- d) Notification of Errors. You will notify us immediately as soon as you know or reasonably should have known of any discrepancies or errors with respect to transmissions or deposited amounts in accordance with the requirements stated in the General Terms. You will provide us with all information as we may reasonably request in order to resolve the discrepancy, including, without limitation, a copy of the original Check if it has not been destroyed. Deposits you make using the CI Cash Letter Service will be reflected on your periodic account statements. Notwithstanding anything in this Service Agreement or the Deposit Account Agreement to the contrary, if you fail to notify us of a discrepancy with respect to a Check deposited through the CI Cash Letter Service within five (5) Business Days of receipt of a periodic account statement containing the discrepancy, you are precluded from asserting a claim against us for the discrepancy.

You will provide full cooperation and assistance to us in our investigation of any unsuccessful or lost transmission of Checks, including, without limitation, providing us with copies of existing original Checks and other records and documentation in your possession related to the transmission and Checks as we may reasonably request.

- e) Security in General. You are responsible for creating and implementing internal controls to ensure that access to and use of the CI Cash Letter Service, the original Checks, Check images and all data transmitted using the CI Cash Letter Service are protected from internal and external threats to their integrity, security and authorized use. We reserve the right to visit your location during business hours but without prior notification to confirm and validate your internal procedures and controls pertaining to your security measures in connection with use of the CI Cash Letter Service and your compliance with the requirements of this Service Agreement and the TMS General Terms.
- f) Storage and Destruction of Original Checks. After transmitting Check images to us for deposit, you will maintain the original Checks in a secure, controlled access location for at least thirty (30) calendar days after you have confirmed our receipt of the Check image and will retain them for such longer period only as reasonably necessary for your business purposes and in accordance with your record retention requirements. After the expiration of the 30-day period, or longer applicable period, you will destroy the Checks using a shredding device or other secure disposal mechanism.

During the period that you maintain the original Checks, you understand and agree that you must use a high degree of care to protect the original Checks against security risks, including, without limitation, theft or reproduction of the original Checks (by employees or non-employees) and unauthorized use of information derived from the original Checks. You will establish and use procedures designed to ensure that the original Checks are not accessed by unauthorized persons during the destruction or disposal process and that, once destroyed, the original Checks are no longer readable or capable of being reconstructed.

You acknowledge that in addition to any other damages we may be entitled to collect from you under this Agreement or the laws and rules applicable to the CI Cash Letter Service, we will be entitled to consequential damages as permitted by law for your breach of your obligations to securely safekeep and destroy the original Checks that you deposit using the CI Cash Letter Service.

- g) **Obligation to Prevent Redeposit or Representation of Checks.** You will not present to us in any form for deposit or negotiation, using the CI Cash Letter Service or otherwise, a Check that has previously been deposited to your Account and paid. You will take all steps reasonably necessary to protect Checks that have been transmitted to us from being re-deposited with us or any other financial institution, either in paper or electronic form, and to ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for a Check more than once in any form.

You agree to reimburse, defend, indemnify and hold harmless us and our agents for all liability, demands, losses, damages, claims, and expenses arising from or relating to a presentation for payment, transfer, or deposit at any time of a Check that previously has been paid.

9.6 OUR OBLIGATIONS

- a) **Acceptance of Transmissions.** We will use commercially reasonable efforts to cause our systems to accept transmissions of Check images during a Business Day provided that the transmissions and Check images comply in all respects with our requirements and specifications as provided to you in the User Guide or otherwise; however, we reserve the right, in our sole discretion, to refuse to accept deposits of Checks through the CI Cash Letter Service at any time and for any reason. Our processing of any Check images that do not comply with our requirements and specifications does not constitute a waiver by us of such requirements or specifications or obligate us to process non-compliant Check images in the future. We may discontinue processing of non-compliant Check images at any time without cause or prior notice.
- b) **Availability of the Service.** We do not promise or guarantee that all or a portion of the CI Cash Letter Service will be uninterrupted or available at any particular times; for example, we may not accept transmissions when we are maintaining our systems, when we experience unexpected outages or issues, or for other reasons beyond our control. We are not responsible or liable for any interruptions, disruptions, failures or faults in transmission or other conditions outside our control, including, without limitation, those caused by equipment or software, interruption of transmission services, third party conditions, or otherwise.

In the event that the CI Cash Letter Service is interrupted or is otherwise unavailable, whether temporarily or for an extended time, you are responsible for employing other available means for making your deposits, e.g., depositing the Checks in-person at a branch. We are not obligated to provide you with alternative means for making your deposits, remote or otherwise, in the event of a CI Cash Letter Service outage.

- c) **Posting of Deposits; Cut-Off Times.** Provided Check image transmissions are received and verified by us as to image quality and account information on a Business Day before 10:00 p.m. Eastern Time ("Cutoff Time"), we will post the deposits to your Account on that Business Day, subject to return, reversal, delay in deposit, and other conditions described in the Deposit Account Agreement or as permitted or required by applicable law or regulation. Check images received by us after the Cutoff Time or on non-Business Days will be considered received by us on the next Business Day.
- d) **Funds Availability.** Funds from accepted deposits will be available for your use according to our Funds Availability Policy as stated in the Deposit Account Agreement, as amended from time to time. For purposes of determining the availability of deposited funds, deposits through the CI Cash Letter Service are considered received by us when our system expressly indicates our receipt of the Check images. Your scanning and transmission of Checks does not constitute receipt by us.

10. CONTROLLED DISBURSEMENT SERVICE

- 10.1 INTRODUCTION. This Service Agreement contains terms and conditions specifically applicable to our Controlled Disbursement Services ("Controlled Disbursement Service"). In using the Controlled Disbursement Service, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions ("TMS General Terms") and the applicable User Guides.
- 10.2 DESCRIPTION OF THE SERVICE. The Controlled Disbursement Service provides information to you each business day so that you can fund the total amount of Controlled Disbursement checks presented that business day. The Controlled Disbursement Service codes a client's checks with a unique routing transit number so that the total dollar amount of all items being paid on a specific account through the Federal Reserve can be viewed by 9:00 AM ET that day. Clients can access the daily total via the Commercial Advantage Same-Day Reporting feature.
- 10.3 ACCOUNTS. With the Controlled Disbursement Service, you will be required to open both a Disbursement Account and a Concentration Account. Each business day, our Controlled Disbursement service informs you through Commercial Advantage alerts of the checks that will post to your account that night. This information is provided by the Federal Reserve Bank to us and its accuracy is not guaranteed by us. You must have on deposit sufficient available funds or submit a transfer through Commercial Advantage to cover pending checks by the settlement deadline we identify at implementation of this Controlled Disbursement Service. The settlement deadline may be amended from time to time in our sole discretion.
- 10.4 OVERDRAFTS. Checks presented for payment or other debits to the Disbursement Account may be returned unpaid if there are not sufficient available funds in your Concentration Account to cover the debits. You are liable to us to repay any overdrafts on your account whether or not you created them. If there are insufficient funds in the Concentration Account to cover debits, we may in our sole discretion, lend you the funds at an interest rate and for a service fee as set forth on the applicable Fee Schedule. In the event we provide you a loan, you agree to repay us all principal, interest, and service charges immediately upon demand. If we decide not to make a loan to you to cover debits, we will return the presented checks unpaid, and we may immediately terminate the Controlled Disbursement Service. We reserve the right to terminate the Controlled Disbursement Service at any time, in our sole discretion.
- 10.5 PAYMENT OR RETURN OF ITEMS. In the event we contact you for instructions concerning the payment or return of a particular item, you agree to provide to us, that same day and by the deadline we establish, instructions to pay or return the item. If you fail to meet this deadline, we will not be liable for any loss you incur based on our payment or return of the item. The deadline will be no later than, and can be earlier than, the close of that business day. The deadline will be communicated to you at the implementation of the Controlled Disbursement Service, and may be amended, in our discretion, from time to time.

We may require payees of Controlled Disbursement checks to present us with suitable identification before cashing such checks presented over-the-counter at one of our branches. Checks made payable to a business entity which does not maintain an account with us, we may require a signature guarantee or other evidence acceptable to us of the presenter's authority to negotiate the item. You may need to maintain funds in the Disbursement Account to cover such checks that are presented over the counter; otherwise, they may be returned for lack of funds.

- 10.6 CHECKS. Transfers from the Disbursement Account may be initiated only by checks unless we agree otherwise in writing. Checks issued against the Disbursement Account should be consecutively numbered and should not repeat or duplicate any check number. Checks must meet our Magnetic Ink Character Recognition (MICR) encoding standards. A Controlled Disbursement Check may not be exchanged for a Cashier's Check or other Official Check.

11. DATA EXCHANGE SERVICE (DES)

- 11.1 INTRODUCTION. This Service Agreement contains terms and conditions specifically applicable to our Data Exchange Service ("DES"). In using DES, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions

("TMS General Terms") and the applicable User Guides.

11.2 DESCRIPTION OF THE SERVICE. DES is an internet-based service for the exchange of secure, encrypted electronic data files between you and us in connection with certain other services you obtain from us. (Note: You must enroll separately in the other services.) Data files transmitted through DES are encrypted and sent using secure internet protocol. Data files that may be exchanged through DES include:

- Account Reconciliation Plan (ARP) - Full Reconciliation Output
- ACH - Debits and Credits
- BAI - Balance Reporting
- Check Imaging
- Commercial Image Cash Letter (X9.37)
- e-Receivables
- Electronic Bill Presentment and Payment (EBPP)
- Electronic Data Exchange (EDI)
- Retail & Wholesale Lockbox
- Positive Pay (Fraud Prevention)
- RMS EDI 835

11.3 FILE TRANSMISSION METHODS. To exchange data files with us through DES, you must use one of the following methods, each of which permits secured file exchanges:

- Secure Web Mailbox (SWMB), which is browser-based (HTTPs);
- FTPS or SFTP – Industry standard protocols for secure file transmission. You will be required to provide your own third party client, which will allow your connection to and secure file transfer options with the Bank.
- Two-factor authentication, which uses certificates with/without PGP Encryption (FTPS/HTTPS) or SFTP with public key authentication, required for ACH File transfers.

11.4 REQUIREMENTS. The method you select will be determined by your particular needs and business environment. Each of the above methods is subject to our technical specifications and equipment requirements, which we will provide you in connection with the DES set-up. We also will provide you with specific instructions on the naming, transmittal and retrieval of data files. You agree to comply with all such specifications, requirements and instructions in your use of DES.

11.5 EMAIL NOTIFICATIONS. We will send email confirmations to you when we receive data files from you through DES and will notify you by email when a data file is available for you to retrieve from us.

12. ELECTRONIC BILL PRESENTMENT AND PAYMENT SERVICES

12.1 INTRODUCTION. This Service Agreement contains terms and conditions specifically applicable to our Electronic Bill Presentment and Payment ("EBPP") services (the "EBPP Service"). In using the EBPP Service, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions ("TMS General Terms") and any applicable User Guides.

The terms "Customer," "Biller," "you," "your" and "yours" refer to the Bank customer enrolled in the EBPP Service.

12.2 DESCRIPTION OF THE SERVICE. The EBPP Service allows Billers to present electronic invoices that customers, clients, patients and other "payers" can access via a link on the Biller's existing business website or by entering a designated URL to pay their bills online. Billers get paid faster and reduce costs by eliminating the need for paper invoices and check processing. Payers no longer have to wait for paper invoices to be delivered electronically or in the mail, and they do not have to write paper checks in order to pay their bills. Billers can also send payors notifications such as past due notices and

payment confirmations.

a) Service Tiers. You can choose one of the three (3) EBPP Service tiers below:

- Quick Pay, also known as Pay Now or Non-Invoice Related Payments (NIR), allows payments to be made without a bill/invoice being presented. Quick Pay does not offer a bill load file or bill presentment.
- Biller Lite allows Billers to offer presentment for Summary Bills and payment options to Payors without advanced functionality as mentioned immediately below.
- Full Biller IQ gives Billers the ability to present an invoice or outstanding bill via their website and offers advanced functionality such as, included but not limited to: transmit/automate a biller load file, present detail bills, receive an AR transmission, single sign on, single hand off, account linking and account sharing.

Details of the features and functions of the EBPP Service, are included in the Price Schedule Biller Matrix.

12.3 WEB PORTAL. We will create a Web Portal for the EBPP Service. If you have an existing website, you will enhance this website by adding a link to the Web Portal enabling your payors to view and pay their invoices online. Your Web Portal will maintain your branding and be customized so that the online bill presentment and payment function appears as simply another function on your website.

If you do not currently have an existing website, we will provide you with a URL (a "uniform resource locator" used to reference a web page) for your Web Portal, which is only for the purpose of supporting the EBPP Service. This URL cannot be used for other web functions or business services.

a) Set-Up and Configuration. You will need to provide specified information to establish your Biller profile and configuration, which will determine the look and feel of your Web Portal, including but not limited to your landing page layout, logo, colors and text. If you use an existing website, your configuration will be based on your existing website design.

The Bank's dedicated TMS implementation team will assist you in selecting a "Biller Short Name" during set-up. Your Biller Short Name will be part of the URL you and your payors use to access your Web Portal. The Biller Short Name, which is often a variation of a Biller's business name, must be a maximum of 12 characters long and cannot be changed once the EBPP Service goes into production.

b) Your Landing Page. You can choose to customize your Web Portal landing page by displaying one of the three (3) options below:

- The Standard landing page, which is the default landing page, requires payors to login in after enrolling and setting up an online account.
- The Multiple landing page displays three options for payors: (i) Enroll - to set up an online account, (ii) Login - to access the account, and (iii) Pay Now - to make one-time payments without having to login.
- The Pay Now landing page only gives payors the option to make one-time payments. Use of the Pay Now landing does not require login.

You will also have the option of customizing the content on your landing page, to include, for example, a welcome message, menu options, a contact us section, and courtesy messages.

c) Disclosures to Payors.

- Privacy Policy. You will need to display your privacy policy on your Web Portal. Your privacy policy must include a statement as to how you may use payor information and with whom it may be shared. Payor information includes, but is not limited to, Social Security Number, account numbers, and financial institution name. If you do not have a company privacy policy, the Bank can provide you with a standard sample privacy policy that you can adapt for use by your company for posting to your Web Portal.

- Payment Authorization and Terms and Conditions Statement. Each time your payors make a payment (or schedule recurring payments), they will be required to click “Pay” indicating their authorization of the payment instructions and agreement with the Terms and Conditions under which the payment instructions will be implemented. The Terms and Conditions will include all necessary regulatory disclosures required in connection with implementing electronic payments.
- Terms of Service. You may also include a terms of service tab on your landing page. We will provide a template of terms of service language that you can use as your own or you can reference your own terms of service via a link to your website. Your Web Portal will be set up so payors who enroll in the EBPP Service will have to accept the Terms of Service at enrollment.

The payor’s acceptance of the Terms of Service and each payment authorization accepted by the payor will be maintained in accordance with Nacha Rules and Federal Regulation E, if applicable.

12.4 BILL PRESENTMENT. You can upload an invoice/bill file with specific payor data to your Web Portal. The Portal can be customized to show a summary bill, detailed bill, and/or a PDF image of your standard paper bill.

The bill presentment feature is only available with the Biller Lite and Full Biller IQ tiers of the EBPP Service with limited features being available with the Biller Lite tier.

12.5 PAYMENT CHANNELS AND OPTIONS. You may offer to your payors a number of payment options. For instance, you can give payors the choice to make payments from their bank account (ACH) or via their debit or credit card. The EBPP Service also supports other payment channels such as by telephone through your customer service center, through Interactive Voice Response (“IVR”) and through a mobile device.

- a) Bank Account (ACH) and Debit Card Payments. You may offer your payors the option of making their payments directly from their bank accounts via ACH debit. Payors can make their payments by providing their deposit account number or their debit card number linked to their deposit account.

If you choose to provide an ACH payment option, you must be an approved ACH Originator with the Bank. Refer to our Service Agreement for Automated Clearing House (ACH) Services (stand-alone or as incorporated in our online Agreement for Automatic Clearing House (ACH) Service – collectively, the “ACH Service Agreement”) for requirements and responsibilities concerning ACH origination. Existing ACH Originators electing the EBPP Service will be subject to an enhanced due diligence review at our sole discretion.

Also in our sole discretion, we will limit the aggregate dollar amount of ACH Entries originated in connection with your EBPP Service for which final settlement is pending at any given time (your “EBPP ACH Limit”). This limit is separate and apart from any other ACH limit that we have established or will establish for you. Your initial EBPP ACH Limit will be based on a percentage of the highest amount of payments you expect to receive on average in a single day. We will monitor your payments daily and adjust your EBPP ACH Limit based on actual payments received. We will advise you when you enroll in the EBPP Service of your initial EBPP ACH Limit, and you agree not to exceed it. We will notify you either by email or in writing if we adjust your EBPP ACH Limit.

If you are not an existing ACH Originator with us, and you wish to offer your payors an ACH payment option, we will perform a full due diligence review on your application. Refer to our ACH Service Agreement for details about originating ACH entries.

- b) Credit Card Payments. You may offer your payors the option of making their payments by credit card. We process all major credit card brands; i.e., MasterCard®, Visa®, American Express® and Discover Network®. Normal card processing fees will apply in addition to your fees for the EBPP Service.
- c) Telephone to Customer Service Center or Interactive Voice Response (“IVR”). You may present and payors may view their invoices online; however, instead of or in addition to allowing them to make payments online, you may provide payors with a Customer Service number or an IVR number that they may use to pay make payments by telephone.

12.6 CUT-OFF TIME FOR BANK'S RECEIPT OF PAYMENT ENTRIES. Payment entries submitted and processed through an established EBPP payment channel by 5:00 p.m. Eastern Time will be processed for posting to your account on the same day. Payment entries submitted on a non-Business Day will be processed on the next Business Day.

12.7 SET-UP REQUIREMENTS AND SPECIFICATIONS.

- a) Biller Requirements and Responsibilities. You must meet all our systems requirements, which will be provided to you at EBPP Service set-up/ implementation. As mentioned previously in section 11.3 (a), the Bank will assign you a Biller Short Name of 12 characters or less as part of your set-up process. You must provide the Bank with the name and email address of an administrator you assign (your "EBPP Administrator"), who will be responsible for adding or deleting any of your employees who need access to your EBPP Service and assigning them applicable permissions. We will provide temporary login information to your EBPP Administrator, who will then establish a permanent login ID and password.

You will also be responsible for the following tasks:

- Providing a sample of your existing bill/invoice.
 - Providing a sample of your Bill Load File (see section 7 below for details).
 - Creating and loading a Bill Load File (described in section 7 below) with the correct information, which will enable your bills to load to the EBPP system.
 - Providing your EBPP URL to your website designer to establish the Pay Bills button or link on your website, which will link your payors to your Landing Page.
 - Reviewing, testing and signing-off on your EBPP Web Portal before it goes live.
 - Managing users' access to your EBPP Service, including but not limited to maintaining access by your employees, activating locked-out users, and resetting their passwords.
 - Marketing and promoting the EBPP Service to your payors.
 - Accessing/downloading any reports, including Remittance Reports and/or A/R files.
 - Answering questions or researching inquiries from your payors, including but not limited to resetting their passwords.
- b) Payor Requirements. Payors enrolling in the EBPP Service must meet specific systems requirements, such as accessing a current version of an internet browser; i.e., Safari® (for Apple® operating systems) or Microsoft® Windows® Explorer, Mozilla® Firefox® or Google Chrome™ (for Windows operating systems) on their computer, tablet or mobile device.

12.8 BILL LOAD FILES. A Bill Load File is a delimited file, which can be provided in a number of different formats, and which is used to input payor data to your Web Portal. You or your third-party vendor create your Bill Load File and upload it into the EBPP Service via Secure File Transfer Protocol ("SFTP") or through your User Interface ("UI").

Your Bill Load File resembles a snapshot of your Accounts Receivable ("A/R") database and includes summary information such as payor billing account number, payor name and address, amount due and due date. The file can also be expanded to include more detailed information about each bill. In addition, your Bill Load File can include a PDF of the bill, or the parameters to obtain the bill from a third party.

Your Bill Load File may be similar to the file you or your third-party vendor send to a printer to print your bills or to a report your accounting department would run each billing cycle to review open invoices. Data from the Bill Load File can be used to authenticate payors when they enroll for the first time on your Web Portal or if they wish to make a one-time payment without enrolling. A payor's information must be in the Bill Load File in order for them to enroll in your EBPP Service, access the EBPP Service, view billing information, and/or make a payment.

Data in your Bill Load File can be used to load additional bills into the system, update bills already in the system, remove bills in the system or mark bills paid.

- 12.9 ACCOUNT RECONCILEMENT FILES AND REPORTS. A number of files and reports are available to you on the EBPP Service. For instance, you may choose to download your Remittance files and/or A/R files from your Web Portal and/or create reports.
- a) Remittance Files and Reports. Remittance Files contain the summary data for each payment, credit memo, or returned ACH payments made via the EBPP Service within the processing date range selected. You can create customized reports by filtering the data to include deposits and/or reversals. You can view reports, print them, or download them in PDF, Microsoft® Office Excel®, or CSV format for upload and posting into your accounting system and/or system of record. You may also download a Remittance file from your UI as a configurable report in order to update your accounting system. Many billers use Remittance files and reports to input updates into their accounting systems instead of using an A/R file.
 - b) A/R Files and Reports. A/R files are data files available either via SFTP or through your UI. An A/R file via SFTP is a batch file that contains payment data you will need to update your accounting system and/or a system of record with the payments processed by the EBPP Service. A/R files contain payments and credit memos that have been processed prior to our daily cut off time, as well as any ACH payments that have been processed through the EBPP Service and returned by us. Credit card chargebacks, credits or voids are not included in these files.
- 12.10 STOP FILE. If you need to stop one or more payors from making any payments on your Web Portal (a common situation for property management company billers), you can import a Stop File entry through the administrative interface of your Web Portal, or you can submit a Stop File with multiple payors through SFTP. Payors whose records are contained in a Stop File are prevented from making payments both through the web portal and by telephone through your Customer Service Center or through IVR interfaces; however, these payors will maintain access to your web portal for account maintenance. Any established recurring payments and any other future payments associated with a Stop File record will be cancelled and disabled, and the payor will be notified via email.
- 12.11 MARKETING TO YOUR PAYORS; PAYOR ADOPTION RATE. Your marketing efforts will be instrumental in helping your payors move from paper invoice and payment by check to making payments via your EBPP Service, thereby increasing your adoption rate. The higher your adoption rate, the more you realize the benefits of the EBPP Service. As part of the EBPP Service, we will provide you with an Adoption Toolkit containing recommendations on best practices designed to assist you in promoting and marketing electronic bill presentment and payments to increase your adoption rate. As part of these recommendations, we strongly recommend that you display your EBPP URL on your business' website as well as on any paper invoices you provide and on business/appointment cards.
- 12.12 CERTIFICATIONS. The software used to implement your EBPP Service has met and is in compliance with strict regulatory requirements including the requirements under the Health Insurance Portability and Accountability Act ("HIPAA"), the Statement on Standards for Attestation Engagements No. 16 ("SSAE 16"), Service Organization Controls ("SOC") 2, and The Payment Card Industry Data Security Standards ("PCI DSS") Level 1.
- 12.13 FEES. We will assess you an initial one-time set-up fee. If your set-up requires customization, we will provide you with an estimated cost upon our receipt of your business requirements. Depending on the extent of your customization requirements, we may provide you with a Statement of Work to accompany the projected charges for customization.

We will also charge you a monthly maintenance fee and applicable transaction fees for your use of the EBPP Service. We will debit your designated account for the fees. Analysis earnings credit cannot be used to offset any of your EBPP charges and fees.

13. eRECEIVABLES SERVICES

13.1 INTRODUCTION. This Service Agreement contains terms and conditions specifically applicable to our eReceivables services (“eReceivables Service”). In using the eReceivables Service, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions (“TMS General Terms”) and the applicable User Guides.

13.2 DESCRIPTION OF THE SERVICE. When your customers, clients or other third parties remit payments to you electronically through various third-party bill payment processors, the payments are accepted and aggregated in a “Designated Account” (as defined in the Definitions section below) and the aggregated amount, representing the total amount of the individual electronic payments received for that Business Day, is then credited to your Account by ACH transfer. We (or “Agent,” as defined in the Definitions section below) will also provide you a single electronic data file containing details of the payments received.

13.3 DEFINITIONS.

- a) “ACH Credit” means funds received through the ACH system for credit to an account.
- b) “Agent” means our third-party service provider, Vanco Payment Solutions, LLC. When enabling the acceptance of your payments in the Designated Account and making the subsequent electronic transfer from the Designated Account, Agent acts as your agent and on your behalf.
- c) “Daily Report” means the report that we make available to you each Business Day, either on our eReceivables Web Site, by electronic transmission or via email which contains the Payment Detail Information we or Agent have received with respect to each Payment credited to your Account that Business Day.
- d) “Designated Account” means an account designated by Agent for the acceptance and disbursement of Payments.
- e) “eReceivables Web Site” means our designated Internet web site through which you access the Daily Report as well as the single electronic data file.
- f) “Payment” or “Payments” means payments that your customers, clients or other third parties’ remit to you electronically through various bill payment processors, and which are accepted and aggregated in the Designated Account on your behalf.
- g) “Payment Detail Information” means the information that Agent receives from the applicable bill payment processor relating to a particular Payment and which Agent, either directly or through us, provides to you in the Daily Report.
- h) “Payor” means the individual or entity that remits a Payment.
- i) “User” means an individual who accesses the eReceivables Web Site using your Access Codes or otherwise as authorized by you.

13.4 COLLECTION AND AGGREGATION OF PAYMENTS. Payments and Payment Detail Information from bill payment processors will be accepted on your behalf and aggregated in the Designated Account prior to disbursement to you. Following disbursement, these Payments will be accessible to you for review and decisioning via the eReceivables Web Site, and you are responsible for reviewing the eReceivables Web Site for Payments and Payment Detail Information on a daily basis each Business Day.

You must enter a decision for Payments to either approve or reject in a timely manner; i.e., preferably on the same Business Day that notice of the Payments is available on the eReceivables Web Site and, in no event, no later than 3:00 p.m. Eastern Time on the third Business Day.

13.5 TREATMENT OF PAYMENTS.

- a) Crediting of Payments. We will credit Payments to your Designated Account based on the Payment Detail Information

received with respect to such Payments. Funds from Payments will be available in your Account no later than the end of the Business Day following the Designated Account's receipt of the ACH Credit and Agent's receipt of Payment Detail Information corresponding to the Payments. In no event will we be responsible for determining whether a Payment has been authorized by the Payor, corresponds to the amount specified by the Payor on any authorization, or is equal to an amount then owed to you by the Payor.

It is your responsibility to credit Payments after notice of the Payments is available to you on the eReceivables Web Site. We are not responsible for your failure to review, approve and credit or return Payments in a timely manner.

You must notify us, by calling Business Support, using the contact information provided below in the Customer Service section, of any account number change in the Account that is to be credited with Payments associated with this eReceivables Service. We are not responsible for late Payments or delays caused by changes in Account information about which we have not been given notice along with a reasonable time upon which to act on such notice.

- b) Rejecting Payments. You may only reject Payments with incorrect or incomplete Payment Detail Information, or if your customer's or client's account with you is blocked or closed.
- c) Returning Payments. These are payments that have previously been received and either assigned by you or auto-assigned as a previously assigned payment. If you return a Payment, it is your responsibility to ensure the funds from the returned Payment are reimbursed to your customer or client.
- d) Reversals of Payments. If the Designated Account receives a reversing entry through the ACH network or any other demand or notice to return a Payment for any reason, Agent will either (i) cause the applicable amount to be deducted from the Payments received by the Designated Account the following Business Day before crediting those Payments to your Account, or, (ii) in Agent's sole discretion, cause the applicable amount of the ACH Credit to be deducted from your Account without further notice to you. If sufficient funds are not in your Account to cover the amount(s) owed, you will promptly refund Agent for such amounts upon our request.

13.6 DAILY REPORT AND PREPROCESSING; VERIFICATION

- a) Delivery and Contents of Daily Report. Each Business Day We will make available to you each business day the Payment Detail Information we received for each Payment credited to your Account that Business Day via the eReceivables Web Site. The Daily Report will include the Payment Detail Information submitted by each Payor using his/ her/its online bill payment service. Payment Detail Information will include, at minimum, the Payor's name and the amount of each submitted Payment received that Business Day and may also include other information provided in the Payment Detail Information. We have no liability or responsibility whatsoever for inaccurate, incomplete or non-current information in the Daily Report that was derived from the Payment Detail Information.
- b) Verification of Contents of Daily Report. You will promptly review each Daily Report. If you determine that an error exists in the Daily Report regarding the amount of any Payment, the Payor name or any other information relating to the Payment, you will promptly notify the Payor. We have no duty or obligation to contact a Payor at your request or otherwise regarding a Payment, or to deliver to any Payor any statement or advice of receipt of payment.

13.7 eRECEIVABLES WEB SITE

- a) Access Codes. We will issue you an administrative Access Code for your use in setting up User access to the eReceivables Web Site. You authorize us to provide the administrative Access Code to the individual(s) you designate in writing to us. You are responsible for generating and assigning User Access Codes using the administrative Access Code. At the time of the first sign-on to the eReceivables Web Site, selection of a new password may be required. If assistance is required with accessing the web site or the use of your Access Codes, please call Business Support at the number provided below in the Customer Service section. We reserve the right to re-set your Access Codes when we deem necessary for security or other reasons.

- b) Security. You are solely responsible for remembering and protecting the security of your Access Codes and passwords. Do not give your Access Codes or passwords to anyone who is not authorized to transact business or view information on your Account. Neither the Bank nor any person or entity acting on our behalf will request that you or any User disclose your User Access Codes or passwords. You agree for yourself and each User to keep your Access Codes and passwords secure and confidential, not to provide or make available your Access Codes and passwords to any unauthorized person, not to save Access Codes on your computer(s) and to sign off properly at the end of every session, and to notify us immediately if an Access Code has been compromised or if you suspect or have knowledge of unauthorized access to your information on the eReceivables Web Site. You agree to instruct each User about the security and confidentiality of Access Codes and the requirements relating to use of the eReceivables Web Site.

You will not, nor allow any third party to, disable, circumvent, impair, or interfere with any security enabled with respect to the eReceivables Web Site. You will follow all security-related instructions provided to you in connection with the eReceivables Services.

- 13.8 ACH RULES. All ACH credit and debit transactions in connection with the eReceivables Service, and the rights and obligations of all parties to the transactions with respect to the transactions, are subject to and governed by the applicable provisions of the National Automated Clearing House Association Rules.

13.9 AUTHORIZATION OF SETTLEMENT TRANSACTIONS AND ACKNOWLEDGMENT OF AGENT

You acknowledge and agree that Bank may provide the eReceivables Service through one or more third-party processors, including Agent, who shall receive and process your Payments and Payment Detail Information data it receives from your customers, clients and other third parties.

You hereby authorize Agent to process payments accepted by the Designated Account from your customers, clients and other third party payors and to cause debits and credits to be initiated to your Account in accordance with the terms of this Service Agreement.

Your use of the eReceivables Service constitutes your agreement with, consent to, and authorization of the above. This authorization will remain in effect until such time as we receive notice from you of your desire to discontinue the eReceivables Service and we have had a reasonable amount of time to act upon such notice.

14. INFORMATION REPORTING SERVICES

- 14.1 INTRODUCTION. This Service Agreement contains terms and conditions specifically applicable to our Information Reporting Services ("IR Service"). In using the IR Service, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions ("TMS General Terms") and the applicable User Guides.

- 14.2 DESCRIPTION OF THE SERVICE. With this IR Service, we provide information and data reporting as described below. Each type of reporting is subject to a separate fee and associated charges as applicable in accordance with our current pricing schedule.

14.3 BANK ADMINISTRATION INSTITUTE ('BAI') REPORTING

- a) Report Content. You may elect to receive either summary or detailed data on your demand deposit(s). We will capture or create the data from your Account each Business Day. If you elect, we also will include data from your accounts with other banks for which we provide account processing services. If you elect, we will sort and group the data at the customer level.
- b) Report Delivery. Once the data is captured and grouped, we will make it available to you in an electronic file via our Data Exchange Service (DES). (Note: You must enroll in DES separately). We will notify you by email that your file is available and provide a link in the email to our secured DES site from which you may retrieve your data file using your DES password and user ID. You are responsible for retrieval and retention of your daily files. You must be able to

receive the file in our required format.

- c) Report Availability. Files are available on our DES site for three (3) Business Days from the day they are made available to you. After the third day, the files are removed from the delivery point.
- d) Redelivery; Retention. Upon your request, we will retransmit a particular day's files if you provide us with the file specifics. We retain the data from each day's files for sixty (60) days.

14.4 OUTBOUND DATA EXCHANGE (BAI DATA)

- a) Data Content. We will capture or create the data from your Account each Business Day. If you elect, we also will include data from your accounts with other banks for which we provide account processing services. If you elect, we will sort and group the data at the customer level.
- b) Data Delivery. We will make available to a third party designated by you either summary or detailed information about your Account. You or your designee must provide us such delivery instructions as we may require in order for us to provide the information. Upon completion of our daily posting process, we will make your Account information available in electronic form to our Third Party Service Provider. The Third Party Service Provider will make the data electronically to your designated third party. Your designated third party is responsible for retrieving your Account data from our designated Third Party Service Provider. You are responsible for retrieval of the data from your designated third party. In the event of a system problem that prevents delivery of the data as described above, we may provide the data by fax, telephone call or secure email.

14.5 INBOUND DATA EXCHANGE (BAI DATA)

- a) Data Content. We will retrieve and make available to you summary or detailed information from your accounts at other financial institutions that is provided to us through our Third Party Service Provider.
- b) Data Delivery. You or your designee must provide us such delivery instructions as we may require in order for us to retrieve and provide you the information. Each Business Day, we will retrieve your account data file from our Third Party Service Provider between the hours of 8:00 a.m. and 11:00 a.m., Eastern Time. Upon receiving the account data file, we will make the data available to you through our business online banking service, Commercial Advantage, which you may access using your normal Commercial Advantage log-in process. (Note: You must enroll in Commercial Advantage separately). We are responsible only for providing you with the information that is provided to us through our Third Party Service Provider.

14.6 CONTROLLED DISBURSEMENT REPORTS

- a) Report Content. Your checks are coded with a unique bank routing transit number that allows the Federal Reserve to report to us each Business Day those checks processed by the Federal Reserve that have presented for payment against your Account that day. We are responsible for reporting to you only those checks that have been reported to us by the Federal Reserve.
- b) Report Delivery. On the morning of each Business Day, we provide two reports to you of the checks that are to be paid on that day. We provide the reports on the Commercial Advantage "Current Day" intraday screens. Reporting times may vary but will generally be between 8:30 a.m. and noon, Eastern Time.
- c) Checks Posted to Your Account. The checks that are reported each Business Day will be posted to your Account and processed by us for payment as part of our normal processing for that day. You are responsible for ensuring that sufficient funds are in your Account to cover the reported checks prior to our evening processing of that day's reported checks.

14.7 WAKE UP DATA REPORTING

- a) Report Content. You may elect to receive either summary or detailed data on your Account. We will capture or create the data from your Account each Business Day. If you elect, we also will include data from your accounts with other banks for which we provide account processing services. If you elect, we will sort and group the data at the customer level.
- b) Report Delivery. We will deliver your Account data to you on the morning following our normal account processing at the email address or fax number you designate. We will retain the data for five (5) days following the original delivery date and, if you request, will redeliver the data to you at no charge during that 5-day period.

14.8 ELECTRONIC DATA INTERCHANGE (EDI)

- a) Data Content. EDI data is the ACH addenda information (invoice numbers, purchase orders, transaction reference numbers) that may accompany ACH entries received into your Account. When included by the ACH Originator, we translate the EDI data to readable formats and transmit that information to you. We are not responsible for the information transmitted with the ACH file, but only for supplying you with a translation of the information. Our obligation to provide you with the information is subject to our right to reject ACH transactions as described more fully in the ACH Rules and our ACH Service Agreement.
- b) Data Delivery. We will deliver EDI data to you using email address(es) provided by you during enrollment to the service. The data will be delivered to you on the next Business Day following the scheduled posting of the ACH amounts to your Account provided that we received the ACH file by our ACH settlement posting deadline and in accordance with our requirements for receipt of ACH files. If we do not receive an ACH file by our processing deadline, or if the ACH file otherwise fails to comply with ACH Rules or our requirements, we may in our discretion use reasonable efforts to transmit the information to you in a timely manner but we will have no liability to you if we fail to do so.

15. INTEGRATED PAYMENTS SERVICE

- 15.1 INTRODUCTION. This Service Agreement governs your use and contains terms and conditions specifically applicable to our online service known as Integrated Payments Service ("Payment Service"). In using the Payment Service, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions ("TMS General Terms") and any applicable User Guides. This Service Agreement is a binding contract between you and Bank.
- 15.2 DESCRIPTION OF THE SERVICE. This Payment Service is a web-enabled program on a single platform that provides payment execution services for all payment types. The Bank's Integrated Payments' Service includes traditional check printing and delivery in secure facilities as well as the migration of vendors to electronic payments such as processing ACH, wires, and virtual cards. Payers submit a single payment file with multiple payment types in variable file formats as generated by their accounting or ERP system. This is a single file sent electronically.
- 15.3 ACCESS. Subject to Customer's compliance with all of the terms and conditions of this Service Agreement, Bank hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right to access the Payment Service for Customer's internal business purposes to process payment transactions from Customer's linked Business account(s) to such payees as determined by Customer using the available payment methods through the Payment Service. The Payment Service is accessible on a software-as-a-service basis over the internet and Customer is not required to download or install any software to access the Payment Service, provided that Customer should consider securing its transmission of data over the internet via a virtual private network (VPN) connection or employing other reasonable security measures.
- 15.4 VENDOR ENROLLMENT. Subject to certain specifications of the Payment Service, First Citizens will provide Customers who have enrolled in one or more of the Payment Services to pay vendors through the enrollment process. This enrollment process includes: 1) a hosted vendor portal that enables vendors of Customers to register their bank account information in order to receive electronic payments via ACH instead of by check; and 2) for any qualifying Customer that requests Virtual Card Services, the Payment Service will facilitate the migration of such Customer's vendors from receiving checks and/or ACH to receiving card payments and will facilitate the posting of the card payment data to the vendor portal.

- 15.5 LIMITS ON USE. Bank may make the Payment Service available on either a fee or no fee basis in its discretion. Bank may change the Payment Service at any time without notice, and reserves the right to suspend or deny access to the Payment Service in whole or in part at any time, including if (i) denial is requested by law enforcement or a regulatory agency; (ii) there has been a security breach or unauthorized access related to Customer's accounts; (iii) Bank deems denial necessary, in its sole and absolute discretion, for risk management purposes or to prevent any liability for Bank and its suppliers; (iv) Customer is believed to have engaged in fraudulent acts, violations of law, or violations of this Agreement; or (v) Bank believes that to provide the Payment Service would be in violation of its legal requirements or illegal. Denials under this paragraph will continue as long as necessary and will not create any liability from Bank to Customer. Certain payments by their nature are not permitted through the Payment Service; see details below in Section 15.7 (Restricted Payments).
- 15.6 IP OWNERSHIP & ADDITIONAL LIMITS ON USE. Ownership of the Payment Service, the website or application through which it is accessible, the underlying software and all intellectual property rights in such Payment Service, website and application, and all trademarks and logos on any of the foregoing (the "Bank IP"), remain with Bank and its suppliers and licensors. Customer gains no rights in the Bank IP except the limited right to use the Payment Service set forth in Section 15.3 above. The software within the Bank IP (and underlying "source code" that enables the software to function) is protected under U.S. copyright law and international copyright treaties. Customer is not permitted to publish, sell, market, distribute, lend, lease, rent, or sublicense the software or underlying source code. Customer is also not permitted to reverse engineer or decompile such Software to access the source code or to copy, modify, adopt or otherwise take any action in respect to the source code.
- 15.7 FUNDING PAYMENTS. Customer is required to provide funds to pay for payments requested through the Payment Service from Customer's linked business Account(s) elected by Customer for such purpose. The "Available Balance" in such applicable account will be determined in accordance with our normal deposit account processing and posting procedures and times, and will be used to pay for payments requested through the Payment Service in the order that the requests for payment were received. In the event the Available Balance in the account is insufficient to cover any requested transaction, Bank may, without prior notice to you, refuse, delay or suspend performance of all or a portion of such transaction. Bank and its suppliers are not responsible for any liabilities which result from failure or delay in processing a payment or Customer paying the designated payee as a result of insufficient Available Balance. Whether overdraft protection or any other similar benefits to help Customer avoid insufficient Available Balance are available to Customer is determined by the separate terms of Customer's business banking relationship with Bank; this Service Agreement does not confer any such benefits.
- 15.8 RESTRICTED PAYMENTS. Bank reserves the right to delay or not to accept ACH, Wire or Card payments to (a) certain beneficiaries located in certain foreign countries; (b) to beneficiaries on the Specially Designated National and Blocked Person list maintained by the U. S. Department of the Treasury, or (c) for any reason related to an Executive Order of the President, Foreign Governmental Embargoes/Sanctions, or U.S. Department of Treasury directives. Customer shall cooperate with any procedures related to such payments. For ACH and USD Wire payments each payee must have a valid U.S. mailing address that First Citizens or its suppliers can verify or update prior to payment. Bank does not authorize use of the Payment Service for unlawful or inappropriate purposes, such as gambling, obscenity, pornography, violence, misappropriation, unauthorized access or interference, harassment, or unsolicited or deceptive messages. Any such use is prohibited. The Payment Service is also not intended for use to make payroll, alimony, child support, or tax payments, or to pay other governmental fees or court-directed payments ("Legal Payments"). Customer acknowledges that if a user submits a payment involving the restricted purpose types described in this paragraph through the Payment Service, Bank or its suppliers may suspend or deny processing of the payment and does not assume any liability for penalties, or any other expense, fine, claim or damage related to non-payment upon the processing or completion of such a payment. Bank and its suppliers have no obligation to research or resolve any claim resulting from any Legal Payments. Bank reserves the right to refuse to pay any payee to whom a payment is directed using the Payment Service if Customer attempts to make any Legal Payments or other prohibited payment. Customer will receive notice of payments that have been refused for processing.

- 15.9 METHODS OF PAYMENT. Bank will process and post payment transactions requested through the Payment Service in accordance with the terms of the Treasury Management Services Agreement (“TMS Agreement”), TMS General Terms and/ or the terms of the First Citizens Bank & Trust Company Purchasing Card Agreement and any applicable Service Agreement or User Guide thereunder to which you are a party now or in the future.
- 15.10 DISPUTED ITEMS. Customer acknowledges that Customer is required to notify Bank in writing of any disputed item on Customer’s Payment Service statement within the applicable notification period requirements described in any Bank disclosure agreement including the TMS Agreement related to the underlying method of payment. If Customer fails to timely dispute an item, it will be deemed undisputed and accepted by Customer. Customer agrees that Customer shall be responsible for all unauthorized use of the Payment Service through Customer’s account, including any mistaken or misdirected payments through such account. Unless required by law, Bank and its suppliers are not responsible for any problem Customer may have with any payees paid, including the payee refusing a particular form of payment.
- 15.11 SECURITY. It is important that Customer use good practices to safeguard the security credentials that authorize access to the Payment Service. Bank and its suppliers and licensor are not responsible in any manner for the unauthorized use of the Payment Service. It is Customer’s sole responsibility to ensure that Customer’s own security practices are sufficient to protect Customer’s interests. Notify Bank immediately if someone gains unauthorized access to Customer accounts or there is any loss or compromise of any log-in credentials. Bank is not responsible for the confidentiality, security, or integrity of information while in transit over the internet or any third party communication/utility lines or otherwise outside of the network or systems of Bank and its suppliers. Bank reserves the right to immediately adapt its security processes and procedures if Bank believes that swift action is required for the security of Bank, Customer, the Payment Service or other customers or subcontractors of Bank.
- 15.12 HACKING AND MALWARE RISKS. Customer understands that there is a risk that criminals may use various schemes (such as offers of free software or e-mail messages with attachments) to plant a computer virus, spyware or other malicious software (collectively “malware”) in Customer’s computers to gain access to Customer’s internet banking applications and their access IDs, security keys, one-time passcodes, passwords and other security protocols. This malware then uses the information to initiate payments to third parties by means of wire transfers, ACH entries, or other means of electronically transferring funds. Customer acknowledges that there is a substantial risk of this occurring and therefore agrees to take all commercially reasonable steps to prevent the installation of such malware on its computers. These steps include, but are not limited to, installing, and maintaining state-of-the-art anti-virus and malware detection software on Customer’s computers. Customer agrees that the First Citizens has no duty or obligation whatsoever to protect it from such criminal activities and that the First Citizens has no duty or obligation to ascertain whether or not any wire transfer, ACH entry, payment order or other electronic transfer of funds from Customer’s accounts is made in connection with a legitimate transaction when the instruction to transfer funds or make a payment is initiated from its computers and/or is accompanied by the correct security procedure. Customer also agrees that the First Citizens has no obligation to ascertain whether Customer has initiated any wire transfer or other payment order, ACH credit entry or other electronic or paper payment to the same or similar beneficiary on any prior occasion or whether the geographic location of the beneficiary or the geographic location of the beneficiary’s First Citizens is consistent with Customer’s normal payment activities. The First Citizens has no obligation to ascertain whether any wire transfer, payment order, ACH credit entry or other payment is consistent with Customer’s present or past payment activities, the size of its business, the number, location or compensation of any of its employees or agents or whether the transfer of funds is for the benefit of Customer’s business. CUSTOMER FURTHER AGREES THAT THE BANK HAS NO OBLIGATION TO DETERMINE WHETHER OR NOT THE SECURITY OF YOUR COMPUTERS OR COMPUTER SYSTEMS HAVE BEEN COMPROMISED AT ANY TIME BY THE ACTIONS OF A THIRD PARTY. THE BANK IS NOT RESPONSIBLE FOR ANY CUSTOMER LOSSES, DAMAGES, ERRORS, FAILURES, FRAUDULENT TRANSACTIONS, OR MALFUNCTIONS ARISING OUT OF OR IN CONNECTION WITH ANY UNAUTHORIZED INTRUSION INTO CUSTOMER’S COMPUTERS, WHETHER BY COMPUTER VIRUS, SPYWARE OR OTHER MALWARE OR OTHER WRONGDOING.
- 15.13 IDENTIFICATION OF CUSTOMER. Customer understands and agrees that Bank may use and disclose Customer

identifying information and Customer account information to its suppliers assisting with payment processing through the Payment Service as necessary to process the payments requested by Customer through the Payment Service, and to comply with a government agency request or court orders. Additionally, to help the U.S. government fight the funding of terrorism and money laundering activities, federal law may also require First Citizens or its suppliers to obtain, verify, and record information that identifies Customer (and any guarantor or co-maker) as part of initial and on-going customer review processes.

Therefore, Bank may, at its option, require Customer to provide, or provide on Customer's behalf, various identifying information that will allow Bank and its suppliers to properly identify Customer, which may include but not be limited to name, address, taxpayer identification number, and other information. Customer represents and covenants that (i) Customer and its authorized users of the Payment Service are not currently and shall not become subject to any law, regulation or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits Bank from conducting business with Customer; and (ii) Customer shall provide to Bank and its suppliers, when requested, documentary and other evidence of Customer's identity or the identity of any person to whom Customer allows to use the Payment Service, so that Bank may comply with any applicable law or regulation or its own anti-money laundering policies. Customer hereby waives any claim against Bank or its suppliers in relation to their provision of any of Customer's identifying information or identifying information of any authorized user of the Payment Service.

15.14 ADDITIONAL TERMS; PRIVACY; CCPA NOTICE. Use of the Payment Service is subject to the privacy and security terms available at <https://www.firstcitizens.com/privacy-security/> and the "Legal Information" available at <https://www.firstcitizens.com/legal>. Additionally, the California Consumer Privacy Act of 2018 ("CCPA") provides California consumers with specific access, data portability and deletion rights. You can view the CCPA Notice at <https://www.firstcitizens.com/privacy-security/privacy-notice-california>. In the event of a conflict between these other terms on www.firstcitizens.com and this Service Agreement, the terms of this Service Agreement will prevail with respect to the Payment Service. The Payment Service is a "Service" as described in the TMS Agreement.

15.15 LIMITS ON LIABILITY. Bank and its suppliers shall not be liable for any failure to perform due to acts of God, acts of government or subcontractors, suppliers or regulatory bodies, which significantly inhibit or prohibit the Payment Service, wars, acts of terrorism, fires, floods, explosions, natural catastrophes, civil disturbances, strikes, riots, unusually severe weather (such as tornadoes), or failures or fluctuations in electrical power, heat, light, air conditioning, computer or telecommunications services or equipment or any other cause not within the reasonable control of Bank.

THE PAYMENT SERVICE AND OTHER INFORMATION, CONTENT AND MATERIALS PROVIDED THROUGH, OR IN CONNECTION WITH, THE PAYMENT SERVICE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND ALL WARRANTIES ARE DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BANK MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE PAYMENT SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS FREE, OR THAT ERRORS WILL BE CORRECTED. BANK MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, CORRECTNESS, OR TIMELINESS OF THE CONTENT, SOFTWARE, TEXT, GRAPHICS, VIDEO, LINKS, OR COMMUNICATIONS PROVIDED ON, THROUGH, OR IN CONNECTION WITH THE USE OF THE PAYMENT SERVICE. BANK DOES NOT MAKE ANY REPRESENTATION THAT THE PAYMENT SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS. THESE DISCLAIMER OF WARRANTIES CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT.

BANK AND ITS SUPPLIERS' SOLE RESPONSIBILITY, AND CUSTOMER'S SOLE REMEDY, FOR DAMAGES FOR ERROR, DELAY, OR ANY ACTION OR FAILURE TO ACT SHALL BE LIMITED TO DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER WITH RESPECT TO THE DEFECTIVE SERVICE CAUSING THE DAMAGE DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE LOSS. EXCEPT AS OTHERWISE SET FORTH IN THE PRECEDING SENTENCE, IN NO EVENT SHALL BANK AND ITS SUPPLIERS BE RESPONSIBLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE

DAMAGES UNDER ANY LEGAL THEORY, REGARDLESS OF WHETHER SUCH PARTY WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- 15.16 INDEMNIFICATION FROM CUSTOMER. Customer agrees to hold Bank and its suppliers harmless from any and all liability (but only in the manner and to the extent provided by applicable State law), resulting from use of or reliance on the Payment Service by Customer, including, without limitation, from the acts of any employees or agents of Customer, which acts shall include but are not limited to negligent acts and willful misconduct of such persons, or from the breach by Customer of its obligations under this Agreement. For purposes hereof, any person who is given authorization by Customer to use the Payment Service or given the log-in credentials for the Payment Service shall be deemed an employee or agent of Customer. Customer also agrees to indemnify (but only in the manner and to the extent provided by applicable State law), defend and hold harmless First Citizens and its service providers from and against any and all loss, liability, expense (including court costs and reasonable attorney's fees), including consequential, special and punitive damages, directly or indirectly resulting from: (i) the processing of any payment or instruction received by Bank through the Payment Service, (ii) any breach of any provision of this Agreement by Customer and (iii) any dispute between Customer and any third party in connection with Customer's use of the Payment Service. The terms of this Section 15.15 will survive termination of this Service Agreement.
- 15.17 FEEDBACK. Feedback on the Payment Service is welcomed, but Customer agrees that (i) by submitting unsolicited ideas to Bank, you automatically forfeit your right to any intellectual property rights in those ideas; and (ii) unsolicited ideas submitted to us or any of our employees or representatives automatically become the property of Bank.
- 15.18 GOVERNING LAW. The law of the State of North Carolina (for North Carolina Government Entity Customers), or the law of the State of South Carolina (for South Carolina Government Entity Customers), or the law of the State of Virginia (for Virginia Government Entity Customers), (excluding its conflicts of law principles) and the controlling laws of the United States (e.g., in respect of intellectual property rights) shall govern the interpretation of this Agreement and shall apply to all claims for breach of this Agreement or other dispute regarding the Payment Service, whether the claim is for breach of contract or tort. This Agreement will not be governed by the Uniform Commercial Code or the United Nations Convention of Contracts for the International Sale of Goods, the application of which are expressly excluded. If any provision of this Service Agreement is held invalid, the remainder of this Service Agreement shall continue in full force and effect.
- 15.19 TERM. This Service Agreement shall remain in effect until either party gives the other thirty (30) calendar days prior written notice of termination to the other, effective upon receipt. Notwithstanding the preceding sentence, Bank shall have the right to immediately terminate this Agreement if (i) Bank learns that a breach of the security procedures has occurred or is about to occur, (ii) any fraudulent or dishonest acts occur involving Customer or Customer's accounts with Bank, or (iii) if Customer's financial condition becomes such that Bank is unable to reasonably satisfy ourselves that Customer is able to meet its obligations under this Service Agreement. Rights or liabilities accrued prior to termination (including any rights arising with respect to payments not yet executed through the Payment Service) shall not be affected by the termination.
- 15.20 CUSTOMER SERVICE. For questions about the Payment Service or this Service Agreement, please call First Citizens Bank Commercial Advantage Integrated Payments support at 1-888-297-0651 Monday through Friday between the hours of 8:00 a.m. and 9:00 p.m. Eastern Time.

16. LOCKBOX SERVICES

- 16.1 INTRODUCTION. This Service Agreement contains terms and conditions specifically applicable to our Lockbox services (the "Lockbox Service"). In using the Lockbox Service, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions ("TMS General Terms") and the applicable User Guides.
- 16.2 DESCRIPTION OF THE SERVICE. We will collect and process payments and remittances you receive from your customers, clients and other businesses ("Customers"). As part of the Lockbox Service, we scan invoices and other documents received with the payments (e.g., coupons, invoices, Explanation of Benefits, correspondence or other

documents), capture payment information, deposit payments into your account and provide you with data and information relating to the payments and deposits as further described below.

- 16.3 LOCKBOX ADDRESS. We will provide you with a post office box address when we set up the Lockbox Service for you. You are responsible for providing your Customers with the complete and accurate box address, zip code and zip code plus four. Your invoices or other payment instructions to your Customers must direct that payments be mailed to the applicable address. We are not responsible for payments directed to an address other than the one we provide you. We reserve the right to change your lockbox address at any time if a change is reasonably necessary in our sole discretion and we will notify you in advance of the change.
- 16.4 REMITTANCE DOCUMENTS. You will provide your Customers with specific instructions to include the appropriate remittance documents (which are subject to our approval) with their payments.
- 16.5 PROCESSING OF PAYMENTS. We collect and open mail received at the lockbox address each Business Day and process payments received in accordance with the following procedures:
- (i) We place the following endorsement on checks received:
CREDIT THE ACCOUNT OF THE WITHIN NAMED PAYEE WITHOUT PREJUDICE
 - (ii) We credit to your account each Business Day the total of all checks processed for that day. Your and our respective rights and obligations with respect to the crediting and collection of all checks received are the same as are applicable under the First Citizens Bank Deposit Account Agreement to deposits received by us directly from you.
 - (iii) If an envelope contains cash, we will create a replacement check and deposit it in lieu of the cash. If the cash is accompanied with remitter documentation/information, the replacement check will be processed with the accompanying remitter documentation or information. If the cash is received with no accompanying details, the replacement check will be processed and deposited into your account as unidentified funds.
 - (iv) Certain items are considered “unbankable” and will not be processed. Unbankable items include: envelopes that do not contain a check or cash, envelope contents that we cannot process due to the absence of required remittance documents or information or for any other reason, and any other items that you and we agree will be treated as unbankable. We will forward the envelope and contents of unbankable items to you in accordance with your instructions.
 - (v) Foreign items are checks drawn on financial institutions outside the United States of America and checks drawn in a currency other than U.S. Dollars. During set-up of the Service, you may elect to have us either (i) process foreign items, or (ii) treat foreign items as unbankable items and return them to you. Foreign items that are not returned will be routed to our international department, which will credit your account for the items based on the buying check rate. You will not receive immediate credit into your account for foreign items; however, you will, be able to view the payment information through our online Lockbox Portal on the same day we receive the items.
 - (vi) If an envelope contains a credit card number, you may elect, at the time of set up, to have us either (i) process credit card payments, or (ii) treat credit card payments as unbankable items and return them to you. Credit card payments that are not returned as unbankable will be processed as follows:
 - We will seek authorization for the credit card charge by transmitting the credit card information to a Payment Gateway. The Payment Gateway obtains either an approval or denial from their credit card processing network and returns the authorization information to us. We use Verifone as the Payment Gateway.
 - All other functions related to credit card payments (such as the funds settlement) are provided by the Payment Gateway, processing network and associated entities. You must have a merchant agreement in place with the appropriate entities and supply us with the information required to submit credit card transactions on your behalf.
 - For approved credit card transactions, we provide the accounts receivable posting information as part of the normal end of day reporting.
 - Credit card detail report is available to show all credit card transactions processed for the day, regardless of whether

they were approved or declined.

16.6 PAYMENT INFORMATION. We may provide you with an electronic file with remittance information and/or access to our online system to view processed payments. The method used to provide you with payment information will be determined during set-up of the Lockbox Service. You agree to comply with all requirements and technical specifications applicable to the particular method used.

16.7 RETURNED CHECKS. If a check that we have processed and deposited to your account is returned to us by the payor bank with a request for personal endorsement, we will provide the following endorsement and re-present the check to the payor bank: PAY TO THE ORDER OF FIRST CITIZENS BANK [CUSTOMER NAME]

If a check is returned unpaid for any other reason, we will charge the amount of the check to your account in accordance with our normal charge-back procedures for deposited checks as described in the Deposit Account Agreement.

16.8 ADDITIONAL SERVICE OPTIONS. We may offer additional processing and service options, for example, batching, defining acceptable and non-acceptable items, printing and scanning options, deposit reporting and notification and delivery of information, at the fees we may establish for those services from time to time. If we agree to additional services, they will be provided subject to the specific User Guides, instructions or requirements we provide you relating to those services.

16.9 LOCKBOX CLOSINGS

a) Notifications. In the event you decide to discontinue the Service and close a lockbox, you agree to notify us at least 2 business days in advance of the closing date. We provide notification to and complete the applicable forms required by the U.S. Postal Service to discontinue the Service. You are not authorized to provide lockbox closing or mail forwarding instructions to the U.S. Postal Service and agree that you will not do so. You are responsible for notifying your Customers to discontinue sending payments to the lockbox address.

b) Mail Forwarding. After the lockbox is closed, we forward mail received to the lockbox address for such period of time as we may agree but no more than 90 days from the date the lockbox is closed. Payments and accompanying documents received after the closing date will be marked "Forward To" and sent to the address you provide us. Your account will be debited for any applicable mail forwarding expenses. If your account is closed, you will provide us with a shipping account number (e.g., a FedEx or UPS account number) for mail forwarding to continue. At the expiration of the agreed forwarding period, all mail received at the lockbox address will be stamped "Return to Sender" and deposited into the U.S. mail.

16.10 CUSTOMER SERVICE. For questions about the Service, or assistance with use of the Service, please call 1.866.460.9829 on any Business Day between the hours of 8:00 a.m. and 9:00 p.m. Eastern Time.

NOTE: YOU ACKNOWLEDGE AND AGREE THAT WE WILL PROVIDE SERVICE ASSISTANCE TO YOU ONLY. WE WILL NOT ANSWER QUESTIONS FROM OR PROVIDE INFORMATION OR ASSISTANCE TO YOUR CUSTOMERS.

17. REMOTE DEPOSIT CAPTURE SERVICES

17.1 INTRODUCTION. This Service Agreement contains terms and conditions specifically applicable to our Remote Deposit Capture (RDC) services, *formerly referred to as Remote Image Deposit* ("RDC Service"). In using the RDC Service, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions ("TMS General Terms") and the applicable User Guides.

17.2 DESCRIPTION OF THE SERVICE. The Remote Deposit Capture Service allows you to scan certain checks as described below at your location and electronically transmit the scanned images to us over an encrypted internet connection for processing, collection and deposit to your Account.

17.3 EQUIPMENT; SOFTWARE

- a) Required Equipment. Your use of the RDC Service requires (i) a Bank-approved scanner ("Equipment"), (ii) the software that we make available to you specifically for the Service ("Software"), and (iii) such other equipment, software, telecommunications connectivity, and/or Internet access as specified in the User Guide. If you are a Small Business RDC customer and we provide you any new or replacement Equipment at no cost to you, you agree to use the Service for a minimum of one year following the receipt of such Equipment (an "Equipment Restriction Period"). If you cancel the Service any time during any applicable Equipment Restriction Period, you will be subject to a \$450.00 flat cancellation fee, which we will debit directly from your Account on or before the termination date without prior notice to you. If, during the Equipment Restriction Period, your scanner breaks and/or is no longer functioning properly and must be replaced, we will replace it for you at no charge and will not affect the original Equipment Restriction Period. You will not use or attempt to use any equipment, software, connectivity or Internet access for the RDC Service that has not been either provided by us or approved by us in advance specifically for the RDC Service.
- b) Additional Requirements. See the TMS General Terms for additional provisions regarding Equipment and Software in general. Additional requirements for Equipment and Software used specifically for the RDC Service may be provided in the User Guide.
- c) Installation. You are responsible for installation of the Equipment and Software. For installation assistance, you may call us at the number provided below under Customer Service; however, we are not responsible for providing assistance with issues relating to equipment or software other than the Equipment and Software described above.
- d) Use. You will use the Equipment and Software in accordance with and subject to our requirements and solely for the intended purpose in connection with the RDC Service.

17.4 ACCESS CODES. We will issue you an administrative Access Code for use with the RDC Service. You are responsible for the security of your Access Codes. You will not disclose the Access Codes to anyone who is not authorized to act on your behalf with respect to the RDC Service or deposits to your Account. You are responsible for all activity conducted under your Access Codes or by any user, whether or not such activity is authorized by you.

17.5 USE OF THE SERVICE IN GENERAL

- a) Eligible Checks. You will use the RDC Service only for the deposit of original negotiable paper checks, demand drafts, negotiable money orders, or negotiable substitute checks (as defined in the Deposit Account Agreement) that are (i) designated in United States Dollars, (ii) drawn on a financial institution that is located and lawfully operating within the United States (excluding U.S. territories) and regulated by applicable state and federal banking regulatory authorities, and (iii) received by you in the normal and ordinary course of your business (collectively, "Checks"). In addition, Checks must be made payable either to you (or properly endorsed to your order) or to a principal for which you act as authorized agent, and you or the principal, as applicable, is/are the lawfully intended payee.
- b) Remotely Created Checks. We reserve the right to refuse any unsigned drafts and remotely created checks ("RCCs"), including but not limited to online bill payment drafts and drafts created by internet merchants. We also reserve the right immediately to hold in your account or collect from your account funds representing the proceeds of RCCs (or any items) that have been returned or charged back by other financial institutions. We may discontinue the RDC Service if we receive an excessive or unacceptable number (as determined by us) of chargebacks to your Account, whether or not they arise from RCCs.
- c) Eligible Accounts. You will use the RDC Service to deposit Checks only to a business Account with us that is titled in your name, or in the name of a principal for which you act as agent, and approved by us to receive deposits through the RDC Service.
- d) Compliance with Laws. You will ensure, and you represent and warrant to us, that your use of the RDC Service and all deposits made through the RDC Service are in compliance with all applicable state and federal laws and regulations

with respect to the deposits, including, without limitation, all requirements of the Office of Foreign Assets Control (“OFAC”), the federal Bank Secrecy Act and its implementing regulations, and the federal Unlawful Internet Gambling Act and its implementing regulations.

- e) Foreign Transmittals Prohibited: All check images must be scanned and electronically transmitted to us using equipment located solely in the United States. Image devices leased to you or otherwise made available to you by or through us must not be transported or used outside the United States. Any exception to these prohibitions must be approved in writing in advance by us.
- f) Rights and Obligations in General. Except as expressly provided otherwise in this Service Agreement, you and we have the same rights and obligations with respect to deposits through the RDC Service as apply under the Deposit Account Agreement to deposits made by other means, including, without limitation, (i) our rights and obligations regarding acceptance, processing and clearing of checks and other items, and (ii) your and our obligations, liabilities, indemnities and warranties under Articles 3 and 4 of the applicable state Uniform Commercial Code as though the Check images transmitted to us for deposit were original paper items. All applicable provisions of the Deposit Account Agreement will apply to Checks deposited through the RDC Service unless expressly stated otherwise in this Service Agreement. You will not use or attempt to use the RDC Service to make deposits that do not comply with the requirements of this Service Agreement, the TMS General Terms and the Deposit Account Agreement.

17.6 YOUR RESPONSIBILITIES AND OBLIGATIONS

- a) Deposited Checks. With respect to each Check you transmit to us for deposit via the RDC Service, you represent and warrant that:
 - (i) You are the lawful and intended payee of the Check and are legally entitled to enforce and obtain payment of the Check, OR you are the authorized agent of the payee, such authorization has been demonstrated to the Bank, and the payee has authorized you in your role as agent to deposit payee’s checks to your account.
 - (ii) To the best of your knowledge, the transmitted Check image accurately represents the front and back of the Check at the time of scanning.
 - (iii) The Check has not been altered or modified from its original state.
 - (iv) The Check has not otherwise been presented for deposit, neither the Check nor a representation or reproduction of the Check has otherwise been paid, and no person or entity will be asked to pay or be charged for a Check (or any representation or reproduction of a Check) that has paid.
 - (v) All information transmitted to us in connection with the Check is accurate and authorized.
 - (vi) Each Check is properly endorsed in accordance with our instructions in the User Guide.
- b) Transmissions. You will not transmit or attempt to transmit Check images in any form other than the form generated by the Equipment and Software and in accordance with the requirements and specifications contained in the User Guide. You are responsible for ensuring the quality and clarity of the Check images transmitted. We may refuse to accept, and will not be responsible for, any transmissions or Check images that do not comply with all requirements and specifications we have provided you. We make no warranties with respect to the image quality or validity of any items deposited through the Service. You acknowledge that transmission via third party telecommunications or data lines, including via the Internet, may not be secure, and you accept all risk of interception or loss of data while in transmission.
- c) Verification. You are responsible for ensuring the accuracy of your transmissions and verifying our receipt of your transmissions. Our records as to the time of our receipt of a transmission, and the contents of a transmission, will govern in the event of any conflict between your records and ours. We make electronic confirmations of receipt available on our designated RDC Service web site, which you may access to print the confirmations for your records; however, our confirmation of receipt does not constitute an acknowledgment by us that the transmission does not contain errors. You are solely responsible for verifying that the transmitted deposits have been posted to your Account.

- d) Notification of Errors. You will notify us immediately as soon as you know or reasonably should have known of any discrepancies or errors with respect to transmissions or deposited amounts in accordance with the requirements stated in the TMS General Terms. You will provide us with all information as we may reasonably request in order to resolve the discrepancy, including, without limitation, a copy of the original Check if it has not been destroyed. Deposits you make using the RDC Service will be reflected on your periodic account statements. Notwithstanding anything in this Service Agreement or the Deposit Account Agreement to the contrary, if you fail to notify us of a discrepancy with respect to a Check deposited through the RDC Service within five (5) Business Days of receipt of a periodic account statement containing the discrepancy, you are precluded from asserting a claim against us for the discrepancy.

You will provide full cooperation and assistance to us in our investigation of any unsuccessful or lost transmission of Checks, including, without limitation, providing us with copies of existing original Checks and other records and documentation in your possession related to the transmission and Checks as we may reasonably request.

- e) Security in General. You are responsible for creating and implementing internal controls to ensure that access to and use of the RDC Service, the Equipment and Software, your Access Codes, the original Checks, Check images and all data transmitted using the Service are protected from internal and external threats to their integrity, security and authorized use. We reserve the right to visit your location during business hours but without prior notification to confirm and validate your internal procedures and controls pertaining to your security measures in connection with use of the Service and your compliance with the requirements of this Schedule and the TMS General Terms.
- f) Storage and Destruction of Original Checks. After transmitting Check images to us for deposit, you will maintain the original Checks in a secure, controlled access location for at least thirty (30) calendar days after you have confirmed our receipt of the Check image and will retain them for such longer period only as reasonably necessary for your business purposes and in accordance with your record retention requirements. After the expiration of the 30-day period, or longer applicable period, you will destroy the Checks using a shredding device or other secure disposal mechanism.

During the period that you maintain the original Checks, you understand and agree that you must use a high degree of care to protect the original Checks against security risks, including, without limitation, theft or reproduction of the original Checks (by employees or non-employees) and unauthorized use of information derived from the original Checks. You will establish and use procedures designed to ensure that the original Checks are not accessed by unauthorized persons during the destruction or disposal process and that, once destroyed, the original Checks are no longer readable or capable of being reconstructed.

You acknowledge that in addition to any other damages we may be entitled to collect from you under this Service Agreement or the laws and rules applicable to the RDC Service, we will be entitled to consequential damages as permitted by law for your breach of your obligations to securely safekeep and destroy the original Checks that you deposit using the RDC Service.

- g) Obligation to Prevent Redeposit or Representment of Checks. You will not present to us in any form for deposit or negotiation, using the RDC Service or otherwise, a Check that has previously been deposited to your Account and paid. You will take all steps reasonably necessary to protect Checks that have been transmitted to us from being re-deposited with us or any other financial institution, either in paper or electronic form, and to ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser receives presentment or return of, or otherwise is charged for a Check more than once in any form.

You agree to reimburse, defend, indemnify and hold harmless us and our agents for all liability, demands, losses, damages, claims, and expenses arising from or relating to a presentation for payment, transfer, or deposit at any time of a Check that previously has been paid.

- h) Returned Checks. If a Check deposited through the RDC Service is returned unpaid, we will notify you of the return and the chargeback to your Account. Returned Checks cannot be redeposited through the RDC Service.
- i) Indemnification. In addition to any indemnification obligations of Customer set forth elsewhere in this RDC Service

Agreement, Customer shall indemnify (but only in the manner and to the extent provided by applicable State law), reimburse or otherwise hold harmless Bank, its affiliated companies and its employees and agents for any and all costs, demands, losses, claims, taxes, expenses, liabilities and damages (including reasonable attorneys' fees) incurred or sustained by Bank in good faith and without any negligence:

- (i) in connection with any Customer error while administering their RDC Service, including errors related to (but not limited to) deposit limits, authorized users, account and location assignment, or other check transmittal errors;
- (ii) in connection with and resulting directly or indirectly from (a) transmittal or payment of any Check, without regard to whether Customer actually authorized such transmittal; (b) payment of a fraudulent Check by Bank that would have been detected on the original Check through the Check's security features but otherwise could not be detected because the original Check was transmitted to Bank via the RDC Service; and (c) a breach by Bank of its representations and warranties under Applicable Law that is caused, directly or indirectly, by any transmitted Check that would not have otherwise been breached had Customer sent the original Check to Bank; and
- (iii) in connection with any other breach by Customer of the representations, warranties and covenants contained in this RDC Service Agreement.

17.7 OUR RESPONSIBILITIES AND OBLIGATIONS

- a) **Acceptance of Transmissions.** We will use commercially reasonable efforts to cause our systems to accept transmissions of Check images during a Business Day provided that the transmissions and Check images comply in all respects with our requirements and specifications as provided to you in the User Guide or otherwise; however, we reserve the right, in our sole discretion, to refuse to accept deposits of Checks through the RDC Service at any time and for any reason. Our processing of any Check images that do not comply with our requirements and specifications does not constitute a waiver by us of such requirements or specifications or obligate us to process non-compliant Check images in the future. We may discontinue processing of non-compliant Check images at any time without cause or prior notice.
- b) **Availability of the Service.** We do not promise or guarantee that all or a portion of the RDC Service will be uninterrupted or available at any particular times; for example, we may not accept transmissions when we are maintaining our systems, when we experience unexpected outages or issues, or for other reasons beyond our control. We are not responsible or liable for any interruptions, disruptions, failures or faults in transmission or other conditions outside our control, including, without limitation, those caused by the Equipment or Software, other equipment or software, interruption of internet services, third party conditions, or otherwise.

In the event that the RDC Service is interrupted or is otherwise unavailable, whether temporarily or for an extended time, you are responsible for employing other available means for making your deposits, e.g., depositing the Checks in-person at a branch. We are not obligated to provide you with alternative means for making your deposits, remote or otherwise, in the event of an RDC Service outage.

- c) **Cut-Off Time for Posting of Deposits.** Provided Check image transmissions are received and verified by us as to image quality and account information on a Business Day before 10:00 p.m. Eastern time ("Cutoff Time"), we will post the deposits to your Account on that Business Day, subject to return, reversal, delay in deposit, and other conditions described in the Deposit Account Agreement or as permitted or required by applicable law or regulation. Check images received by us after the Cutoff Time or on non-Business Days will be considered received by us on the next Business Day.
- d) **Funds Availability.** Funds from accepted deposits will be available for your use according to our Funds Availability Policy as stated in the Deposit Account Agreement, as amended from time to time. For purposes of determining the availability of deposited funds, deposits through the RDC Service are considered received by us when our system expressly indicates our receipt of the Check images. Your scanning and transmission of Checks does not constitute receipt by us.

18. SMART SAFE PROVISIONAL CREDIT SERVICES

- 18.1 INTRODUCTION. This Service Agreement contains terms and conditions specifically applicable to the Smart Safe Provisional Credit Service (“Smart Safe Service”). In using the Smart Safe Service, you agreed to be bound by this Service Agreement, the TMS General Terms and Conditions (“TMS General Terms”) and the applicable User Guides, if any.

The terms, “Bank,” “we,” “us,” “our” and “ours” refer to First-Citizens Bank & Trust Company. The terms “Customer,” “you,” “your” and “yours” refer to the Bank customer enrolled in the service. The “Armored Service Provider” refers to Loomis Armored US, LLC (“Loomis”) and/or Brinks, Incorporated (“Brinks”), as applicable. “TMS” refers to First Citizens Treasury Management Services. Capitalized terms used but not defined in this Service Schedule have the meaning given them in the TMS General Terms.

- 18.2 DESCRIPTION OF THE SERVICE. Smart Safe Provisional Credit Service is a service provided by the Bank in conjunction with the services provided in your smart safe services agreement with the Armored Service Provider, a Bank-approved third-party courier and item processor. For purposes of this Service Agreement, a “smart safe” is a safe located on your premises, provided by the Armored Service Provider that (i) electronically validates the “currency” (i.e., cash bills) deposited into and contained within the smart safe(s) installed on your premises, and (ii) provides to the Bank information concerning the amount of the validated currency. The Bank, upon receipt of this information, provisionally credits your designated account(s) on the same Business Day as the day the Armored Service Provider provides this information to us. The credit is “provisional” until the funds have been physically counted by the Armored Service Provider. For purposes of this Service Agreement, the term “Business Day,” as defined in section 2.6 of the TMS General Terms, applies.
- 18.3 SERVICE ENROLLMENT. First Citizens’ Smart Safe Provisional Credit Service is a stand-alone service apart from your transportation and cash management agreement with the Armored Service Provider.

You must meet certain criteria to qualify for enrollment in the Smart Safe Service, and complete certain requirements as set forth below.

- a) Criteria. You must obtain pre-approval from us to enroll in the Smart Safe Service and receive provisional credit for deposits you make to your smart safe. This approval will be based on a number of criteria including, but not limited to, a favorable credit score from a credit bureau, a satisfactory checking account history with the Bank (e.g., no negative NSF (non-sufficient funds) transaction history, and a currently active, and in good standing, business entity status as that information is recorded on the website of the Office of the Secretary of State in the state(s) in which you are doing business. The Bank reserves the right to monitor your business and review your account with us regularly to determine your continued eligibility for provisional credit under the Smart Safe Service.
- b) Requirements. You must:
- (i) maintain one or more checking accounts at First Citizens Bank and provide us with the account number of the account(s) to which you want your provisional credit to post for each smart safe location;
 - (ii) have a signed First Citizens Bank TMS Agreement on file with us;
 - (iii) have a fully executed agreement with Loomis and/or Brinks for smart safe services;
 - (iv) provide us with specified information about your Smart Safe(s) and location(s), including the following:
 - the number of locations where you plan to install a smart safe;
 - the physical address for each smart safe location;
 - the business name under which you plan to operate at each smart safe location;
 - your name for each smart safe location;
 - the safe number for each location;

- the expected average daily cash proceeds for each location;
- the estimated installation date for each smart safe, if available; and
- your scheduled weekly pick-up days by the Armored Service Provider.

In addition to the above requirements, you must work directly with the Armored Service Provider to obtain the hardware (Smart Safe, modem, etc.) and software necessary to utilize the Bank's Smart Safe Provisional Credit Service. The Bank will not be involved in, and/or will have no responsibility or liability for, pricing regarding your Smart Safe hardware or software, determining the safe models you should obtain, safe installation, training on Smart Safe operations and procedures, the Armored Service Provider cash removal pick-up schedules (with the exception of the provisions in Section 18.6 below), Smart Safe troubleshooting and other safe servicing issues, and the Armored Service Provider Smart Safe processing and other errors.

18.4 PROVISIONAL CREDIT FOR VALIDATED FUNDS. The Armored Service Provider electronically polls the smart safe and reports to us the amount of "validated funds" in the safe before these funds have been physically counted and verified. We provide provisional credit to you based on the Armored Service Provider's reporting to us of these validated funds. For purposes of this Service Agreement, the term "validated funds" means the currency (i.e., cash bills) you deposit in the smart safe that is validated by the safe's electronic validator and reported to us by the Armored Service Provider before the currency has been physically counted and verified. By or before 3:00 PM Eastern time (Monday through Friday except Bank Holidays), on the same day the Armored Service Provider reports to us the amount of validated funds that were deposited in your smart safe(s), we will provide "provisional credit" to your designated account(s) for the total dollar amount of validated funds reported by the Armored Service Provider for that day. The credit is "provisional" because we post it to your account before the funds are physically counted. Because the credits are provisional, we may subsequently debit some or all of these credits if the Armored Service Provider later determines that the amount of physically validated funds in the smart safe does not match the amount of electronically validated funds that was previously reported to us.

We will provisionally credit your account(s) separately for each location; provisional credit will not be aggregated for multiple locations. If the Armored Service Provider provides information to us about validated funds over a weekend, we will provide provisional credit on the following Monday. (If Monday is a Bank Holiday, credit will be provided on Tuesday.)

You can view your provisional credit by accessing your designated account(s) using your Commercial Advantage service. The Bank is not responsible for providing provisional credit for (i) currency that was not electronically validated or which was not reported to us by the Armored Service Provider as part of the validated funds total, or (ii) as explained in Section 18.5, any items (e.g., checks, currency, coins, or other items) you may have deposited to the manual drop portion of your smart safe.

As previously referenced in Sections 18.2 and 18.3, you must obtain your smart safe, as well as the required hardware and software used to electronically validate deposited currency, from the Armored Service Provider. Bank does not sell, lease, license or otherwise provide to you the physical smart safe equipment or the software necessary to validate your deposited currency. If the Armored Service Provider fails for any reason to report to us the validated funds in your Smart Safe, we will be unable to, and will not, give you provisional credit for deposits made to your smart safe during the time period during which the Armored Service Provider is not reporting this information. Once the Armored Service Provider resumes reporting the daily validated funds totals, Bank will post a corresponding provisional credit for each day cash that was deposited in the safe and not previously reported. If we determine that the Armored Service Provider has reported to us duplicate or otherwise erroneous validated funds totals, we will automatically debit the corresponding provisional credit that was a result of the Armored Service Provider's error.

18.5 MANUAL DROP DEPOSITS. Your Smart Safe contains a manual drop portion into which you can make "manual drop deposits." Manual drop deposits may include currency, coins, checks, and other items. Manual drop deposits are not electronically validated.

If you deposit any items in the manual drop portion of the smart safe, you must (i) include a pre-encoded deposit ticket listing the deposited items, and (ii) hand-key the deposits into the safe. The deposit ticket must be completed correctly

and include the applicable account name, account number and unique safe number. Your account will not be credited until the Armored Service Provider makes a pick-up and delivers the deposits to the Bank or its agent for processing, and the deposits are physically validated.

We will NOT provide provisional credit for any items, including currency, that are physically placed in the manual drop portion of your Smart Safe, regardless of whether you include a pre-encoded deposit ticket and/or manually key the deposits into your Smart Safe.

The Bank is not liable for manual drop deposits until the deposits are received and accepted by the Bank or its processing agent. Prior to such acceptance by the Bank, liability for loss shall be governed by the applicable service agreement between you and the Armored Service Provider. Once the manual drop deposits are received and accepted, they are subject to physical validation. The Bank's (or its agent's) findings with respect to the contents of manual drop deposits will be conclusive and binding.

18.6 FREQUENCY OF COURIER CASH REMOVAL PICK-UPS. We require that the Armored Service Provider make a minimum of one pick-up from each Smart Safe per week to collect and physically validate the amount of currency in your Smart Safe(s). You are responsible for ensuring that the Armored Service Provider has physical access to each of your safes at the scheduled courier pick-up time. You must also inform the Bank immediately of any change to your courier pick-up schedule. We reserve the right to require additional courier pick-ups for cash intensive businesses (e.g., grocery stores, convenience stores, fast food restaurants, etc.) You are responsible for any courier fees you may incur for additional pick-ups.

18.7 DISCREPANCIES

a) Discrepancies Involving Electronically Validated Currency. We provide provisional credit based on the amount of electronically validated funds that the Armored Service Provider reports to us. Bank does not own the physical smart safe equipment (hardware), or the software used by the Armored Service Provider to report currency that has been electronically validated. Therefore, to the extent that the Armored Service Provider does not, for any reason, correctly report to us the amount of validated funds in your Smart Safe, the Bank will not post the corresponding provisional credit to your account.

With respect to electronically validated funds that the Armored Service Provider reports to us, when these funds are physically validated, and if the physical count does not match the electronic count, the physical validation count will control.

If you dispute the amount of any deposits for which you receive provisional credit and/or dispute the handling of any discrepancies and the resulting adjustments we make to your account(s) based on the Armored Service Provider reporting of the funds in your Smart Safe, you must resolve these disputes with the Armored Service Provider. We will provide any account documentation the Armored Service Provider needs and requests to resolve your dispute, and make correcting entries to your account(s) that the Armored Service Provider communicates to us to effect any needed adjustments.

Bank is not liable to you for any discrepancies between the amount of currency you deposit to your Smart Safe and the Armored Service Provider's physically validated count of the currency that is reported to Bank.

b) Discrepancies Involving Manual Drop Deposits. Items you deposit through the Manual Drop portion of your Smart Safe are not covered under the Smart Safe Provisional Credit Service. If the amount on your deposit slip, or the amount you keyed into the Manual Drop portion of the safe, does not match our count after physical validation, our count will control and will override any amount you keyed into the safe. Discrepancies will be investigated by the Armored Service Provider, with input by Bank as required, upon your request.

18.8 SERVICE FEES. We will charge you a monthly service fee, per Smart Safe, regardless of whether your safes are installed in one or more than one location. Service fees will be debited from your designated account(s).

- 18.9 CHANGES CONCERNING YOUR PHYSICAL SMART SAFE(S). You must notify us at least four (4) weeks prior to any changes you make concerning your physical Smart Safe(s) including, but not limited to, installation of additional safe(s), removal of existing safe(s) or replacement of existing safe(s).
- 18.10 CHANGE ORDERS. Change orders are not part of the Smart Safe Provisional Credit Service. You must submit change orders to your local branch office of the Bank.
- 18.11 TERMINATION. We will terminate our Smart Safe Service to you if you no longer maintain a smart safe agreement with any Armored Service Provider. If you plan to switch the Armored Service Provider, or if you wish to terminate the Smart Safe Provisional Credit Service for any other reason, you must provide us with reasonable notice (a minimum of five (5) Business Days) in order to avoid the monthly fee we charge you for the Smart Safe Service.
- 18.12 CUSTOMER SERVICE. For questions about the Smart Safe Provisional Credit Service call Treasury Management Support at 1.866.FCB.4BIZ (1.866.322.4249, select Option 3) on any Business Day between the hours of 8:00 a.m. and 9:00 p.m. Eastern time. All questions concerning your Smart Safe and/or disputes concerning your provisional credit should be directed to the Armored Service Provider.

19. TIME DEPOSIT-OPEN ACCOUNT (TOA) SERVICES

- 19.1 INTRODUCTION. This Service Agreement contains terms and conditions specifically applicable to our Time Deposit-Open Account (TOA) services ("TOA Service"). In using the TOA Service, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions ("TMS General Terms") and the applicable User Guides.
- 19.2 DESCRIPTION OF SERVICE. Our TOA Service provides certain specialized reporting and operational features that are suitable for customers with a need to establish sub-accounts.
- 19.3 INTEREST. We pay interest on funds held in a TOA account opened at one or more variable rates that we apply to accounts of this type. The rate or rates will be determined by us. We may increase or decrease the rates, at our discretion, as frequently as daily. You may obtain the current applicable interest rate(s) by calling the number provided below under "Customer Service."
- 19.4 DEPOSITS. Items received for deposit into a TOA account ("TOA Deposits") are credited subject to final payment and to our receipt of proceeds of final payment in cash or solvent credits. We may forward such items to correspondents for collection and payment. We are not liable for the acts or omissions of our correspondents or for losses of items in transit. Each correspondent will be liable only for its own negligence. TOA Deposits and their proceeds may be handled by any Federal Reserve Bank in accordance with applicable Federal Reserve rules, and by us or any correspondent in accordance with common bank practices, with any practice or procedure that a Federal Reserve Bank may use or permit another bank to use, or with any other lawful means.
- 19.5 WITHDRAWALS. Checks are not available for TOA accounts. You may only make withdrawals from a TOA account via a request to one of our branches or through our business online banking service ("Commercial Advantage"). (Note: You must enroll separately in Commercial Advantage). We reserve the right to require at least seven (7) days written notice prior to withdrawal.
- 19.6 ASSIGNMENT PROHIBITED. No assignment or transfer of a TOA account or of the funds held in a TOA account will be effective or recognized by us unless we give our prior written consent. We may waive this requirement in our discretion; however, waiver on one occasion does not require us to waive future occasions.
- 19.7 CLERK OF COURT AND CONSOLIDATED MONEY MANAGEMENT ACCOUNT PLANS. Clerk of Court and Consolidated Money Management account plans will receive specialized reporting at month end that will include:
- (i) Summary data of all TOA accounts consolidated under your identifying control number including beginning and ending balance, total debits, total credits, total number of accounts at the beginning of the month, total number of accounts at

- month, total interest paid for the month, number of new accounts opened during the month, number of accounts closed during the month, active accounts at month end and interest rate paid beginning of the month;
- (ii) Numeric listing of all accounts by account number including TOA name, special identifying ID, ending balance;
 - (iii) Alpha listing of all accounts by account name including account name, TOA account number, special identifying ID, TAX ID, MTD interest earned, YTD interest earned and ending balance;
 - (iv) Statistical Detail report to include beginning balance, deposits, withdrawals, interest paid and ending balance for each account;
 - (v) Active account list for only accounts with activity within the month, including account number, beginning balance, deposits, withdrawals, interest paid and ending balance; and
 - (vi) Accounts closed during the month including account number, account name, closing balance and total number of accounts closed.
 - (vii) New accounts opened during the month including account number, account name, ending balance and date opened

In addition to the specialized reports, a separate detailed statement for each individual TOA is available through our business online banking service (Commercial Advantage). (Note: You must enroll separately in Commercial Advantage.)

20. WIRE TRANSFER SERVICES

- 20.1 INTRODUCTION. This Wire Transfer Agreement (“Agreement”) applies to our online Wire Transfer Services through: 1) First Citizens Digital Banking Commercial Advantage (“Commercial Advantage”); and 2) First Citizens Digital Banking (“Digital Banking”) and to customers enrolled in and that otherwise access either services.

The Customer(s) of either service agree that use of the Wire Transfer Services offered by First-Citizens Bank & Trust Company shall be governed by this Agreement, the TMS General Terms and Conditions (“TMS General Terms”), other First Citizens online wire transfer agreements, and any applicable User Guides. The terms “Bank,” “we,” “us,” “our,” and “ours” refer to First-Citizens Bank & Trust Company. The terms “Customer,” “you,” “your,” and “yours” refer to the undersigned Customer(s), jointly and severally. Customer and Bank may also be referred to each as a “party” or collectively as the “parties.”

WE RESERVE THE RIGHT TO AMEND THIS AGREEMENT AT ANY TIME. WE WILL PROVIDE YOU WITH NOTICE OF AN AMENDMENT AS REQUIRED BY LAW. WE MAY PROVIDE NOTICE OF AN AMENDMENT ELECTRONICALLY AND REQUIRE ACCEPTANCE OF THE AMENDMENT AS A CONDITION OF CONTINUED USE OF THE WIRE TRANSFER SERVICES DESCRIBED HEREIN. ACCEPTANCE OF THE AMENDMENT BY A USER AND/OR YOUR USE OF THE FUNDS TRANSFER SERVICES AFTER WE AMEND THIS AGREEMENT WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. YOU MAY DECLINE CHANGES BY TERMINATING YOUR ENROLLMENT IN THE FUNDS TRANSFER SERVICES, IN THE MANNER PROVIDED IN THIS AGREEMENT, BEFORE THE CHANGES GO INTO EFFECT. YOU AGREE THAT YOUR ELECTRONIC CONSENT/ACCEPTANCE OR ENTRY OF INFORMATION IS LEGALLY BINDING ON YOU AND ENFORCEABLE AGAINST YOU AND IS THE LEGAL EQUIVALENT OF YOUR HANDWRITTEN SIGNATURE.

- 20.2 DESCRIPTION OF SERVICE. The Wire Transfer Service allows you to transfer funds and related messages by file transfer electronically through First Citizens Commercial Advantage or Digital Banking. The wire transfer instructions you may give us may include, but will not necessarily be limited to, the following: (a) instructions for the transfer of funds from your accounts with us to other accounts of yours, whether with us or with other banks; (b) instructions to transfer funds from your account with us directly to any third party or to the bank account of any third party, whether the beneficiary’s account is with us or with another bank; and (c) the transfer of funds into your account with us. You understand that this Agreement does not apply to wire transfers governed by the Electronic Funds Transfer Act of 1978 or the Consumer Financial Protection Bureau’s Regulation E, as these rules apply to consumer accounts only.

20.3 AUTHORIZED USERS AND AUTHORIZED REPRESENTATIVES

a) DEFINITIONS

- i) "Authorized Representative" means any person authorized by you via your Commercial Advantage or Digital Banking account, on a Wire Callback Authorization Form, or otherwise, to receive a telephone call-back from a Bank associate to verify wire transfer instructions received from an authorized user. An authorized representative does not have authorization to initiate a wire transfer on behalf of the business unless such authorized representative is also an authorized user. The term "authorized representative" also includes any person we reasonably and in good faith believe to be your authorized representative and to have authority to act on your behalf.
 - ii) "Authorized User" means any Commercial Advantage or Digital Banking User or person authorized on behalf of the Customer to provide wire transfer instructions using Commercial Advantage. Any action you may take under this Agreement may be taken on your behalf by you or an authorized user, and any action taken by an authorized user shall be as legally binding on you, as if you had taken the action yourself.
- b) You authorize us to execute wire transfer instructions (and in accordance therewith to debit your account) which we receive from you or from any "Authorized User" who is either (a) designated by you at enrollment in the Wire Transfer Service, (b) subsequently added by your Commercial Advantage or Digital Banking primary user or any other user with administrative permissions through your Commercial Advantage or Digital Banking account, or (c) otherwise authorized.

It is your responsibility to ensure that proper permissions have been assigned through your Commercial Advantage or Digital Banking account, these permissions are appropriately updated as necessary, and you have set appropriate approval workflows within your Commercial Advantage or Digital Banking profile. If an Authorized User was designated via Commercial Advantage or Digital Banking by your primary user or any other user with administrative permissions, such authority must be terminated via Commercial Advantage or Digital Banking.

- c) If one or more "Authorized Representatives" was designated in writing via Commercial Advantage or Digital Banking or otherwise, we expect you to keep such designation of Authorized Representatives current by periodically providing us with updates, at minimum, when changes (either the addition or deletion of Authorized Representatives) occur. Updates to Authorized Representatives received will supersede any previous designations provided for Authorized Representatives. We will accept emergency verbal notices of termination of authority for Authorized Representatives; however, any verbal notice you give us must be promptly confirmed by you in writing. If you fail to provide updates in writing, we will not be liable for following any wire transfer instructions in reliance on the written authorizations you previously provided, even if you have verbally notified us that one or more Authorized Representatives previously provided is no longer authorized to verify wire transfer instructions. No notice of termination of authority for Authorized Representatives will be effective unless and until it is received by our Wire Transfer Department or its designated successor, and that department has had five business days to act on your notice.

20.4 PROCEDURES FOR WIRE TRANSFER INSTRUCTIONS. All wire transfer instructions you or an Authorized User provide to us will conform to those procedures we may prescribe from time to time, including cutoff times each day for receiving transfer instructions. We may change our procedures and will notify you of such changes as required by law. Any wire transfer instructions we receive after a cutoff deadline may be treated by us as received on the next business day. You agree to prevent the disclosure (both inside and outside of your organization) of any of our procedures relating to the transfer of funds except on a "need to know" basis.

20.5 COMMUNICATION OF WIRE TRANSFER INSTRUCTIONS

- a) You authorize us to act on any wire transfer instructions we receive from you or an Authorized User through Commercial Advantage or Digital Banking, or alternatively by any other means acceptable to us. We will be entitled to rely on any communication, regardless of the form of the communication, which we reasonably believe to have been

signed, sent, or made by you or your Authorized User. We will be entitled to authenticate any wire transfer instructions we receive through verification by you or by an Authorized Representative or by any other means we may deem appropriate. Our failure to authenticate any instructions will not be construed as a failure on our part to exercise reasonable care or to act in good faith. We will not be liable for our refusal to honor any instruction if we are unable to satisfy ourselves that the instruction was given by you or an Authorized User. You authorize us to electronically record any wire transfer instructions communicated to us, including those communicated by telephone. The decision of whether to record such a communication is within our sole discretion, and you agree to indemnify, defend and hold us harmless from and against any loss or liability we may incur as a result of our recording such a communication, including, without limitation, our attorneys' fees whether or not a lawsuit is filed.

- b) To initiate a wire transfer instruction, you must provide us with requested information which includes, but is not limited to, the following: (i) name of the Authorized User initiating the wire transfer instruction; (ii) amount to be transferred; (iii) currency, if other than U.S. Dollars; (iv) number of your account with us from which funds are authorized to be withdrawn; (v) name, address, and identifying number of the institution to which funds are to be transferred; (vi) name, address, and account number of the beneficiary to whom the funds are to be transferred; and (vii) any other information we may request. You may initiate repetitive wire transfer requests, in which case you will provide us with any information we need that is unique to the particular wire transfer and, if we assign an identifying number to the repetitive wire transfer, the correct identifying number for the wire transfer.
- c) In executing a wire transfer instruction, we may rely solely on any bank identifying number and/or bank account number you supply as the proper identification for a beneficiary, a beneficiary's bank, or an intermediary bank, notwithstanding that the name, if any, which accompanies the number supplied by you may be inconsistent with such number. Our reliance on any such identifying or bank account numbers may result in the payment of funds or the issuance of wire transfer instructions by the beneficiary's bank (including us when we are the beneficiary's bank) to a beneficiary or bank which you did not intend to receive the transferred funds or wire transfer instructions, but whose identifying number or account number identifies a person or bank different from the name you supplied. You understand our obligation to pay the amount of the wire transfer instruction will not be excused in such circumstances, and you agree to indemnify, defend and hold us harmless from any loss and expenses we incur (including our attorney fees whether or not a lawsuit is filed) as a result of our reliance on such bank identifying or bank account numbers in executing or attempting to execute the wire transfer instruction. We will have no duty to detect any such inconsistency in identification.

20.6 WIRE TRANSFER INSTRUCTIONS SUBMITTED VIA COMMERCIAL ADVANTAGE OR DIGITAL BANKING

- a) In order to submit wire transfer instructions (if you are enrolled in such service) via Commercial Advantage or Digital Banking, your Commercial Advantage or Digital Banking primary user, or other user with administrative permissions, shall be responsible for designating Authorized Users with authority to submit wire transfer instructions via Commercial Advantage or Digital Banking on your behalf. Your primary user or any other user with administrative permissions may also set dollar limits on wire transfer amounts for each Authorized User per account. We shall not be responsible for the authorities and limits established by your Commercial Advantage or Digital Banking primary user or other users with administrative permissions. We shall be entitled to rely solely on the designations made through your Commercial Advantage or Digital Banking account, and shall not be responsible for matching the names of the Authorized Users designated through your Commercial Advantage or Digital Banking account to names or titles listed elsewhere, such as in a signature card or banking resolution. You agree that any such online wire transfer instructions shall comply with our disbursement and security policies.
- b) Your primary user and Authorized Users will have security credentials (User IDs, passwords, etc.) in order to access Commercial Advantage or Digital Banking and submit wire transfer instructions. You agree that you will ensure that your primary user and Authorized Users shall not give or make available their security credentials to any other persons or entities and shall take customary and reasonable precautions to keep their security credentials secure. You agree to comply with our security procedures, including those described in this Agreement and any other security procedures

established by us from time to time. You further agree that we are entitled to rely on any wire transfer instructions we receive so long as the wire transfer instructions comply with our security procedures, and we shall not be liable for any loss or damage incurred by you with respect to the authorization of a wire transfer so long as we followed our security procedures.

- c) Wire Transfer Instructions submitted via your Commercial Advantage or Digital Banking account may be limited in amount per wire, or aggregate per day. Any payment orders submitted in excess of defined limits will not be processed.

20.7 NO OBLIGATION TO ACCEPT WIRE TRANSFER INSTRUCTIONS; AVAILABLE BALANCES. We will not be obligated to accept any wire transfer instruction and we will act only on those wire transfer instructions which we accept. We will be deemed to have accepted a wire transfer instruction only by executing it. We may reject a wire transfer instruction for any reason, and we may impose conditions which must be satisfied before we accept a wire transfer instruction. We may communicate a rejection of your wire transfer instructions by any reasonable means, including, but not limited to, verbal, telephone or electronic means, mail, or otherwise. We will incur no liability for our failure to give you notice. Our failure to give you notice of the rejection of your wire transfer instructions will not result in, or be deemed an acceptance by us of, your wire transfer instruction. We will not be obligated at any time to execute a wire transfer instruction in an amount in excess of the total available balance on deposit in your designated account. The processing of wire transfer instructions submitted through Commercial Advantage or Digital Banking may be additionally subject to the daily Aggregate Limits as described in section 20.6.(c) of this Agreement.

20.8 METHOD OF TRANSMITTING WIRE TRANSFERS. We may execute a wire transfer instruction through an intermediary bank, wire transfer system or other third-party communication system as we, in our sole discretion, may select. We will not be liable for the default or errors of such an intermediary or system and any such intermediary or system selected by us in executing your transfer instructions will be considered your agent.

20.9 CONFIRMATIONS. A wire transfer is completed upon the earliest to occur: acceptance by the beneficiary's bank of your wire transfer instructions for the benefit of the beneficiary or by the deposit of the funds transferred to the beneficiary account. We will send you written confirmation of the execution of your wire transfer instruction, in the form of either (a) the wire status within Commercial Advantage or Digital Banking, (b) an email or other electronic communication if you have registered with us to receive such communications, or (c) a periodic account statement. You agree to notify Business Support or your local branch by telephone immediately upon learning of any unauthorized wire transfer instructions or any other discrepancy from your wire transfer instructions. We will be discharged from any loss or liability to the extent caused by your delay in giving us such notification. Without regard to care or lack of care on our part or your part, if you have failed to discover and report to Business Support or your local branch any unauthorized wire transfers or any other discrepancy with respect to a wire transfer within 14 calendar days from the date we first notify you of the wire transfer instruction (whether by email notification, periodic statement or otherwise), you will be precluded from asserting against us the unauthorized wire transfer or other discrepancy. Upon our request, you will promptly provide to us written confirmation of any notice you give pursuant to this paragraph.

20.10 AMENDMENT OR CANCELLATION OF WIRE TRANSFER INSTRUCTIONS. Notwithstanding any other provision in this Agreement to the contrary, you agree and acknowledge that you have no right to cancel or amend a wire transfer instruction, and we shall not be obligated to accept a request from you to amend or cancel a wire transfer instruction. If you desire to amend or cancel a wire transfer instruction, however, we, in our sole discretion, may make a reasonable effort to comply with your request if we have a reasonable opportunity to act. We make no representation or warranty as to our ability to comply with your amendment or cancellation, and you agree that we will not be held responsible if we do not comply. You agree to indemnify, defend and hold us harmless from all claims, losses, damages, liabilities and expenses we may incur or sustain, including our attorneys' fees, in connection with any amendment or cancellation request. You further agree to provide information to us that reasonably identifies the original wire transfer instruction and to comply with all applicable security procedures. We will have no liability or responsibility if your cancellation or amendment request is not

properly affected.

20.11 FEES. You agree to pay us fees for the services we provide according to this Agreement. The amount of the fees you pay will be determined in accordance with the fees set forth in our Commercial Advantage or Digital Banking fee schedule for wire transfer services in effect at the time the services are rendered, as the same may be amended. You authorize us to charge such fees to your account.

20.12 DEBITING OF ACCOUNT; OVERDRAFT. When we receive wire transfer instructions from you, you authorize us to debit your designated account in the amount of the wire transfer instruction plus all related fees. If your designated account does not contain sufficient available funds or we are otherwise unable to debit your account for the full amount of the wire transfer instruction and all related fees, you will immediately reimburse us upon demand for any wire transfer instructions we honor, together with all related fees and interest at The Wall Street Journal prime rate plus one percent, as that rate may change from time to time, or we may debit any other of your accounts with us, that have the same Employer Identification Number ("EIN") as your designated account. If a wire transfer instruction creates an overdraft, you agree to pay promptly after demand the amount of the overdraft, together with all related fees and interest at The Wall Street Journal prime rate plus one percent, as that rate may change from time to time. We may set off against any of your accounts with us that have the same EIN as your designated account in order to pay any sums you owe us, including interest and fees. Nothing in this Agreement will be construed to require us to execute your wire transfer instructions if you do not have sufficient available balance in your designated account to cover the wire transfer instruction.

20.13 SECURITY PROCEDURES

- a) You agree to utilize the security procedure ("Security Procedure") in communicating all wire transfer instructions pursuant to this Agreement. The sole purpose of using the Security Procedure is to verify that a wire transfer instruction has been validly issued by you or on your behalf. The Security Procedure is not designed for the purpose of error detection.
- b) You agree to verify all wire transfer requests you receive by email or by any other means from a vendor, customer, or employee using an alternative method (i.e., telephone call to a known valid number) to prevent fraudulent activity. The Bank will not be liable for any fraudulent wire activity due to you acting on a fraudulent communication to submit a wire transfer instruction.
- c) The Security Procedure for wire transfer instructions will consist of all of the procedures we and you use to verify that the instruction is your instruction, and shall include, but not be limited to, the following: (i) your designation of one or more Authorized Representatives for call back purposes, which designation shall be communicated to us in a form satisfactory to us; and (ii) your designation of one or more telephone numbers which we may use to verify the authenticity of a wire transfer instruction with your Authorized Representative. We may rely on the telephone number(s) and on any list of Authorized Representatives you provide us, in the form we have specified, until we receive and are able to distribute to our affected employees your notice changing the telephone number(s) or your Authorized Representatives. Any notice you give in writing concerning a telephone number or an Authorized Representative must be cancelled or changed in writing. Such notice to cancel or change a telephone number or Authorized Representative may initially be verbal, but you must promptly confirm in writing any verbal notice you give us.
- d) We may establish a dollar amount for wire transfer instructions above which amount we may verbally verify the instruction by either calling one of the telephone numbers you provide us and speaking to any person who identifies himself or herself as an Authorized Representative or calling any Authorized User your primary user has established (a "Call Back"). If the amount of the instruction equals or exceeds the dollar amount established by us for Call Backs, we may verify the requested instruction by a Call Back. Our failure to verify or otherwise authenticate a wire transfer instruction will not be construed as a failure to exercise reasonable care or a lack of good faith.
- e) We may require the use of and implement other or additional security procedures, including the use of third-party MFA/ Transaction Authentication applications or devices, of a PIN (personal identification number) or other similar code

systems, or any other security procedures we deem appropriate. For wire transfer instructions initiated via Commercial Advantage or Digital Banking, we may require you to review and approve such wire transfers electronically. You agree that you will maintain the confidentiality of any security procedures and prevent the disclosure of such procedures except on a "need to know" basis. You will notify us immediately if you discover that any of the procedures relating to wire transfers may have been compromised or disclosed, and you will promptly confirm such information in writing to us. Any wire transfer instruction which is issued by you or in your name using the Security Procedure, accepted by us in compliance with the Security Procedure, and acted upon by us in good faith will be effective as your valid wire transfer instruction, and you agree to be legally bound thereby even if the wire transfer instruction was not authorized by you.

- f) You have carefully analyzed the Security Procedure which will be used in connection with your wire transfer instructions and you acknowledge that the Security Procedure identified in this Agreement is a satisfactory method of verifying the authenticity of wire transfer instructions based on your needs and that the procedure is commercially reasonable. You agree to indemnify, defend and hold us harmless from and against any and all losses, damages, claims and expenses (including our attorneys' fees whether or not a lawsuit is filed) caused by or as a result of your failure to maintain the confidentiality of the Security Procedure. The Security Procedure will apply not only to wire transfer instructions but also to any attempt to cancel or amend a wire transfer instruction. We may change a Security Procedure if we reasonably believe that the confidentiality of the procedure has been compromised or if we believe in good faith that a change in the Security Procedure is necessary or appropriate to maintain a commercially reasonable security procedure.

20.14 VIRUS PROTECTION, FIREWALLS AND MALICIOUS SOFTWARE ("MALWARE")

- a) You are obligated to take reasonable security precautions to protect your computer or mobile device (your "Access Device"). There are a number of means and mechanisms by which other persons may obtain information from your Access Device or trick you or other users in order to gain control of your Access Device (or any device used to access your accounts).
- b) We protect our own network and systems with various security protocols, but are under no obligation to determine if your Access Device (or any device by which you access your accounts) is secure or if it is or may be compromised or insecure. We encourage you to routinely scan your hardware and software using reliable and current virus, firewall and malware protection products of your choice to protect from, detect and remove any viruses and malware found. A virus on your Access Device that goes undetected or unrepaired may corrupt and destroy your programs, files and even your hardware and may result in unauthorized transactions from your accounts.

20.15 HACKING AND MALWARE RISKS. YOU AGREE THAT YOUR USE OF THE WIRE TRANSFER SERVICE WILL BE SUBJECT TO THE MALWARE RISKS DESCRIBED ABOVE IN SECTION 20.14 AND IN SECTION 9 OF THE TMS GENERAL TERMS OF THIS AGREEMENT TITLED "HACKING AND MALWARE RISKS."

20.16 RECORDS. Our records (including all written and electronic records and any telephone recordings) as to wire transfer instructions will be presumed to reflect accurately the transactions described in those records. Under Bank Secrecy Act requirements any electronic record of your wire transfer will be retained by the Bank for a minimum period of 5 years.

20.17 INTERNATIONAL WIRE TRANSFERS. You understand that all deposits to and withdrawals from your account to affect a wire transfer will be processed in U.S. Dollars or, at your option, converted into the currency of the beneficiary bank. We will convert funds to or from U.S. Dollars at our quoted rates of exchange at the time of conversion. As a result, you will bear all exchange rate risk. The quoted rates of exchange include a spread, which compensates us for the wire transfer service.

20.18 LIABILITY. Our duties and responsibilities are limited to those described in this Agreement. With the exception of acts of gross negligence, fraud, or willful misconduct, we will not be liable to you for any error, for any acts done or steps taken or omitted by us in good faith, for any mistake of law or fact, or for anything we do or fail to do in good faith in connection with this Agreement. WE WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS LOSS OF PROFITS, INCOME OR INTEREST), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY THAT YOU MAY SUSTAIN THESE TYPES OF DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LIABILITY, LOSS OR DAMAGE RESULTING FROM: (A) YOUR NEGLIGENCE; (B) ANY DELAY IN PERFORMING OR FAILING TO PERFORM

RESPONSIBILITIES UNDER THIS AGREEMENT CAUSED BY AN ACT OF GOD, TERRORIST THREAT OR ACT THEREOF, FIRE, OR OTHER CATASTROPHE OR DISASTER, AS DETERMINED IN OUR SOLE DISCRETION; (C) MECHANICAL, ELECTRICAL OR COMPUTER FAILURE; (D) ANY INCORRECT USE OF THE SECURITY PROCEDURE, ANY UNAUTHORIZED OR FRAUDULENT USE OF THE SECURITY PROCEDURE OR OTHER FRAUD BY ANY PERSON OTHER THAN ONE OR MORE OF OUR EMPLOYEES; (E) ACTS OF, DELAYS OR FAILURE TO ACT BY ANY CARRIER, INTERMEDIARY, CORRESPONDENT AND/OR AGENT OPERATING BETWEEN US AND YOU, OR BETWEEN US AND OTHER BANKS, OR BY RECIPIENTS OF TRANSFERRED FUNDS AND THEIR PERSONNEL; (F) ANY DELAYS OR ERRORS IN INTERNATIONAL WIRE TRANSFERS ARISING FROM LANGUAGE DIFFERENCES, DIFFICULTIES OR INCOMPATIBILITY IN COMMUNICATION OR COMPUTER SYSTEMS, OR TIME OR DATE DIFFERENCES; (G) STRIKES, RIOTS, CIVIL INSURRECTION OR WAR; OR (H) WITHOUT LIMITING THE GENERALITY OF THIS PARAGRAPH, ANY OTHER CAUSE BEYOND OUR CONTROL. WE WILL NOT BE LIABLE FOR ANY LOSS RESULTING FROM THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER COMMUNICATION OF WIRE TRANSFER INSTRUCTIONS TO US, AND YOU ACKNOWLEDGE AND AGREE THAT WE WILL BE ENTITLED TO RELY UPON THE GENUINENESS OF ALL WIRE TRANSFER INSTRUCTIONS RECEIVED BY US WHICH WE REASONABLY BELIEVE WERE MADE BY YOU OR YOUR AUTHORIZED USER.

20.19 INDEMNIFICATION. You agree to indemnify (but only in the manner and to the extent provided by applicable State law), defend and hold us, our parent company, affiliates, and subsidiaries, and our and their respective directors, shareholders, officers, employees and agents, harmless from and against any and all loss, liability, expense (including our attorneys' fees whether or not a lawsuit is filed), including consequential, special and punitive damages, directly or indirectly resulting from: (i) our acting upon your wire transfer instructions or those wire transfer instructions of any of your Authorized Users or Authorized Representatives made in accordance with this Agreement, (ii) our refusal to act upon wire transfer instructions which are not made in accordance with this Agreement, (iii) any breach of any provision of this Agreement by you or your Authorized Users or Authorized Representatives and (iv) any dispute between you and any third party in connection with your use of the Wire Transfer Service. The terms of this Section 20.19 will survive termination of the Agreement. If you maintain your account as an agent or in some other fiduciary capacity, you represent and warrant to us that you have the full legal authority to accept and execute this Agreement and perform your obligations hereunder.

20.20 REJECTION OF WIRE TRANSFER INSTRUCTIONS. We may reject any wire transfer instruction that: (a) does not comply with our requirements; (b) we have been unable to verify through use of the Wire Transfer Security Procedures; (c) contains inconsistent, ambiguous or missing information; or there are insufficient funds available; or (d) for any other reason the instructions are unsatisfactory to us, in our sole discretion. Notice of rejection may be given to you by telephone, electronically, by facsimile or by mail and will be effective when given. We will not incur liability to you for any loss occasioned by our refusal to honor any wire transfer instruction. We are not required to pay interest on any cancelled, returned or rejected wire transfers.

20.21 WIRE TRANSFER REQUEST EXCEEDS ACCOUNT BALANCES. If there are insufficient collected and available funds in your deposit Account(s) to cover your wire transfer instructions, we will not complete wire transfers that you initiated. If your records and our records disagree regarding the Account(s) balances, our records will prevail for purposes of our processing the wire transfer instruction.

20.22 TERMINATION. Either party may terminate this Agreement at any time upon written notice to the other. You may also terminate this Agreement by cancelling the Wire Transfer Service on Commercial Advantage or Digital Banking. Termination of this Agreement, however, will not affect the parties' respective rights and obligations with respect to wire transfer instructions executed prior to the date of termination. This Agreement will terminate automatically and without notice to you if your Commercial Advantage or Digital Banking account is closed.

20.23 NOTICES

- a) Except as we have otherwise specifically provided in this Agreement, as a Commercial Advantage or Digital Banking customer, you may send us notices regarding the Wire Transfer Service electronically through your Commercial Advantage or Digital Banking secure mail service available through the "Message Center" tab. Any notice you give us

will not be effective until it is actually received by our Wire Transfer Department and our Wire Transfer Department has had a reasonable time to act upon it.

- b) Except as otherwise specifically provided in this Agreement, any written notice we are required to give you may be sent to you electronically through your Commercial Advantage or Digital Banking service. Any notice we give you will become effective when delivered to or received electronically by you.

20.24 MISCELLANEOUS. This Agreement will be governed by and construed in accordance with the laws of the state of North Carolina, including without limitation Article 4A of N.C. Gen. Stat. Chapter 25. To the extent applicable, this Agreement is also subject to and governed by the Federal Reserve Board's Regulation J, SWIFT standards, all as may be amended. The indemnification and limitation of liability provisions contained in this Agreement will survive any termination of this Agreement. The terms of this Agreement will be binding upon and inure to the benefit of each party and our respective heirs, personal representatives, successors and assigns. If any provision of this Agreement is held invalid under any law or regulation such invalidity will not affect the remaining provisions of this Agreement.

20.25 INCORPORATION BY REFERENCE. Each of your wire transfer instructions incorporates this Wire Transfer Agreement by reference. This Agreement is binding upon any customer who executes a wire transfer instruction from First Citizens Commercial Advantage or Digital Banking.

21. ZERO BALANCE ACCOUNT (ZBA) SERVICES

21.1 INTRODUCTION. This Service Agreement contains terms and conditions specifically applicable to our Zero Balance Account (ZBA) services ("ZBA Service"). In using the ZBA Service, you agree to be bound by this Service Agreement, the TMS General Terms and Conditions ("TMS General Terms") and the applicable User Guides.

21.2 DESCRIPTION OF SERVICE. The ZBA Service is an automated transfer system that automatically transfers funds between your Accounts. The Service enables you to (i) consolidate your funds automatically each Business Day from your designated subsidiary account(s) ("Subsidiary Account") into your designated master account ("Master Account"), and (ii) fund your Subsidiary Account from your Master Account for disbursements.

21.3 FUND TRANSFERS. You authorize us to (1) transfer funds daily from the Master Account to the Subsidiary Account to cover the exact amount of checks and other debit items that posted to the Subsidiary Account in the nightly processing and bring the balance of the Subsidiary Account to zero; and (2) transfer to the Master Account daily funds that are deposited to the Subsidiary Account.

21.4 ACCOUNT BALANCES. You will maintain sufficient collected balances in the Master Account to cover the amounts transferred under the ZBA Service. If the amount of collected funds available for transfer from the Master Account is not sufficient to pay all items presented for payment on any given Business Day, we may return the items unpaid for insufficient funds.

21.5 ACCOUNT OWNERSHIP. If any Master Account or Subsidiary Account is under different ownership, each account owner is deemed subject to this Service Agreement and the TMS Agreement with respect to such accounts and will be liable for co-mingling of funds in such accounts and/or for the movement of funds between such accounts. All applicable terms of the Deposit Account Agreement shall apply to the Master Account and the Subsidiary Account.

V. COMMERCIAL ONLINE BANKING SERVICES

1. FIRST CITIZENS DIGITAL BANKING COMMERCIAL ADVANTAGE SERVICE (“Commercial Advantage”)

- 1.1 INTRODUCTION. First Citizens Bank is pleased to offer you and your business the many benefits of Commercial Advantage. Using your computer and the Internet, you will be able to obtain information about your business accounts, initiate certain account transactions, and take advantage of many of the account services we offer to our business customers.
- 1.2 SERVICES AVAILABLE THROUGH COMMERCIAL ADVANTAGE. Services available through Commercial Advantage are listed within the Commercial Advantage website. Some services are described in Exhibits to the Customer Agreement (which Exhibits are deemed incorporated herein). You may be required to enter into additional agreements for certain services, such as ACH, wire transfers, positive pay, trust (time-open) account services, and Bill Pay. From time to time, we may add, change, or remove services, or we may update or upgrade Commercial Advantage, and we may limit your access only to revised or updated services. To use ACH and wire transfer services, each User will be required to register one or more mobile or stationary computing device(s) prior to accessing the ACH and wire service. By using any new or changed Commercial Advantage services when they become available, you agree to be bound by the Customer Agreement, any amendments to the Customer Agreement regarding the new or changed services, and any additional rules and instructions that we provide you concerning the new or changed services.
- 1.3 ACCOUNTS YOU MAY ACCESS. Subject to any restrictions we may impose from time to time, you may access the following general types of accounts* through Commercial Advantage: 1. Business deposit accounts, 2. Business line of credit and installment loan accounts, 3. Commercial loans, 4. Trust accounts (Time open and Preeed accounts), and 5. Personal accounts.**

*Not all accounts of the indicated type are accessible via Commercial Advantage. We reserve the right to limit specific types of accounts accessible via Commercial Advantage and also the types of transactions that may be conducted for a specific account via Commercial Advantage. **Commercial Advantage is intended for use primarily with commercial accounts. In the event you use Commercial Advantage to access a consumer checking or savings account (a checking or savings account owned by a natural person and used primarily for personal, family, or household purposes), the terms of a separate Exhibit also apply to your use of Commercial Advantage with respect to those consumer accounts.

FOR FURTHER INFORMATION PLEASE SEE THE COMMERCIAL ADVANTAGE CUSTOMER AGREEMENT AT:
www.firstcitizens.com/commercial/commercial-advantage

2. FIRST CITIZENS DIGITAL BANKING SERVICE (“Digital Banking”)

- 2.1 INTRODUCTION. First Citizens is pleased to offer the Digital Banking Service to make it easy for you to bank on your terms. Digital Banking allows consumer and/or business use to manage your accounts, track spending, create budgets, and transfer money between family and friends. You may access Digital Banking and its services through your computer, Mobile Devices and also through financial management software you may have obtained independently through a Service Provider. Certain Digital Banking Services may not be available through desktop or mobile.
- 2.2 SERVICES AVAILABLE THROUGH DIGITAL BANKING. Services available through Digital Banking include: Obtaining Account Information; Transferring Funds; Person-to-Person Payments; Bill Pay; Mobile Deposit; ACH Origination Service and Wire Transfer Service (for certain business customers); Card Management; Electronic Statements; Secure Mail Via the Message Center; and Digital Banking Alerts.

Some of the services described may not be available for certain accounts or customers. We reserve the right to modify the scope and type of activities offered via Digital Banking and any of the services at any time, or limit eligibility for these services, in our sole discretion. We may also, from time to time, introduce new services or enhance existing services. By using new or enhanced services when they become available, you agree to be bound by the terms governing each Digital Banking service.

2.3 ACCOUNTS YOU MAY ACCESS

- a) Deposit Accounts. Subject to any restrictions we may impose from time to time, you may access and perform transactions on many of your First Citizens Bank deposit accounts through Digital Banking. You must designate one of your Accounts as the Billing Account for applicable charges for using some of the services available on Digital Banking for business. These charges will be documented on the Digital Banking Fee Schedule available on firstcitizens.com.
- b) Credit Lines and Loans. If you have a First Citizens Bank credit card, or a line of credit or loan related or linked to any of your deposit accounts (such as our Checkline Reserve, Checkline Reserve Plus, Capital Line or EquityLine lines of credit), you agree that the credit card and/or line of credit may be accessed through Digital Banking. You understand and agree that the provisions of the Customer Agreement relating to your credit lines will govern overdrafts, automatic advances to maintain the minimum balance necessary to avoid account service charges, and direct advances resulting from your use of Digital Banking. You authorize us to charge your related/linked deposit account for any payments owed on your line of credit, regardless of whether the line of credit is in default.

FOR FURTHER INFORMATION PLEASE SEE THE DIGITAL BANKING CUSTOMER AGREEMENT AT:

www.firstcitizens.com/personal/digital-banking/agreement

VI. SWEEP SERVICES

1. FIRST-CITIZENS BANK & TRUST COMPANY - MASTER REPURCHASE AGREEMENT (SWEEP ACCOUNT)

- 1.1 NATURE OF TRANSACTIONS. The Bank and Customer ("you" or "your") may from time to time enter into overnight repurchase "Transactions" as defined in and subject to the terms and conditions of the Master Repurchase Agreement ("MRA"). Each Transaction will proceed as follows:
 - a) We will determine the Net Available Balance of your Account at the close of each banking day. When the Net Available Balance of the Account exceeds the Target Balance by at least the Minimum Purchase Amount, a Purchase of Securities (or Fractional Interests therein) will automatically be made pursuant to the MRA, and the Bank will deduct the Purchase Price from the Account. A Purchase will be made only in whole increments of the Minimum Purchase Amount. For example, assume that on a banking day the Target Balance is \$10,000, the Minimum Purchase Amount is \$1,000, and the Net Available Balance of your Account is \$12,500: A Purchase for Securities (or Fractional Interests therein) will automatically be made at the Purchase Price of \$2,000, not \$2,500.
 - b) We will repurchase such Securities (or Fractional Interests therein) from you on the related Repurchase Date, which will be the next banking day following the Purchase Date of such Securities. We are unconditionally obligated to repurchase the Securities (or Fractional Interests therein) purchased by you on any Purchase Date at a Repurchase Price higher than the Purchase Price. Ordinarily, we will pay the Repurchase Price by crediting your Account with the applicable Repurchase Price, but we may choose instead to pay you the Repurchase Price by delivering a check to you. Our repurchase obligations are secured by your interests in the Securities (or Fractional Interests therein) that you purchase from us pursuant to the MRA, as described below. After the Bank executes a Repurchase, the repurchased Securities (or Fractional Interests therein) will automatically revert to the Bank immediately upon payment of the applicable Repurchase

Price without any further action or documentation by the Bank or you.

- 1.2 RISKS - SECURITIES (OR FRACTIONAL INTERESTS THEREIN) PURCHASED UNDER THE MRA AND THE REPURCHASE PRICES WE ARE OBLIGATED TO PAY TO YOU WITH RESPECT TO SUCH SECURITIES ARE NOT DEPOSITS AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"), AND OUR REPURCHASE OBLIGATIONS ARE NOT GUARANTEED BY THE U.S. GOVERNMENT OR ANY OTHER PERSON.

FOR FURTHER INFORMATION PLEASE SEE:

FIRST-CITIZENS BANK & TRUST COMPANY MASTER REPURCHASE AGREEMENT (together with Annex I and Annex II thereto ("MRA") and 2) FIRST-CITIZENS BANK & TRUST COMPANY DISCLOSURES FOR MASTER REPURCHASE AGREEMENT ("Disclosures").

The Disclosure contains important information customers should consider carefully before investing as a "Buyer" through the MASTER REPURCHASE AGREEMENT (together with Annex I and Annex II thereto, the "MRA") with First-Citizens Bank & Trust Company (the "Bank"). None of the Bank's agents, officers or employees is authorized to make representations about the MRA that are not in the MRA or the Disclosure. If any such representations have been made, customers should not rely upon them as authorized by or binding on Bank. YOU SHOULD READ THE MRA AND THE DISCLOSURE CAREFULLY AND IN THEIR ENTIRETY BEFORE ENTERING INTO THE MRA.

VII. ICS®, THE INTRAFI CASH SERVICE®

1.1 INTRODUCTION.

With ICS financial institutions can offer safety-conscious customers access to millions in aggregate FDIC insurance across network banks. Customer funds are placed into demand deposit accounts and money market deposit accounts with ICS.

1.2 How ICS Works?

When a financial institution places large customer deposits in ICS, that deposit is divided into amounts under the standard FDIC insurance maximum of \$250,000 and is placed in deposit accounts at banks that participate in the network.

1.3 Deposit Placement Agreement (DPA) Agreements.

DPA's are the legal documents that banks and depositors must sign before placing funds through ICS. Each depositor should read the DPA carefully prior to signing it. The authorized signatory for both the Relationship Institution and the depositor will sign the agreement.

1.3 Helpful information relating to the DPA.

- Your institution will place funds on behalf of your customer(s) through ICS.
- Your institution acts as the depositor's custodian with respect to funds placed through ICS. The Bank of New York Mellon acts as sub custodian.
- Funds will be placed in demand deposit accounts or money market deposit accounts at other network banks using ICS. Funds placed through the services are placed at Destination Institutions in amounts that do not exceed \$250,000, so that the depositor's funds will be eligible for FDIC insurance.
- The depositor is not charged a fee in connection with these placements.
- Your institution determines the interest rate applied to your customer's placements.
- Depositors should include institutions on their Exclusions List if they have a deposit relationship with other

institutions that are not through ICS. Depositors may provide these exclusions on Schedule 2, Section 3 on the DPA. Depositors can add exclusions at any time by contacting your institution or through the Depositor Control Panel.

- Depositors may make unlimited Program Withdrawals and Program Deposits for funds placed into demand deposit accounts. For funds placed in money market deposit accounts, depositors can make unlimited Program Deposits but may be limited to six Program Withdrawals per month if the Relationship Institution chooses to enforce such a limit.

FOR FURTHER INFORMATION, PLEASE CONTACT YOUR BANK REPRESENTATIVE FOR DETAILS AND TO REVIEW THE DPA AGREEMENT.

VIII. CHECKXCHANGE™

1.1 INTRODUCTION.

The ChecXchange™ service will assist your business with representment of returned checks & ACH items. The check recovery service is FREE and uses reliable RCK technology to automatically re-present an ACH or NSF check return item up to two times, helping your business collect owed funds without any extra cost. ChecXchange charges the check writer a state-regulated fee, so the recovery cost is completely covered. Once the money is collected, it is deposited into your business' account.

1.2 How does ChecXchange™ collect my returned items?

ChecXchange will process all returned checks it receives directly from the bank. ChecXchange then submits your deposits for you through the ACH network. Any returned items will be handled by the automatic returns handling module of ChecXchange™. ChecXchange automates the returns handling process, making it more efficient for your business.

1.3 Notification of Check Returns.

The status of any transaction in the system can be followed through an internet based 24/7 real-time reporting system. This includes images of original deposited items and returned items.

1.4 ChecXchange™ reimbursement process

ChecXchange will reimburse your funds immediately, upon settlement. Your funds are electronically (ACH) credited to your bank.

1.5 Merchant notification required.

Merchants must notify customers that their returned checks may be collected automatically. This notice can be at the point of sale, or on a monthly billing statement. ChecXchange™ supplies all customers with a point-of-sale decal that covers this necessary verbiage.

FOR FURTHER INFORMATION, PLEASE CONTACT YOUR BANK REPRESENTATIVE FOR DETAILS AND HOW TO ENROLL IN CHECKXCHANGE SERVICE.

END