DEPOSIT AGREEMENT AND DISCLOSURE STATEMENT – BUSINESS ACCOUNTS

EFFECTIVE DATE: November 02, 2026

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1. Your Bank Services and Your Agreement with Us

The contents of this Deposit Agreement and Disclosure Statement – Business Accounts ("Deposit Agreement"), your Bank Depositor Agreement ("Signature Card"), our rate sheets, our Schedules of Fees and Charges ("Fee Schedule") and the various product sheets that you receive from us when you open your account or that you receive from time to time from us make up our agreement with you (collectively the "Agreement"). While some provisions of this Deposit Agreement are summarized or shown below, you should review the entire Agreement for details.

DISPUTE RESOLUTION: SHOULD A DISPUTE ARISE BETWEEN US THAT CANNOT BE RESOLVED INFORMALLY, YOU AND WE WILL FOLLOW THE PROVISIONS OF THE DISPUTE RESOLUTION PROCESS DESCRIBED IN SECTION 7 ("DISPUTE RESOLUTION; LIMITATION ON LIABILITY; INDEMNITY; TIME TO BRING AN ACTION") OF THIS DEPOSIT AGREEMENT. EACH PARTY WAIVES ITS RIGHTS TO A TRIAL BY JURY, TO THE FULLEST EXTENT PERMITTED BY LAW.

AND AS MORE FULLY DESCRIBED IN SECTION 7 BELOW. THESE DISPUTE RESOLUTION PROCEDURES ALSO APPLY IF A DISPUTE ARISES UNDER A "RELATED AGREEMENT" (as defined below).

Your Agreement

Please carefully read and retain all Agreement documents we provide to you. When you sign the Signature Card, use any Bank product or service or request an account from us, you acknowledge that you have reviewed, understand, and agree to the terms of the Deposit Agreement and the other applicable Agreement documents we have provided to you and that you will be subject to their terms and conditions. This version of the Deposit Agreement supersedes any previous Deposit Agreements.

This Deposit Agreement does not apply to Consumer accounts.

The headings of each section ("Section") are for convenience only and do not limit or amend any of the provisions of this Deposit Agreement. You are solely responsible for your employees' and agents' compliance with the terms of the Agreement or any "Related Agreement," as defined below. If at any time you have any questions regarding your accounts or banking services, or require additional information, please do not hesitate to contact Client Services. Contact information is listed in Appendix A of this Deposit Agreement.

Consummation of Agreements by Us

Our agreement to a contractual relationship with you (including this Deposit Agreement, Related Agreements, terms of use or other agreements and whether in paper or electronic form) may occur and be evidenced by our written or electronic execution of the agreement (as provided in Section 1f ("Electronic Contracts, Records and other Documents are Valid") of this Deposit Agreement) or manifested by our providing the relevant account, product or service to you. In the event that an agreement with you does not set forth an effective date or if in our opinion an effective date cannot be otherwise determined by the terms or conditions of the agreement, then the effective date of the agreement shall be a date that is reasonably determined by First-Citizens Bank & Trust Company.

a. Definitions. In this Deposit Agreement, the singular shall include the plural form, and the plural shall include the singular whenever the content requires or permits. The word "may" when used in reference to action by us is permissive and means that we are allowed at our sole discretion to take action or no action but are not required to do so. We will have no liability for inaction where we have discretion not to act. The word "includes" means "including but not limited to" the examples given. The word "or" is inclusive unless the context otherwise requires. Unless otherwise specified all references to dollars mean U.S. dollars, and references to time mean local time for the Bank (i.e., Pacific Time). Capitalized terms have the meaning given to them in the Agreement. In addition, the following terms have the following meanings:

"Account" (whether or not capitalized) means any deposit account covered by the Agreement (unless the context requires otherwise).

"Authorized Signer" means the individuals who are shown on your Signature Card as an authorized signer. Your Signature Card and this Deposit Agreement set forth the authority that an Authorized Signer has with regards to your accounts, products and services. The term also includes individuals who are known to you to have exercised authority as an Authorized Signer on your behalf and to have been recognized by us in that capacity, unless you inform us to the contrary promptly following your knowledge (actual or imputed) that the person is acting as an Authorized Signer. If you designate a person as an Authorized Signer or a person is otherwise justifiably treated by us as an Authorized Signer under this Deposit Agreement, then we are allowed to treat the person as an Authorized Signer for all purposes, including those set forth in the Signature Card. Further we may rely on their authority as an Authorized Signer until we have received notice to the contrary from you and have had a reasonable amount of time to react.

"Available Balance" means the most current record we have about the funds available for withdrawal from your account, which may not include (i) deposits not yet available pursuant to our Funds Availability Policy, (ii) debit card or other transactions that we are legally obligated to pay or have already paid out in cash, (iii) other pending transactions and (iv) holds on your account.

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“Beneficial owner” (whether or not capitalized) means the natural persons who ultimately own or control you as a company. Control is presumed to exist for senior executive officers and persons holding 25 percent or more of any class of security issued by you; provided, however, that we reserve the right to include persons as “beneficial owner” in other circumstances.

“Business Accounts” are not Consumer accounts (defined below), and the terms of this Deposit Agreement may not be used to extend the state and federal law protections granted to consumers to any Business Accounts.

“Business Days” means any day that the Bank is open, which is all days except Saturdays, Sundays, federal holidays, or when closures are necessitated during emergency conditions, or that occur due to unforeseen circumstances outside of the Bank’s control (which may also affect the bank’s ability to process deposited checks under normal circumstances, when the bank is normally open)”.

“Card” means a debit card that we issue to you.

“Cardholder” means a natural person who is to be given a Card by you or at your direction. The Card is issued to you, and you alone are responsible to First-Citizens Bank & Trust Company for all Card use. The Card is not issued to a natural person, and a natural person is not responsible to us for Card use, even if a name is shown on the Card with yours as Cardholder.

“Check” (whether or not capitalized) means: (a) a negotiable demand draft drawn on or payable through or at an office of a bank; (b) a negotiable demand draft drawn on (i) a Federal Reserve Bank or a Federal Home Loan Bank or (ii) the Treasury of the United States; (c) a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; (d) a United States Postal Service money order; or (e) a traveler's check drawn on or payable through or at a bank. The term “check” includes an original check and a substitute check.

“Consumer accounts” are accounts used primarily for personal, family or household purposes.

“Contracting Officer(s)” means the individuals who are shown on your Signature Card as a contracting officer. Your Signature Card and this Deposit Agreement set forth the authority that a Contracting Officer has with regards to your accounts, products and services. The term also includes individuals who are known to you to have exercised authority as a Contracting Officer on your behalf and to have been recognized by us in that capacity, unless you inform us to the contrary promptly following your knowledge (actual or imputed) that the person is acting as a Contracting Officer. If you designate a person as a Contracting Officer or a person is otherwise justifiably treated by us as a Contracting Officer under this Deposit Agreement, then we are allowed to treat the person as a Contracting Officer for all purposes, including those set forth in the Signature Card. Further we may rely on their authority as a Contracting Officer until we have received notice to the contrary from you and have had a reasonable amount of time to react.

“Deposit Service” means a service provided in connection with the use of an account (e.g., checks, deposits, ACH, wires).

“Electronic Communication” means a message or communication sent by electronic means in a format that allows visual text or images to be displayed on equipment such as computers, e-readers, electronic tablets and mobile telephones.

“Full Access Administrator” means any person You have provided with full administrative rights to access and manage any online banking account or service You maintain with Us, regardless of whether such person is an Authorized Signer, a Contracting Officer, or an employee.

“Item” (whether or not capitalized) includes checks, electronic items, drafts, demand drafts, remotely created checks and items, imaged items, preauthorized drafts, internet payment instructions or other order or instruction for payment, transfer or withdrawal of funds (including a withdrawal slip). Where appropriate, “item” includes bill payment instructions, deposited items returned unpaid, automatic transfers and electronic transaction (including Automated Clearing House (ACH), Automated Teller Machine (ATM) and Point-of-Sale (POS)) or a photocopy of any of those listed.

“OFAC” means the Office of Foreign Assets Control of the U.S. Department of the Treasury.

“Overdraft” (whether or not capitalized) means any event that results in a negative balance in your account.

“Privacy Policy” means our privacy and information security policies and notices that govern our rights and obligations with respect to information about you, your accounts, Cardholders and other users of Deposit Services. These include First-Citizens Bank & Trust Company’s Privacy Statement (Privacy Statement | First Citizens Bank), CCPA statement (Privacy Notice: California | First Citizens Bank) and other terms and conditions included in this Agreement (see, for example, Section 1k (“("Privacy and Confidentiality”) of this Deposit Agreement) and (where applicable) Related Agreements.

“U.S.” means the United States of America.

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"We," "our," "us," and "Bank" means First-Citizens Bank & Trust Company. "You," "your" and "client" means the account owner(s) or user of a product or service. The term also includes your employees and agents (including Contracting Officers and Authorized Signers), as appropriate. You agree to ensure that your employees, agents or any third parties used by you comply with the terms and conditions of this Deposit Agreement.

b. Our Relationship. Unless otherwise expressly agreed in writing signed by us, our relationship with you will be that of debtor and creditor; in other words, we owe you the amount of your deposit, subject to the terms of the Deposit Agreement. We owe you a duty of ordinary care. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. Any internal policies or procedures that we may maintain which are in addition to or in excess of reasonable commercial standards and general banking practice are solely for our own benefit and shall not impose a higher standard of care on First-Citizens Bank & Trust Company than otherwise would apply in their absence.

You agree to pay us such fees and charges described in this Agreement or otherwise communicated to you, such as in our Fee Schedule. These fees and charges are subject to change, from time to time, and at any time, as described in Section 1j ("Amendments/Changes in Account Terms") of this Deposit Agreement.

c. USA PATRIOT Act Notice. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you apply for an account, we will ask for your name, address, date of birth, taxpayer identification number (TIN), whether you are a Politically Exposed Person (see Section 2d ("Politically Exposed Persons") of this Deposit Agreement) and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for beneficial owners, Contracting Officers, Authorized Signers and any other person or entity who is designated as a signer on the account. You may also be asked at account opening, and from time to time, to provide us with valid documentation including, but not limited to, a certification of trust, court orders, partnership agreements, certificates of limited partnership, filed articles of incorporation and filed fictitious business name statements, in addition to any other documents deemed necessary by us. If your account is funded before we verify your information, you may not have access to your funds or conduct any transactions on your account. If we are not able to verify your identity to our satisfaction, we will not open your account, or we may close the account if it was previously funded. By opening an account with us you agree that no Authorized Signer, Contracting Officer or beneficial owner of your account is subject to any sanctions programs administered or enforced by OFAC.

d. Related Agreements. There may be certain disclosures, agreements, negotiated, promotional, or programmatic terms, and terms of use that govern your account, products and/or services with the Bank in addition to this Deposit Agreement ("Related Agreements"). These Related Agreements shall apply as if you had entered into a separate agreement to use the product or service. The terms of this Deposit Agreement are in addition to and not in place of those in the Related Agreement. In the event that certain terms of a Related Agreement are inconsistent with this Deposit Agreement, the terms of the Related Agreement will govern your use of the product or service. Products or services that may be governed by Related Agreements may include, but are not limited to bank products, treasury management services, payment origination services, lockbox, remote deposit capture, mobile deposit, sweep and repurchase agreements, online banking, Eurodollar accounts, multi-currency accounts, bill pay services and automated clearing house services. If we approve your eligibility for, enrollment in and use of these or other related services, you agree to be bound by the terms and conditions set forth in the Related Agreements pertaining to such services and any terms and conditions set forth in the enrollment forms for these services or provided to you electronically or otherwise.

e. Online Banking Services. As stated in Section 1d ("Related Agreements") of this Deposit Agreement, certain Related Agreements may govern your use of online banking and electronic services ("Online Banking Services") that we offer. If we approve your eligibility for, enrollment in and use of these services, you agree to be bound by the terms and conditions set forth in the Related Agreements pertaining to such services and any terms and conditions set forth in the enrollment forms for these services or provided online as terms of use.

Specific terms of use for our Online Banking Services may be provided as hyperlinks or "click-through" agreements on the website, which may be updated from time to time. Continued use of the online services shall constitute your acceptance of the applicable terms of use. You are solely responsible for any of your employees' or agents' compliance with the applicable terms of use for online services.

f. Electronic Contracts, Records and other Documents are Valid. Each party may execute agreements, including the Signature Card and Related Agreements, by electronic means acceptable to First-Citizens Bank & Trust Company and recognizes and accepts the use of electronic signatures and records by the other party in connection with the execution and storage of them. For example, Related Agreements may be provided for your electronic signature using the electronic contracting service you used to complete your Signature Card (and, thereby, also to agree and consent to this Deposit Agreement). As another example, hyperlinks or "click-through" agreements that we present to you on the First-Citizens Bank & Trust Company website can also be used by you to form an agreement by electronic means. All of these electronic channels may be also used by us to provide updates and changes in terms, from time to time. In addition, and without limitation, use or continued use of your account or a product or service (including Deposit Services) shall constitute your acceptance of the applicable terms of use.

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We may provide you with disclosures and documents via Electronic Communication in an electronic channel, including email, other electronic service (such as an API), our Online Banking Services, mobile devices or otherwise. This includes your periodic account statements, tax reporting statements, changes in terms, other notifications and other communications from us to you. In many cases, our delivery of these disclosures or documents will be accomplished by sending you an email informing you of the availability of the disclosure or document with instructions to obtain it through our Online Banking Services. You agree to access all documents that are made available to you and to immediately notify us of any errors. You will be deemed to have received any such disclosures and documents upon the earlier of your actual receipt of them or the Business Day following our transmittal of an email that contains the disclosure or document or that informs you of its availability (e.g., when email is used to inform you of a disclosure or document that is available in our Online Banking Services). Use or continued use of your account or a product or service (including Deposit Services) shall constitute your acceptance of the disclosure or document that is provided or made available to you electronically.

g. Third-Party Beneficiaries. This Agreement is for the benefit of you and the Bank. Unless otherwise reflected in our records, there are no third-party beneficiaries to this Deposit Agreement or any Related Agreement, if applicable.

h. Effective Date. The fees, services, products and benefits described in this Deposit Agreement were current as of the effective date of this Deposit Agreement but are subject to change. You can obtain current information by contacting Client Services (see Appendix A).

i. English as Designated Account Language. The terms of this Deposit Agreement and the accounts, products and services we provide are provided to you in the English language. If we make any documents available in languages other than English and there is any difference in meaning between the English and non-English version of any of our documents, the English version will govern and is available upon request. All written instructions that you give us (e.g., on a check) must be in English. We may decline to process any item or instruction delivered in a language other than English, whether issued by you or another person. If you provide documents in a language other than English, you may be required to provide a certified translation satisfactory to us.

j. Amendments/Changes in Account Terms. We may add to, delete, change, amend or otherwise modify the terms of this Deposit Agreement (or any other part of our Agreement with you), a Related Agreement or any electronically presented terms or disclosures at any time. Among other things, this means we may make such changes to fees and charges and to other provisions of this Agreement. Although we may typically give you advance notice of any change, we reserve the right to make changes without advance notice where permitted or needed or appropriate (e.g., for security or loss prevention reasons). Such notices can be made by mail, email or otherwise by delivering a notice, such as a message via our Online Banking Services or statement message, or an amended agreement to you, at any mail or electronic address of record in our files. Notice of any change may be provided to you in accordance with Section 13 (“Notices, Electronic Communications, Signatures and Records”) of this Deposit Agreement, or as otherwise described in this Deposit Agreement or (where applicable) a Related Agreement. Your continued maintenance or use of an account, product or service constitutes your agreement to such amendment or modification.

We may substitute similar services or discontinue currently offered products and services by giving you prior notice. We do not have to notify you, however, of any changes that are beneficial to you (e.g., a reduction or waiver of any fees or the addition of services) or if the change is required for security or loss prevention reasons. We are authorized to use third parties to provide services to you, and unless otherwise stated in the relevant Related Agreement, we may change or substitute the third-party providers without your prior consent.

k. Privacy and Confidentiality. At First-Citizens Bank & Trust Company, we take protecting the privacy, confidentiality, and security of your non-public personal information seriously. Personal information is protected whether you are a current or former customer. We may collect information about you from your interactions with First-Citizens Bank & Trust Company (e.g., application forms or using our online services and a variety of third-party sources such as government agencies, consumer reporting agencies and other suppliers of public information) in order to verify and enhance any of the information you provide to effect, administer and enforce the products and services we provide you and maintain the accuracy of our records. We may combine this information with personal and other information we have collected about you and your company.

We may use personal information supplied to us to provide our services and to perform everyday business operations (such as opening or closing an account or processing your transactions), to help us evaluate, improve and develop these services, to perform data analytics, to maintain accounts, comply with legal obligations including those aimed at preventing money laundering, for risk control, anti-fraud and information security. In the event we use such personal information of natural persons such as your Cardholders or beneficial owners, we are committed to complying with all applicable data protection laws. We may also use non-public information about you and those who use an account product or service on your behalf (for example, Cardholders or other users of debit cards) and interrogate and use data derived from analysis of the transactions that arise, for both internal or external use; provided however that any external use or disclosure of the data or analysis must be in aggregate and anonymous form and may not include your identity or the identity of the individuals.

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We implement reasonable security measures around personal information, as well as reasonable administrative, technical, physical and organizational safeguards to protect the confidentiality, integrity, and availability of personal data entrusted to us for processing.

We do not sell personal information. However, we may share information about you, your deposit and loan accounts and the transactions you perform to third parties: where it is necessary or helpful in verifying or completing a transaction; to disclose the existence, history and condition of your account to consumer reporting agencies; when you give us your consent; to our affiliates; to comply with the law or a court or governmental order; to local, state and federal authorities if we believe a crime or regulatory violation may have been attempted or committed involving your account; as permitted or required by law; and in response to trade inquiries. Late payments, missed payments and other defaults on your account may be reflected on your credit report. You agree that any individual whose personal information is provided to First-Citizens Bank & Trust Company, as a part of any application for an account, product or service has been provided with a copy of the Privacy Statement.

Please see our Privacy Statement at (https://www.firstcitizens.com/privacy-security/privacy-statement) for additional details.

l. Governing Law. The Agreement, all accounts and Deposit Services provided to you, and any dispute relating to those accounts and services are governed by federal law and, to the extent this agreement is subject to the laws of any state, it will be subject to the internal laws of the State of New York, without regard to its conflict of law provisions. Unless otherwise provided in this Deposit Agreement, your accounts, products and services will be subject to applicable clearinghouse, Federal Reserve Bank and correspondent bank rules and regulations. You agree that we do not have to notify you of a change in those rules, except to the extent required by law. If this Deposit Agreement conflicts with any statement made by one of our employees or agents, or employees or agents of our vendors, service providers or affiliates, this Deposit Agreement will govern and control.

m. Your Requirement to Review Statements and Transactional Documents. Without limiting other provisions of the Agreement, you agree promptly to review any account statement, receipt, confirmation or transactional document (including debit card statements, wire or FX confirmations) upon them being sent or made available to you electronically or otherwise and to examine them for errors, unauthorized transactions, irregularities and other inaccuracies. In the event that you believe that a statement, receipt, confirmation or transactional document is erroneous or inaccurate in any manner, you agree to notify us of the error or inaccuracy immediately. You shall be precluded from asserting any error or inaccuracy against us and from obtaining compensation for any loss if you do not assert the error or inaccuracy within a reasonable time, but in no event later than 30 days following the earlier of: (i) your discovery of an error or inaccuracy; or (ii) the date we first make available to you the statement, receipt, confirmation or transactional document on which the error or inaccuracy first appears or exists. The foregoing does not limit your responsibility under this Deposit Agreement or extend any provision of this Deposit Agreement that requires you to examine your bank statements, receipts, confirmations, transactional documents or other documents (e.g., in connection with Checks, or for unauthorized Orders or Cards). You also agree that we will not be responsible for any situation, circumstance or loss that results from a forgery, alteration or change which cannot be responsibly detected by us or is as otherwise provided or authorized by law or regulation.

2. Account Ownership

a. Business Accounts; Contracting Officers and Authorized Signers. Business Accounts are those established by any partnership, corporation, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit basis; all governmental units; and any individual who intends to use the account for carrying on a trade or business. You agree to open Business Accounts only. You agree not to use any account of yours for personal, family or household purposes at any time. If a Business Account is used for personal, family or household purposes it is subject to closure without advance notice. You agree to be liable for any penalty, fee and/or cost incurred by the Bank as a result of such use.

Your account opening records, which may include a Signature Card or other documentation, including that which is provided electronically, shall identify the Contracting Officers and Authorized Signers to an account.

An account must be opened by a Contracting Officer. A Contracting Officer shall be identified by you, and such Contracting Officer shall be primarily liable for the actions of any authorized person on the account. Contracting Officers, if more than one shall be present, shall by jointly and severally liable for the actions of the named Depositor. Contracting Officers may be designated by Board Resolution or other company action.

Contracting Officers are individuals who are authorized to transact on your behalf, including but not limited to making withdrawals, writing checks, transferring funds, stopping payments, and obtaining ancillary services (e.g., electronic fund transfer services and wire transfers) and otherwise giving us instructions regarding your accounts, products and services which may be identified in this Deposit Agreement. We may (but are not obligated to) require suitable identification and/or presentation of account ownership records for any account opening, withdrawal or account closure. Without limiting the foregoing, you represent, warrant and agree that any Contracting Officer, acting individually or with others and without a need for notice to other Contracting Officers, may take any and all action associated with the accounts, products and services. This includes, without limitation to the above, authority to open or close accounts, transact on and maintain accounts, negotiate and enter into agreements for Deposit Services (including this Agreement and any Related Agreement), withdraw any or all of the funds on

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deposit, sign checks or other items for issuance or deposit, stop payment on a check drawn on the account or conduct or give us instructions for other account-related services.

Contracting Officers may designate one or more authorized persons to transact on your behalf – each of these individuals shall be deemed an Authorized Signer. Each Authorized Signer may perform the same actions as that of a Contracting Officer, EXCEPT that Authorized Signers may not add/remove/modify or change any Contracting Officer or other Authorized Signer to an account.

In our sole discretion, we may require the signatures of any combination of, or all, Authorized Signers and/or Contracting Officers for the withdrawal of funds and/or the opening or closing of an account.

When enrolling in an online banking platform, you will appoint one or more Full Access Administrators by providing them with full rights to access and manage the entirety of your online banking profile. A Full Access Administrator may be a Contracting Officer or an Authorized Signer, but does not have to be. A Full Access Administrator that is not an Authorized Signer or Contracting Officer will not be allowed to enroll you in any new products, except that a Full Access Administrator may submit a credit card application on Your behalf using any means provided by the online banking platform to apply for a credit card. By providing a Full Access Administrator with access to your online banking profile, you warrant, attest, and affirm that such person shall have the right to submit a credit card application using an online banking platform on your behalf. If you wish to remove a Full Access Administrator, you must provide us with notice. You agree that we may rely on the authority of a Full Access Administrator until we receive notice from you requesting the Full Access Administrator's removal, and any application submitted before We receive such notice shall be valid.

We are authorized to pay checks without asking how the checks were issued or how the proceeds will be used, even if the check is payable to the individual who signed or otherwise authorized the check. You also authorize persons who are not Contracting Officers or Authorized Signers to conduct banking and other services as described in this Agreement or any applicable Related Agreement. The foregoing shall not be a limit on our rights to rely on actual or imputed authority of individuals that may exist under law, including the laws of agency.

We require business formation documents, which may include documents such as your filed articles of incorporation, partnership agreements, filed fictitious business name statements or other documentation or actions by you or your shareholders or Board of Directors (including authorization documents described in Section 2b ("Authorization Documents") of this Deposit Agreement below, used by you in connection with the organization and startup of your company). If we request documents and they are not provided to us within a reasonable time, the Bank may engage an independent search firm to obtain such documents. If we do this, we will charge your account for any investigation fee plus all fees paid by the Bank to the search firm. We may freeze or close your account if documents or information is requested and not provided to us within a reasonable time.

We may require, but are not obligated to require, a partnership, corporation or other legal entity to give separate written authorization telling us who is authorized to act on its behalf. The partnership, corporation or other legal entity must notify the Bank promptly in writing of any change in authority pertaining to any account, product or service with us. We are authorized to follow the directions of a Contracting Officer or Authorized Signer until we receive written notice that the authority has been terminated and have had a reasonable opportunity to act on the notice.

Your account may not be pledged, assigned or otherwise transferred by you in whole or in part without our consent, which we are not obligated to provide.

b. Agency and Fiduciary Accounts. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person, or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

There may be instances where the bank will need to determine the beneficial ownership of pass-through fiduciary accounts to calculate appropriate FDIC insurance coverage. In this scenario, First-Citizens Bank & Trust Company, will require all fiduciaries to provide an "Alternative Recordkeeping File" detailing the beneficial owners and relevant account balances associated with said pass-through account.

c. Authorization Documents. You represent, warrant and agree (among other things, and without limitation): (1) that the officers of your company are authorized and directed, in their discretion, to select and designate from time to time one or more banks or other financial institutions as a depository of funds of your company, and that the proper officers or other employees are authorized to open and maintain, in the name of your company, accounts, cards or other deposit services with First-Citizens Bank & Trust Company and (2) that banking or financial resolutions or similar authorizations have been issued and approved by the board of directors or similar authorized body of your company, which show the persons authorized to draw on such accounts. Such resolutions or authorizations: (1) authorize each Contracting Officer or Authorized Signer to act on your behalf and/or represent and bind you, including as described in this Agreement (and in particular as described in Section 2a ("Business

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Accounts; Contracting Officers and Authorized Signers") of this Deposit Agreement), whether acting individually or together, (2) provide that a Contracting Officer may provide notice to us of a change in the persons who serve as Authorized Signer(s), but that we may delay accepting such a change if there is a dispute or if we receive inconsistent instructions (see Section 14c ("Conflicting Demands/Disputes") of this Deposit Agreement for further detail on our rights in this regard) and (3) permit us to rely on notices, instructions or any action or inaction we receive or that we in good faith believe are by or on behalf of a Contracting Officer or Authorized Signer, and may do so without inquiry as to his or her authority. We may do all or any of this with any person that our records show is a Contracting Officer or Authorized Signer until we have received notice from you of a change and have had a reasonable opportunity to act or respond to notice of the change.

You agree to notify us immediately if your resolution or authorization is amended or changed or of any change in your Contracting Officer(s) or Authorized Signer(s) or of any other change in authority pertaining to any account, product or service with us. You agree that the Signature Card you executed is a "standard form of corporate banking or financial resolution" and that the Signature Card (among other things) allows any Contracting Officer or Authorized Signer (acting individually or with others) to draw on your accounts and to enter into this Agreement and Related Agreements and to perform any and all action or inaction called for or related to Deposit Services. You hereby confirm that the resolution or authorization is in full force and effect. We may require, but are not obligated to require, that you provide separate or supplemental written evidence of authority to act on your behalf at any time and for any reason or no reason.

d. Signature Card. We identify Contracting Officers and Authorized Signers from the executed Signature Card that you deliver to us. Copies of signatures on Signature Cards and Related Agreements (including electronic copies) shall have the same legal force and effect as those with original signatures. You agree to ensure that Contracting Officers are responsible to us for the actions or inactions of Authorized Signers. This means that Contracting Officers are responsible for familiarizing Authorized Signers with the terms of this Agreement. This responsibility is joint and several. Unless otherwise specifically agreed to in writing by First-Citizens Bank & Trust Company in your Signature Card, only one signature by a Contracting Officer or Authorized Signer shall be necessary for you to enter into any agreement with First-Citizens Bank & Trust Company or to take action or inaction (including for Deposit Services) on your behalf.

e. Politically Exposed Persons. A Politically Exposed Person is any of the following:

- A senior foreign political figure, meaning a senior official in the executive, legislative, administrative, military or judicial branch of a foreign government (whether elected or not), a senior official of a major foreign political party or a senior executive of a foreign government-owned corporation.
- Any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.
- The immediate family of a senior foreign political figure includes the figure's parents, siblings, spouse, children and in-laws
- A close associate of a senior foreign political figure who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

If you are or become a Politically Exposed Person, you must notify us immediately at account opening or within 30 days of the date you become a Politically Exposed Person. Upon notification, or in the event we discover you are a Politically Exposed Person, we may at our discretion close your account to further transactions, reverse transactions that have previously posted to your account or reject pending transactions.

f. Tax Information and Foreign Account Tax Compliance Act ("FATCA"). Under FATCA regulations, we are required to withhold 30 percent of any payment of U.S. source fixed, determinable, annual or periodic ("FDAP") income that is a withholdable payment to any non-compliant persons such as account holders who do not agree to be identified ("recalcitrant account holders"), are noncompliant FFIs ("nonparticipating foreign financial institutions"), are noncompliant NFFEs ("non-financial foreign entities"). Individuals and NFFEs will be considered in compliance with FATCA if they properly identify themselves, and if necessary, disclose their substantial U.S. owners or certify that they have no substantial U.S. owners. In order to document our clients' FATCA status and determine whether or not withholding will apply, we will require a properly completed withholding certificate (i.e., Form W-8 series or W-9).

First-Citizens Bank & Trust Company's efforts to comply with the FATCA regulations will require us to:

- Collect, review and monitor client information,
- Report certain account balances and income on certain types of accounts to the Internal Revenue Service ("IRS") and
- Withhold and remit 30 percent on U.S. sourced income for non-compliant persons.

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In addition, First-Citizens Bank & Trust Company shall have the right to conduct FATCA due diligence on existing clients, which includes collecting and reviewing account holder information and documentation so that the owner of the account can be properly classified as a U.S. or a non-U.S. person. We are relying on the information and documentation previously provided by you to complete this effort. However, to ensure First-Citizens Bank & Trust Company accounts have been properly classified under the FATCA regulations, you may be requested to provide additional information from time to time. This may include having to provide a new W-8 or W-9 form, documentary evidence or other information or statements.

g. Withholding. If you are a U.S. person, unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if: (1) you fail to supply us, under penalty of perjury, with your correct taxpayer identification number (TIN) (e.g., provide a Form W-9); (2) you fail to certify on Form W-9 that you are not subject to backup withholding; (3) the IRS instructs us to withhold; or (4) the IRS notifies you that you are subject to backup withholding. You must provide your Form W-9 to us whether or not you are required to file a tax return. We may report interest and other payments made to you to the IRS and state taxing authorities, along with your TIN.

We are required to obtain a taxpayer identification number for each account you open or maintain with us. We may refuse to open, and we may freeze or close, any account or Deposit Services for which you do not provide a Form W-9, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate on the Signature Card and Form W-9 that it is exempt.

A non-U.S. entity must certify its non-U.S. status by completing an appropriate IRS certification form (e.g., Form W-8 series) to avoid excessive withholding. Foreign persons may be required to certify their non-U.S. status every three years (or earlier upon request).

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify withholding information. For information and advice on interest reporting, withholding, tax forms and other tax related questions, contact your tax advisor. You agree not to rely on information provided by us regarding tax or legal matters.

In all instances, we may charge an account for any tax that was required to be withheld, but, for whatever reason, was not withheld previously.

h. Changes in Account Ownership, Address and Contracting Officers or Authorized Signers. You agree to notify us immediately in writing of any change to your account, including changes to your name, address, telephone number, email address, business ownership, nature of your primary business, the purpose of your account, beneficial owners or the Contracting Officers or Authorized Signers on your account. We may require a new Signature Card, updated tax certification form or other documentation before giving effect to any change. We may rely on our account records to determine the ownership of your account.

In addition to any of the above, you agree to notify us and provide any necessary updated tax documentation within 30 days of any change in your tax circumstances.

If a Contracting Officer or Authorized Signer on your account changes, we may continue to honor items and instructions given earlier by them until we receive specific notice from you in writing to no longer do so. A new or updated Signature Card, by itself, does not constitute notice to terminate any pre-existing instructions. In some instances, we may require you to close your account or provide us with stop payment orders in order to prevent transactions from occurring. There may be a delay in implementing a change in the Contracting Officers or Authorized Signers on our records, and you agree that we shall have a reasonable opportunity to implement the changes.

i. Termination/Closing Your Account. Any Contracting Officer or Authorized Signer may request to close an account at any time, with or without cause, upon notice to us, effective thirty (30) days after such notice is received. We are not required to close an account at your request if we believe that you have pending transactions or the account is overdrawn. In those cases, if you ask us to do so, we will restrict the account against all future withdrawals until pending transactions are paid or returned and the account balance is no longer negative. We are not required to provide notice of such closure to the other Contracting Officers or Authorized Signers on the account. If you close an account, it may be subject to accrued or prorated fees, charges and/or early withdrawal penalties.

We may, at our discretion, and without notice, close, cancel, freeze, suspend or terminate any account, product or service you have with us, any time, with or without cause. After an account is closed by you or by us, we may deliver the balance, less any fees or amounts due, by any means chosen by us, including sending a check for the collected account balance. We may use any last address we have on file for the account. Thereafter, the funds will stop earning interest (even if the check is returned or remains uncashed for any reason). We will not be liable to you for dishonoring any check or other payment order presented for payment after we close an account.

We may return deposits or dishonor any check, item or transaction presented for payment after an account is closed. At our sole discretion, we may honor checks, items and orders presented or occurring after an account is closed if the transaction is guaranteed by us to third parties (e.g., under a check guarantee or as part of an electronic fund transfer arrangement) or you

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fail to give us a timely stop payment order for any outstanding checks. You remain responsible for and agree to reimburse us immediately for such checks, items and transactions, which may be treated as overdrafts.

j. Death or Adjudication of Incompetence. You agree to notify us immediately of the death or court-declared incompetence of any beneficial owner, or of any Contracting Officer or Authorized Signer, or of any attorney-in-fact; or other person authorized by you to transact on your account(s). Until we receive such notice in writing and have a reasonable time to act on it, we may continue to honor items drawn on your account by a Contracting Officer or Authorized Signer. Even with such knowledge, we may continue to honor items drawn on your account by this person for a period of 10 days after the date of death. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instruction from the court regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions until such time as we have received notice of death from the appropriate government agency or court-declared incompetence of a relevant person authorized to transact on the account and we have determined the identity of the appropriate person with authority to act on behalf of the account.

3. Checking, Money Market, and Certificate of Deposit Account Disclosures

Not all of the following account types may be available to you. Please contact Client Services (see Appendix A) to determine the best options available to you.

a. Checking Accounts

i. Rate Information. Your checking account is non-interest bearing, unless otherwise stated.

ii. Minimum Balance Requirements. There is no minimum balance requirement to open a checking account.

iii. Account Fees. First-Citizens Bank & Trust Company offers a number of different account options tailored to the needs of our clients. You agree to pay to us all fees and charges associated with your accounts, the services we provide to you and as otherwise set forth in this Deposit Agreement or any Related Agreement. Our Fee Schedule (and/or Product Sheets) describes the most frequently encountered fees associated with our accounts and services. Fees and charges are subject to change. Some services are negotiated separately and may be subject to other written agreements with us, such as in the case of services set forth in a Related Agreement or other document to which you have agreed.

You further agree to pay the cost of services provided for your benefit by third parties or as required by law. Information on fees for services not covered by the Fee Schedule is available upon request. In addition to fees, you agree to pay for all taxes, tariffs, sales taxes and assessments levied or imposed by any government agency in connection with your account or account-related services (excluding any income tax payable by us).

iv. Calculation and Payment of Fees. Monthly service charges are typically calculated from the first Business Day of the month (or date of account opening for new accounts) to the last Business Day of the month, or the date the account is closed. Service charges may be prorated for partial months at our discretion. Fees may be deducted immediately, on the last Business Day of the month or other predefined date depending on the type of fee. Fees may change without specific notice to you. You must promptly pay the fees and charges associated with your accounts and services and are liable for such fees. Although typically you may designate the account from which fees are collected, we may deduct account fees automatically from any of your accounts. We may dishonor checks due to insufficient funds in your account resulting from deducting fees or charges.

If an average daily balance is required to avoid a fee, the average balance is calculated by adding the collected balance in the account for each day of the period and dividing that figure by the number of days in the period. “Collected balance” in the previous sentence refers to the amount of cleared, usable funds in your bank account collected by us each day during a month-long period.

If you change the type of account you have during a calendar month, your account will be charged the monthly fees of the new account for the entire month. If you have a business checking account with what we determine to be activity that is not accommodated by that account type, we may convert your account to another type of checking account designed to accommodate these needs. If we do convert your account, we will notify you in advance. At that time, we will give you more information about your new fees.

v. Business Account Analysis. Certain checking accounts may allow you to offset most account and cash management service charges with a monthly “Earnings Credit” that is based on the balances you maintain with us. Unlike interest, Earnings Credit is not paid to you and does not accumulate. Earnings Credit may only be used to offset charges that are subject to analysis and that are incurred during the month covered by analysis. Unless we agree

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otherwise in writing, excess Earnings Credit is not carried forward or backward to other billing periods. For information regarding how we calculate analyzed fees, refer to our “Account Analysis Statement” guide, which you can obtain by contacting Client Services (see Appendix A).

We may impose a Bank Deposit Assessment fee based on the amount of the Average Collected Balance of your analyzed accounts, based in part, on the cost of deposit insurance premiums. Current fee information is available by contacting Client Services (see Appendix A).

Subject to any separate enrollment by you in our Overdraft Protection, we may impose a daily overdraft fee, a ledger overdraft fee, or both, if your Account is overdrawn. The daily overdraft fee and the ledger overdraft fee are set forth on our Fee Schedule. We may assess a daily overdraft fee each Business Day that there are insufficient available funds on deposit in your Account to cover the amount of a check or other transaction drawn on your Account. We may assess a ledger overdraft fee on the amount overdrawn on your Account overnight and each day thereafter until the overdraft is extinguished.

vi. Changes to Rates, Fees and Charges. Account analysis fees, the Earnings Credit Rate, overdraft or uncollected fees and any other fees and charges are subject to change from time to time without prior notice. Current rate and service charge information is available on our Fee Schedule and product sheets or by contacting Client Services (see Appendix A).

vii. Hybrid Analysis Checking Accounts.

Certain checking accounts may be designated as Hybrid Analysis Checking Accounts (each, a **"Hybrid Account"**). A Hybrid Account combines the Earnings Credit mechanism described in Section 3a.v with the payment of interest on balances that exceed the level required to offset Service Charges in a given statement cycle. The terms set forth in this Section 3a.vii apply only to Hybrid Accounts and supplement, but do not replace, the terms of Section 3a.v. In the event of any conflict between this Section 3a.vii and Section 3a.v with respect to a Hybrid Account, this Section 3a.vii governs.

Definitions. As used in this Section 3a.vii, the following terms have the meanings set forth below. Capitalized terms not otherwise defined in this Section 3a.vii have the meanings given to them in Section 1a of this Deposit Agreement.

"Average Collected Balance" means the average of the daily end-of-day collected balances in a Hybrid Account for the statement cycle, excluding float and uncollected funds for which the Bank has not received final settlement.

"Balance Available for Services" means the Average Collected Balance, reduced by any Reserve Requirement balance we impose on the Hybrid Account pursuant to Section 3a.v. As of the date of this Deposit Agreement, the Reserve Requirement applicable to Hybrid Accounts is zero percent (0%); we may adjust the Reserve Requirement at any time at our discretion.

"Interest Credit Rate" means the variable annual interest rate we establish and apply to the Excess Balance to calculate interest payable on a Hybrid Account. The Interest Credit Rate is separate from and may differ from the Earnings Credit Rate. The Interest Credit Rate is published on our rate sheet, available upon request, and may be zero.

"Earnings Credit" means the dollar amount calculated each statement cycle by applying the Earnings Credit Rate to the Balance Available for Services, as further described in Section 3a.v and this Section 3a.vii.

"Service Charges" means the aggregate account analysis fees, treasury management fees, and other charges assessed through the Hybrid Account's account analysis statement for a statement cycle, as set forth in the applicable fee schedule and any Related Agreements.

"Threshold Balance" means the average collected balance level required, in our calculation, to generate an Earnings Credit sufficient to fully offset Service Charges for a given statement cycle. We calculate the Threshold Balance by multiplying total Service Charges for the cycle by a multiplier (the **"Multiplier"**), derived by dividing the number of days in the calendar year by the product of the Earnings Credit Rate and the number of days in the statement cycle, rounded to the nearest whole number. We may adjust the Multiplier formula at any time at our discretion without notice to you.

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"Excess Balance" means the positive difference, if any, between the Balance Available for Services and the Threshold Balance for a given statement cycle. If the Balance Available for Services is equal to or less than the Threshold Balance, the Excess Balance is zero and no interest accrues for that cycle.

Earnings Credit Rate (ECR) — Application and Priority. For each statement cycle, we apply the Earnings Credit Rate mechanism before calculating any interest on the Hybrid Account. The Earnings Credit is applied to offset Service Charges in the manner described in Section 3a.v. The Earnings Credit Rate applicable to Hybrid Accounts is a variable rate subject to change at any time at our discretion, without prior notice, and may be a rate of zero.

The Earnings Credit for each statement cycle is calculated as follows:

Earnings Credit Rate =
Balance Available for Services X ECR X (Days in Statement Cycle / Days in Calendar Year)

For purposes of the above formula, **"Days in Calendar Year"** means 365, or 366 in a leap year. The Earnings Credit is applied monthly to offset Service Charges. Unless we agree otherwise in writing, any Earnings Credit that exceeds Service Charges for a given statement cycle is forfeited; it is not paid to you in cash and is not carried forward to any subsequent statement cycle.

Interest on Excess Balances — Eligibility. If a Hybrid Account has an Excess Balance at the close of a statement cycle, we will compute and pay interest on that Excess Balance for that cycle. If the Excess Balance is zero for a statement cycle, no interest accrues. If the Average Collected Balance is less than the Threshold Balance, no interest accrues and Service Charges may be assessed to the extent not offset by the Earnings Credit.

Interest — Accrual and Payment. Interest accrues on the Excess Balance using the simple interest method and credited monthly. If you close your Hybrid Account before interest is credited for the current statement cycle, we will not pay you the accrued, except as otherwise required by applicable law.

Sequential Operation of Earnings Credit and Interest. The Earnings Credit Rate and the Interest Credit Rate operate sequentially and independently on a Hybrid Account. The same dollar of balance does not simultaneously generate an Earnings Credit applied toward fee offset and accrue interest. For each statement cycle, the sequence is as follows:

(1) The Average Collected Balance is reduced by any Reserve Requirement to produce the Balance Available for Services.

(2) The Earnings Credit is calculated on the Balance Available for Services and applied to offset Service Charges.

(3) If the Balance Available for Services exceeds the Threshold Balance, the Excess Balance is identified.

(4) Interest accrues on the Excess Balance at the Interest Credit Rate.

(5) Accrued interest is calculated and credited to the Hybrid Account at the close of the statement cycle.

Rate Changes. The Interest Credit Rate is a variable rate subject to change at any time at our sole discretion, without advance notice. We may establish tiered Interest Credit Rates based on Excess Balance levels, relationship tier, or other factors we determine. The Interest Credit Rate may be zero. The Bank Deposit Assessment fee described in Section 3a.v also applies to Hybrid Accounts based on Average Collected Balance.

Account Analysis Statement. We will provide you with a monthly account analysis statement for your Hybrid Account. In addition to the information described in Section 3a.v, the account analysis statement for a Hybrid Account will include, to the extent applicable: (a) the Threshold Balance for the statement cycle; (b) the Excess Balance, if any; (c) the Interest Credit Rate in effect for the statement cycle; and (d) interest accrued and credited for the statement cycle. For information regarding how we calculate analyzed fees, refer to our Account Analysis Statement guide, available by contacting Client Services (see Appendix A).

Relationship Account Grouping. At our discretion and upon your written request, we may aggregate the Average Collected Balances of multiple eligible accounts under a single relationship group for purposes of calculating the Earnings Credit applicable to a Hybrid Account. When accounts are grouped, the aggregate Earnings Credit is applied

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against the total Service Charges across all grouped accounts. Interest, if applicable, is calculated on a per-account basis. Contact Client Services (see Appendix A) for information regarding relationship grouping eligibility and requirements.

Tax Reporting. Interest paid on a Hybrid Account is interest income for federal and state income tax purposes. We may report interest paid to you to the Internal Revenue Service and applicable state taxing authorities. We will not advise you on the tax treatment or consequences of your Hybrid Account. You agree not to rely on information provided by us regarding tax or legal matters and to consult your own tax advisor.

Changes to Hybrid Account Terms; Conversion. We may add to, delete, change, amend, or otherwise modify the terms applicable to Hybrid Accounts at any time, including the Interest Credit Rate, the Earnings Credit Rate, the Multiplier formula, and eligibility criteria, in accordance with Section 1j of this Deposit Agreement. We may, at our discretion and upon notice to you in accordance with Section 1j, convert a Hybrid Account to a standard analyzed checking account or to another account type.

b. Money Market Accounts

i. Rate Information. Your Money Market account ("Money Market Account") is an interest-bearing account, unless otherwise stated. The interest rate and Annual Percentage Yield ("APY"), if applicable, are disclosed on the Money Market Account Rate Sheet issued to you at or prior to account opening.

APY is a percentage rate reflecting the total amount of interest paid on an account, based on the interest rate and the frequency of compounding for a 365-day period.

Interest may be tiered based on your balance. Depending on the type of account you open, tiered interest may be calculated using the threshold method where we apply the interest rate for the balance tier of your end-of-day balance against the entire balance of your account or the incremental method where different rates apply to different balance tiers. For some account types, balances below a specified minimum will not earn interest.

Your interest rate and APY may change at our discretion at any time without notice. For current rates and tiers, please contact Client Services (see Appendix A).

ii. Compounding and Crediting. Interest is calculated and accrued daily and credited monthly to the account. If you close your account before interest is credited, you will not receive the accrued interest. For Collateral Money Market Accounts, interest may be credited to a checking account.

If we change your account to a non-interest-bearing account, due to excessive activity as outlined in Section 3b(vii) ("Transaction Limits for Money Market Accounts") of this Deposit Agreement, you will not receive accrued interest.

iii. Minimum Balance Requirements. You may be required to deposit and maintain a minimum balance in a Money Market Account to earn the disclosed APY. Account maintenance fees may apply for each month your balance falls below a disclosed minimum. Please refer to the Product Sheets and Schedule of Fees and Charges issued to you at or prior to account opening for details.

iv. Balance Computation Method. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account at the end of each day.

v. Accrual of Interest on Noncash Deposits. Interest begins to accrue on the Business Day you deposit noncash items (e.g. checks).

vi. Account Fees. Account and transaction fees may apply. Please refer to our Product Sheets and Schedule of Fees and Charges issued to you at or prior to account opening. Fees may be deducted immediately, on the last Business Day of the month or other pre-defined date depending on the type of fee. Fees and charges are subject to change from time to time without prior notice.

vii. Transaction Limits for Money Market Accounts. For Money Market Accounts, we may implement transaction limits on the account in line with applicable federal, state, or local regulations or Bank policy.

If you have more than the allowable transfers or withdrawals in any one monthly statement cycle, we may close your account or change it to a non-interest-bearing account. If your account is converted to such an account, you may be ineligible for a Money Market Account at the Bank for a period of 12 months from the date of the conversion. If we

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change your account to a non-interest-bearing account due to excessive activity, you will not receive accrued, uncredited interest.

viii. Advance Notice. We reserve the right to require seven days' advance written notice of an intended transfer or withdrawal of funds from any Money Market Account.

c. Certificates of Deposit (Time Deposits)

Any Certificate of Deposit ("CD", "Time Deposit") account opened by you will be deemed an Account under this Deposit Agreement. CD terms and conditions shall include rate and term information, minimum balance requirements, transaction limitations, and any early withdrawal penalties. The disclosed Annual Percentage Yield ("APY") assumes interest will remain on deposit until maturity. An early withdrawal will reduce earnings. In addition, an early withdrawal penalty may reduce a portion of the principal deposit to satisfy penalty requirements.

i. Rate and Term Information. Your Certificate of Deposit is interest bearing and earns interest at fixed rate. Fixed rate means the interest rate ("rate") applied to your account will stay the same until maturity date. The interest rate, APY and the maturity date are disclosed on the Certificate of Deposit Receipt. APY is a percentage rate reflecting the total amount of interest paid on an account annually, based on the interest rate and the frequency of compounding in a 365-day period. When you open your Certificate of Deposit, you may select a term between seven (7) days and the maximum term permitted by First-Citizens Bank & Trust Company. First-Citizens Bank & Trust Company offers multiple options for Certificate of Deposit products that vary by term length. The availability of these options may change at First-Citizens Bank & Trust Company's sole discretion.

ii. Minimum Balance Requirements. You must deposit and maintain a balance at a minimum of $2,500.00 in a Certificate of Deposit to earn the disclosed APY.

iii. Compounding and Crediting. Certificates of Deposit with terms of seven (7) to thirty (30) days may have interest credited to the Certificate of Deposit or deposited to another account with us upon maturity only. For Certificates of Deposit with terms of 31 days or more, interest may be paid monthly or annually. Preference must be indicated in your disbursement instructions. If you have selected to automatically reinvest interest earned and have your CD auto renew, your interest and principal will automatically be reinvested at renewal. We only pay interest in whole cents. You must provide disbursement instructions when you open your account. Alterations to the original disbursement instructions can be updated by completing the Certificate of Deposit Closure & Maintenance Request Form.

The APY stated for the Certificate of Deposit earns simple interest without compounding and assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

iv. Balance Computation Method. We use the daily-balance method to calculate the interest on your account. This method applies a daily periodic rate to the "principal" and "accrued interest" in the account each day. The "principal" includes all deposits received and credited to your account, regardless of whether we have received credit for the deposit. The "accrued interest" in the account is interest that has been calculated on your account but not yet credited or paid. We are not obligated to pay any interest on funds from a deposited item that is returned unpaid. Interest rates are generally set based on the term selected. Rates for new time deposit accounts may vary.

v. Accrual of Interest on Noncash Deposits. Interest begins to accrue on the Business Day you make a non-cash deposit (e.g. checks).

vi. Grace Period. Maturity date is the last day on the term of your CD. The grace period begins on the 1st calendar day after maturity date. The grace period is ten (10) calendar days. You may request a full or partial redemption during the grace period. If you take action, the grace period ends on that day. If the last day of the grace period ends on a non-business day, the business day prior will be the end of the grace period. We may pay interest during the grace period at the prevailing rate for the defined term and term amount. Grace period transactions may require the closing of your CD and opening a new CD account with a new account number.

vii. CDs that do not Auto-Renew. At onboarding, you have the option to either auto-renew or hold your CD for one term (single maturity). If 'single maturity' is selected, your CD will not renew automatically and your CD will not accrue interest after the maturity date. Interest and principal disbursement will follow the distribution instructions provided.

viii. CDs that are Auto Renewable. For accounts that automatically renew at maturity for a like period, the CD will renew at our prevailing interest rate available for the specified term length. We reserve the right to change the rate of interest at each renewal period. Unless specifically stated otherwise, any special rates we are paying will not automatically apply to a renewing time deposit. You have a grace period of ten (10) calendar days after the maturity date to withdraw the funds without being charged an early withdrawal penalty. We reserve the right to terminate this

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account during any renewal period with 10 days' written notice. If you choose to withdraw your funds during the grace period, the account will cease earning interest as of the maturity date.

ix. Additional Deposits and Early Withdrawals. Time deposit customers agree to keep funds on deposit for the agreed upon fixed time period/term. As such, partial or early withdrawals and additional deposits are not permitted outside of the defined grace period. If the Bank permits an early withdrawal of principal from a time deposit, an early withdrawal penalty may be imposed and the early withdrawal penalty assessed will follow the below guidance. An early withdrawal penalty will be deducted from interest accrued first. If your account has not earned enough interest to cover the early withdrawal penalty, the remaining penalty amount owed will be drawn from the CD principal deposit.

CD Maturity	Early Withdrawal Penalty Calculation
=< 31 days	All interest earned from the date of the initial deposit is forfeited. At a minimum, an equivalent of (7) days of simple interest will be assessed as a penalty on the full amount of the deposit using the applicable rate for the account during the time of the withdrawal.
32 – 365 days	Thirty-one (31) days of simple interest will be assessed as a penalty on the full amount of the deposit, using the applicable rate applied for the account during the time of the withdrawal.
> 365 days	Ninety (90) days of simple interest will be assessed as a penalty on the full amount of the deposit, using the applicable rate for the account during the time of the withdrawal.

All disclosed APY percentages assumes interest will remain on deposit until maturity. An early withdrawal will reduce earnings.

4. Deposits

a. Source. We may accept items for deposit to your account from any source without questioning the authority of the person making the deposit. We also may give cash back to any Contracting Officer, Authorized Signer or agent, whether or not the items have been endorsed by or on behalf of you.

If you have a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account you maintain with us. We may refuse to accept a deposit (whether in cash, check or other form), limit its size or return all or part of it to you. We may also refuse a deposit after initially receiving it. We will not be liable to you for refusing a deposit, even if it causes outstanding items to be returned. We reserve the right not to accept third-party and two-party checks and may also limit the amount of funds that may be maintained in an account.

We may make funds provisionally available to you and may take steps to determine whether a check or item will be paid. After we make funds available to you, and you have withdrawn the funds, you are still responsible for checks or items you deposit that are returned to us unpaid and for any other problems involving your deposit**.** Our employees cannot represent or guarantee to you that checks drawn on or issued by other institutions, including cashier's checks, will be paid.

All deposits made by mail must be sent to our branch at 2625 Augustine Drive, Suite 301, Santa Clara, CA 95054. Deposits sent to non-branch offices may be returned. You agree your accounts are and are deemed to be held by us at this branch office.

b. Deposits – General Requirements. It is essential that all deposited checks can be recognized by our imaging equipment. All deposited checks must contain the date, payee, amount, signatures and any indorsements in dark ink colors, such as blue or black. We reserve the right to charge back any check you deposit when the deposit cannot be processed by automatic imaging equipment, without incurring liability to you. You may incur losses or expenses due to a delay in returning an unpaid check if the check is defective (e.g., the check is not capable of automated processing, or the check's endorsement is obscured by other material on the back of the check, or the endorsement is misplaced). If a check is defective when presented to us, you agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs) incurred by us in processing or attempting to process it.

c. Endorsements. Federal regulations provide that the top 1-1/2 inches on the back of a check (when read vertically from the trailing edge) is designated for your endorsement as payee. Endorsements should include "Pay to the Order of First-Citizens Bank & Trust Company, For Deposit Only," your account number and the name on the account. If you endorse a check in the area outside of the indorsement area, mark or otherwise obscure the area or make an indorsement which is illegible or incomplete, you agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs), which occurs as a result. We may indorse and/or collect items deposited to your account without your indorsement but may require your indorsement prior to accepting an item for deposit. If you deposit an item that bears the indorsements of more than one person who is not known to us, we may refuse the item, require all indorsers to be present or require that the indorsements be guaranteed by another financial institution

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acceptable to us before we accept the item. We are not required to honor any restrictions or limitations on the front or back of the item (e.g., “paid in full”).

d. Deposits – Branch Cut-off Times. If we receive a deposit on a day that is not a Business Day, we may treat the deposit as received on the next Business Day. Our Branch cut-off times are posted on our website (see Appendix A of this Deposit Agreement). Deposits made through other services/mediums (such as mobile deposit) will specify cut-off times in the Related Agreement provided for such service/medium. If you make a deposit after these hours or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

e. Items Sent for Collection. We may choose to accept some checks on a collection basis rather than as a deposit. If we send an item for collection, we will send it to the institution upon which it is drawn, but we may not credit your account for the amount until we receive final payment for the check from the other institution. This often occurs with foreign, questionable or damaged items. We can reverse any amount we have added to your account for a deposited check and send the check on a collection basis even after we have taken physical possession of the check. We may not notify you at the time the deposit is made that an item is being sent for collection. If we elect to credit your account before then, we will charge the amount back against your account if we do not receive payment for any reason. We are not obligated to dispute the reason for any return, including that the return may not comply with timing or other requirements of law or clearinghouse rules. We may impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the amount remitted). Other institutions that send or receive items for collection involving your account also may impose a fee for their services.

f. Verification and Collection. We may rely on the account number on any deposit slip or other record we receive, even if that account number is associated with a name that is different from the name you have provided. It is not our responsibility to detect any inconsistency between the account number you provide and the name. If you make a deposit, we may provide a receipt. However, the amount on your deposit receipt is based only on the deposit slip you complete. We may confirm the funds you deposit and, after review, may adjust your account for any errors — including any errors on your deposit slip. We are not required to adjust your account for discrepancies under $5.00 (five U.S. dollars). Any item that we cash or accept for deposit is subject to later verification and final payment by us and/or the payor bank. We may deduct funds from your account if an item is lost, stolen or destroyed while in transit or in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits also are subject to later verification.

g. Returned Items/Transactions. If we are notified that an item you cashed or deposited is being returned unpaid, we may attempt to redeposit the item, place a hold on the funds in question (see Section 5 (“Funds Availability”) of this Deposit Agreement) or charge your account for the amount (and any interest earned on the item), whether or not the return or notice of non-payment is proper or timely. This also applies to checks drawn on us, which are not paid for any reason, and to checks and other transactions that are returned or charged back to us in accordance with any law, regulation, or funds transfer system or clearinghouse rule. We may assess a fee for each returned item/transaction and notify you of the return orally, electronically, or in writing. Refer to your Fee Schedule for information about what fees apply and how fees are calculated for your account.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration or that there has been a breach of any warranty in connection with any item or transaction, we may charge the item or transaction back against your account, place a hold on the funds pending an investigation and/or return the funds to the maker of the item or their bank, without prior notice to you. We are not obligated to investigate the legitimacy or validity of such claims.

h. Remote Capture Services. First-Citizens Bank & Trust Company offers Remote Capture Services (called “Services” in this section) for the conversion of Valid Checks (as defined below) to “Substitute Checks”, as defined by 12 C.F.R. Part 229 (“Regulation CC”). These Services enable You to transmit paper checks converted to imaged items to First-Citizens Bank & Trust Company. The Services may include Mobile Deposit, Remote Deposit Capture, Image Cash Letter, and/or any other Services that First-Citizens Bank & Trust Company chooses to offer from time to time. This section concerns only Mobile Deposit. All other Services shall be provided subject solely to First-Citizens Bank & Trust Company’s prior approval and shall be governed by Related Agreements.

Mobile Deposit allows You to use an eligible wireless access device with access to the internet and/or a data plan (called a “Device” in this section) to take photo images of Valid Checks to create and transmit electronic deposits to your Account. You are solely responsible for any and all fees associated with the use and/or maintenance of your Device. Use of Mobile Deposit will require the download and installation of First-Citizens Bank & Trust Company’s approved Mobile Banking Application on your Device. In addition to this Agreement, you further agree to comply with the terms of the First-Citizens Bank & Trust Company Online Banking Agreement applicable to the use of your Mobile Banking Application and your use of Mobile Deposit, and with all instructions relating to Mobile Deposit that are provided to you by First-Citizens Bank & Trust Company, including via the Mobile Banking Application. Mobile Deposit is limited to single check deposits only, and other remittance materials (including but not limited to remit coupons, correspondence items, and envelopes) are not able to be processed through Mobile Deposit. First-Citizens Bank & Trust Company further reserves the right to restrict the use of Mobile Deposit when associated with deposit activity from certain jurisdictions. You understand and agree that you make to First-Citizens Bank & Trust Company

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encoding, transfer, presentment, and/or other warranties under applicable law as First-Citizens Bank & Trust Company is deemed to make under applicable law.

A ”Valid Check” within the meaning of this section means a business check payable to you in United States Dollars that contains both a valid 9-digit United States Routing/Transit Number and a valid endorsement by you. A Valid Check expressly does not include: (a) any checks that do not meet general banking standards for negotiable instruments; (b) Image Exchange Items or Substitute Checks, as those terms are defined in Regulation CC; (c) traveler’s checks; (d) checks made payable to anyone other than you; and/or (e) fraudulent items or items not authorized by the owner of the account on which the check is drawn. Unless previously approved by First-Citizens Bank & Trust Company, You will not attempt to scan and transmit to First-Citizens Bank & Trust Company any third-party Check, two-party Check or Check payable to an entity that is not an Acceptable Payee on your bank account. First-Citizens Bank & Trust Company is authorized to reject or delay processing any Check or item that is payable to an entity that is not an Acceptable Payee, as determined by First-Citizens Bank & Trust Company in its sole discretion. You agree that you will only attempt to submit Valid Checks for deposit using Mobile Deposit, and agree to indemnify and hold harmless First-Citizens Bank & Trust Company for any damages or harm allegedly suffered by either you or a third party due to an attempt by you to deposit something other than a Valid Check using Mobile Deposit, regardless of whether such deposit is ultimately accepted.

You agree that First-Citizens Bank & Trust Company will not be responsibility for your inability to scan or otherwise transmit any checks to First-Citizens Bank & Trust Company by use of Mobile Deposit in conjunction with any Device. If a scanned image of a check is not clear, does not meet the ANSI standards for image quality, or if you otherwise fail to transmit an image that meets the requirement of Mobile Deposit, you agree to deliver the original version of the check to First-Citizens Bank & Trust Company for physical deposit and not to attempt to re-submit the check via Mobile Deposit. You further agree that any check you attempt to deposit via Mobile Deposit will be endorsed by you.

You are responsible for retaining the original checks deposited using Mobile Deposit in a secure and fireproof location for at least thirty (30) days following its deposit. At the end of this storage period, you are responsible for destroying the original checks by either incinerating them or shredding them in a non-recoverable manner. First-Citizens Bank & Trust Company recommends destroying scanned items as soon as possible after this retention period to mitigate against risk of theft. You agree to make every effort to ensure that the duplication of deposits does not occur.

i. Cashing Checks or Transmitting Funds for Others. You are not permitted to use your account or other Deposit Services to cash checks or to provide our Deposit Services to others. You are not permitted to act as a payment intermediary or otherwise engage in activity that would be deemed a money services business under federal law or a money transmitter, check casher, check prorater, finance company or dealer in foreign or U.S. currency under any similar state laws, without our express consent.

j. Remotely Created Checks (Deposited to Your Account). A “remotely created check” is a check created when the holder of a checking account authorizes a payee to draw a check on that account but does not actually sign the check. It includes a demand draft. In place of the signature of the accountholder, the remotely created check generally bears a statement that the customer authorized the check or bears the customer’s printed or typed name. An “internet payment instruction” (sometimes referred to as an “electronic payment order” or “digital check”) arises from internet payment instructions for goods or services purchased that include information about an account sufficient for processing as if it were a check. The instruction is converted to an electronic “template,” and may or may not then be further converted to an imaged check for clearing through the federal or other check clearing networks.

You agree not to create or deposit remotely created checks or internet payment instructions unless we have specifically agreed in writing with you in advance that you may do so. Notwithstanding the foregoing, you authorize us to accept remotely created checks that draw against your account if they are presented to us through normal banking channels for deposit to your account. You also agree that we may honor settlement on any internet payment instruction that is created by you, if they occur. You agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys’ fees and costs) incurred by us in processing or attempting to process any remotely created check or internet payment instruction deposited without our prior written permission. If you deposit an item that is a remotely created check or internet payment instruction, whether done with or without our permission, you guarantee it was authorized by the accountholder for payment in the amount it shows.

k. Contaminated or Mutilated Deposits. A contaminated deposit is one damaged by or exposed to a contaminant to the extent that it cannot be processed under our standard procedures or may pose a health or safety risk. A mutilated deposit is one that has been damaged or is in such condition that its value is questionable. We will not accept and you agree not to deposit contaminated or mutilated checks, coins or currency.

l. Transportation. We may require an armored carrier or courier service (“Carrier/Courier”) to pick up and deliver valuable items such as currency, documents and other materials, unless we agree otherwise. You are responsible for any charges associated with these services. The Carrier/Courier is an independent contractor. However, if the Carrier/Courier is deemed to be an agent, you and we agree that the Carrier/Courier is your agent and not ours, even though we may pay for the cost of such services. We are not responsible for any liability that you incur as a result of the Carrier/Courier’s transportation of currency, documents or other materials until we acknowledge receipt of the same in writing.

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m. Overdraft Protection. You may, subject to our approval, enroll in our Overdraft Protection ("Overdraft Protection"), which enables us to transfer funds either from a Money Market Account or checking account designated by you (the "Transfer Account") to a checking account designated by you (the "Overdrawn Account") for purposes of satisfying any overdraft in the Overdrawn Account. If the available balance in the Transfer Account is insufficient to satisfy in full the amount of the overdraft in the Overdrawn Account, we will transfer the entire available balance in the Transfer Account to the Overdrawn Account. In that event, you will still incur an overdraft and may incur overdraft fees, as specified in the Fee Schedule. We will use our best efforts to notify you promptly of any overdraft transfer from the Transfer Account, including if the available balance in the Transfer Account is insufficient. Each transfer made in the Overdraft Protection shall constitute an authorized Payment Order.

To enroll, you will need to complete an enrollment form ("Overdraft Protection Enrollment Form"). Your Overdraft Protection Enrollment Form and any electronic documents presented to you via Online Banking Services or by other means (e.g., statement notices, mail) that relate to the Overdraft Protection are incorporated into these terms and collectively form the agreement you have with us regarding the Overdraft Protection. We may add to, delete, change, amend or otherwise modify these terms or any electronically presented document at any time. We may terminate your enrollment in the Overdraft Protection in our discretion at any time. We may modify, change or amend the terms of the Overdraft Protection by providing you with prior written or electronic notice, by posting the notice or an amended agreement or other document on our website or by delivering it to you. Your use of the Overdraft Protection after being presented with such a written or electronic document constitutes your agreement to the terms of that document.

n. Zero Balance Account Service. You may, subject to our approval, enroll in the Zero Balance Account Service ("ZBA Service"), which allows you to transfer funds between a designated Account ("Parent Account") held in the name and tax identification number of a single client of the Bank (the "Parent Account Client") and one or more other designated Accounts ("Secondary Account(s)"), whether each such Secondary Account is held by such Parent Account Client or is held in the name and tax identification number of a different client of the Bank (a "Secondary Account Client"). We may, but are not required to, permit such a ZBA Service relationship between a Parent Account Client and one or more Secondary Account Clients (a "ZBA Relationship").

At the close of each Business Day, we will transfer funds between the Parent Account and each Secondary Account to achieve the target balance for each Secondary Account designated in the enrollment form for the ZBA Service ("ZBA Service Enrollment Form"). If the balance in any Secondary Account exceeds the applicable target balance, First-Citizens Bank & Trust Company will transfer the excess funds from such Secondary Account to the Parent Account. If the balance in any Secondary Account is less than the applicable target balance, First-Citizens Bank & Trust Company will transfer funds from the Parent Account to such Secondary Account in the amount needed to achieve the applicable target balance. Each transfer made using the ZBA Service shall constitute an authorized Payment Order. We may terminate your enrollment in the ZBA Service in our discretion at any time. We may also immediately suspend or terminate the ZBA Service upon notice to you if there is an overdraft in the Parent Account or any Secondary Account, including after giving effect to any transfer made under the ZBA Service. An Account may not be enrolled in the ZBA Service, regardless of whether it is a Parent Account or a Secondary Account, at the same time that it is enrolled in our Overdraft Protection, regardless of whether it is a Transfer Account or Overdrawn Account.

Each Secondary Account Client, if any, hereby grants the Parent Account Client in any such ZBA Relationship the unconditional and irrevocable authority to add to such ZBA Relationship new Secondary Accounts in the name and tax identification number of any additional Secondary Account Client and to remove any existing Secondary Account from such ZBA Relationship. Only the Parent Account Client, on behalf of any Secondary Account Client, may modify an existing ZBA Relationship. Notwithstanding, we may modify, change or amend the terms of the ZBA Service by providing notice to the Parent Account Client with prior written or electronic notice, by posting the notice or an amended agreement or other document on our website or by delivering it to you. Your use of the ZBA Service after being presented with such a written or electronic document constitutes your agreement to the terms of that document.

You hereby represent and warrant to First-Citizens Bank & Trust Company that the transfer of funds described the ZBA Service Enrollment Form, and the commingling of funds resulting therefrom, does not violate any applicable law or any agreement applicable to such client, including any Secondary Account Client. In providing the ZBA Service, we are relying upon the foregoing representation and warranty, and you agree that our reliance and actions taken based on the foregoing do not constitute negligence or willful misconduct. In addition to the other indemnities set forth in this Deposit Agreement, the Parent Account Client hereby indemnifies us, and, if there is a ZBA Relationship, the Parent Account Client and each Secondary Account Client, hereby jointly and severally indemnifies us, for all obligations, including overdrafts, losses, claims, fees, costs, expenses, agreements, covenants, liabilities, representations and warranties, whether now existing or hereafter arising under, or in connection with, its or their participation in the ZBA Service, whether claimed by us or a third party (collectively, the "ZBA Obligations"). In addition to any other rights we may have under this Deposit Agreement or any Related Agreement, each Parent Account Client and Secondary Account Client hereby indemnifies, defends and holds us harmless in connection with any dispute with any other client in a ZBA Relationship with it in connection with the ZBA Service. Moreover, we may set off without notice

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against any account of a Parent Account Client or any Secondary Account Client for any ZBA Obligation owed to us in connection with the participation by such Parent Account Client or Secondary Account Client in the ZBA Service. This section shall survive termination of this Deposit Agreement.

To induce us to provide the ZBA Service to you, the Parent Account Client absolutely, irrevocably, and unconditionally guarantees to us full and prompt performance and payment when due (by acceleration or otherwise) of all ZBA Obligations. The liability of the Parent Account Client under this guaranty shall be absolute and unconditional irrespective of any lack of genuineness, validity, legality or enforceability of any document, agreement or instrument related thereto or any assignment or transfer thereof. This is a continuing guaranty and shall remain in full force and effect and be binding upon the Parent Account Client and its successors and permitted assigns, if any. This guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the ZBA Obligations of any client, or any part thereof, is, upon the insolvency, bankruptcy or reorganization of such client or otherwise pursuant to applicable law, rescinded or reduced in amount or must otherwise be restored or returned by us, all as though such payment or performance had not been made. Parent Account Client authorizes us, without notice or demand and without affecting the Parent Account Client's liability hereunder, from time to time to renew, extend, accelerate, compromise, settle, restructure, refinance, refund or otherwise change the amount and time for payment or performance of the ZBA Obligations, or otherwise change the terms of the ZBA Obligations or any part thereof. The guaranty of Parent Account Client hereunder is that of a primary obligation and not merely a surety and is independent of the indemnity for any ZBA Obligations. The Parent Account Client unconditionally waives any right to require us to: (i) proceed against any other client or other obligor with respect to the ZBA Obligations, provided we have first given notice of default to the client and Parent Account Client and the client has failed to cure the default within two (2) days of such notice; (ii) proceed against or exhaust any security held directly or indirectly on account of the ZBA Obligations; or (iii) pursue any other remedy in our power whatsoever. Parent Account Client hereby waives: (a) notice of acceptance of this guaranty and of any extension of any loan or other financial accommodation by us to any client; (b) presentment and demand for payment of the ZBA Obligations; (c) protest and notice of dishonor or default to the Parent Account Client or any other party with respect to any of the ZBA Obligations; and (d) all other notices to which Parent Account Client might otherwise be entitled. Parent Account Client agrees to pay all attorneys' fees and charges, the allocated cost of internal legal services, and all other costs and expenses which may be incurred by First-Citizens Bank & Trust Company in the enforcement of this guaranty.

Each Secondary Account Client enrolled in the ZBA Service hereby authorizes Parent Account Client to request and consent to any waiver or assignment hereunder for and on behalf of such Secondary Account Client with respect to such ZBA Relationship. Parent Account Client and each Secondary Account Client agree to notify us promptly of any consolidation, merger, sale or conveyance of Parent Account Client or such Secondary Account Client or the sale or conveyance of any controlling interest in Parent Account Client or such Secondary Account Client to the extent no longer affiliated with Parent Account Client and the remaining Secondary Account Clients, and upon such occurrence we shall be entitled to terminate the ZBA Relationship with respect to such Secondary Account Client upon written notice to the Parent Account Client. Parent Account Client may, on behalf of all its existing Secondary Account Clients, add additional Secondary Account Clients to the ZBA Relationship via an additional ZBA Service Enrollment Form signed by such Parent Account Client and each additional Secondary Account Client in such ZBA Relationship, and otherwise act for and on behalf of each such Secondary Account Client as described herein.

5. Funds Availability

a. Your Ability to Withdraw Funds. Our policy is to make funds from your cash and check deposits available to you immediately after we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, if you make a deposit at a branch prior to its closing time on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the branch closes or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

b. Longer Delays May Apply. In some cases, we will not make all of the funds that you deposit by check available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit. The first $275 of your deposits, however, will be available on the first Business Day.

If we are not going to make all of the funds from your deposit available on the first Business Day after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you or electronically communicate the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling in excess of $6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh Business Day after the day of your deposit.

c. Special Rules for New Accounts. If you are a new client (customer) of the Bank, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first $6,725 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over $6,725 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check is not made in person to one of our employees, the first $6,725 will not be available until the second Business Day after the day of your deposit. Fund from all other check deposits will be available on the 11th Business Day after the day of your deposit.

d. Holds on Other Funds. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available to withdraw until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

6. Checks and Withdrawals; Reporting Unauthorized Transactions to First-Citizens Bank & Trust Company

a. Checks — General Requirements. All checks written on your account must be drawn in U.S. dollars, must include a payee, valid date, amount in words and figures, and must be signed by a Contracting Officer or Authorized Signer, as detailed on your Signature Card.

We may refuse to honor any transaction if the funds on deposit are insufficient or unavailable to cover the transaction, there is a dispute or question as to the ownership of account funds or due to regulatory or legal reasons.

If there is a discrepancy in a check you have written between the amount in numbers and the amount in words or embossed numbers, we will utilize the amount in words in paying the item, or we may dishonor the item, without liability to you or the payee of the item.

We may refuse to pay any check that bears a signature that (in our opinion) does not satisfactorily compare with the specimen signature on file with us. We may pay any check that bears a signature or endorsement (including a facsimile signature) resembling an authorized signature on file with us. You agree that signatures by your Contracting Officers or Authorized Signers are valid, even if the principal agent relationship is not indicated on the check or instruction.

We may honor checks or other charges drawn against your account by Contracting Officers or Authorized Signers even if the checks or other charges are made payable to the person writing or authorizing the check or other charge, to cash (although at our discretion we may decide not to pay a business check payable to cash) or for deposit to their personal account. We have no duty to investigate or question withdrawals or the application of funds withdrawn.

We may decline to honor checks or other charges that are presented for payment against your account that we believe you may not have issued or authorized. You agree that we shall incur no liability to you for doing so.

You may authorize a merchant or other payee to make a one-time electronic payment debit from your checking account using information from your check. Checks may be converted to an electronic check and processed using the ACH system.

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b. Check Standards. Check prices vary according to the types of checks you select. You can obtain information on the current price of checks by contacting Client Services (see Appendix A). Check charges may vary from time to time without specific notice to you. You are responsible for verifying the accuracy of all information shown on your checks and deposit tickets. If you find an error, please notify us immediately. We are not liable for losses resulting from incorrectly printed checks or deposit tickets.

You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

c. Safeguarding Your Checks and Check Security Features. We make checks available that include fraud prevention features and also offer Fraud Control Services (see Section 9 ("Fraud Control Services") of this Deposit Agreement). If you choose not to use the security features, programs and services we offer, you are assuming the risk of any losses that could have been prevented if you had used the feature, program or service.

You agree to safeguard your blank and canceled checks and to take reasonable steps to prevent their unauthorized use. You should store them under dual control in a secure, locked location that is accessible only to authorized personnel. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement checks.

d. Checks Bearing Notations. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Two Signatures Required," "Void over $50.00," "Payment in Full" and the like), whether on the front or back of the item, in any form or format, regardless of whether such restrictions or notations have been followed. If you cash or deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item.

e. Check Images. We do not return your original paid checks to you. Your original checks may be destroyed shortly after we process the checks, but images are available online and are made available to you each month with your account statement. If you cannot access your images online or you do not receive them with your statement, you can obtain copies of your checks by sending us a written request. There may be a fee associated with this service, and we are not required to provide copies that are older than seven years from the date they were negotiated. We will not be responsible for direct, consequential, indirect, punitive, or special damages under any circumstances for our inability to provide a copy of a check. Our liability, if any, shall not exceed the lesser of (i) your actual loss or (ii) a total of $500.00 if we are unable to provide a copy or image of a check(s), and you must provide us with proof of loss reasonable to us.

f. Processing Checks for Payment – Cut-off Times. For purposes of allowing time to process items, we may treat checks presented for payment as received the next Business Day if the checks are presented to us at any time after our cut-off times on a Business Day (see Appendix A of this Deposit Agreement) or at any time on a day that is not a Business Day.

g. Check Verification. We typically process checks on an automated basis, based on the information encoded on the items (the check's magnetic ink character recognition (MICR) line). This means that we may not visually examine each, or any, of your checks to determine if they are properly completed, signed or endorsed, and we assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, mis-encoded items or checks lacking an encoded serial number. We have no duty to review any check that you deposit or cash to determine if it is altered, forged, fraudulent or counterfeit. Although we may review checks from time to time, you understand and agree that reasonable banking and commercial standards do not require us to do so.

h. Facsimile Signatures. You agree not to use facsimile signatures on checks unless we receive representative samples and approve their use. We may refuse to accept or may pay items bearing facsimile signatures. You agree to assume full responsibility for any and all payments made by us in reliance upon signatures that resemble the actual or facsimile signature (without regard to variation in color or size) that you or any Contracting Officer or Authorized Signer provides to us in connection with your accounts, products or services even if it was affixed without your knowledge or consent. You authorize us to pay any check that appears to bear your authorized facsimile signature without further inquiry. You agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs) arising directly or indirectly from the misuse or the unlawful or unauthorized use or copying of a facsimile signature (whether affixed manually, by stamp, mechanically, electronically or otherwise).

i. Checks – Signature Requirements. We do not offer accounts on which two or more signatures are required for a withdrawal or other instruction on a check. If you indicate on your Signature Card or other account opening document that more than one signature is required, this indication is for your own internal procedures, and it is not binding on us. We may attempt, on occasion, to enforce any multiple signature requirement, but we may cease to do so at any time without prior notice to you. We may act on the instruction or pay out funds from your account if the check or other charge is signed or

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authorized by (or otherwise authenticated as being the act of) any Contracting Officer or by any Authorized Signer (including when acting alone), and we shall have no liability to you for doing so.

j. Photocopies. Checks and other items are sometimes lost during processing or while in transit. If a photocopy of a check or other item that appears to be drawn on your account is presented to us for payment in place of the original, we may, without your prior consent, pay the item or require a written confirmation from the other financial institution that the original item has been lost or destroyed prior to us paying the photocopy. We will not incur any liability in the event the original item is later presented to and paid by us, unless a stop payment order is in effect for the check.

k. Post-Dated, Stale-Dated and Conditional Checks. Processing checks is a highly automated service, and we use commercially reasonable efforts to process them. We may pay or return checks drawn on your account if one or more of the following are true: The check is dated after the date it is presented to us for payment (we will return it if you order us in writing not to pay a specific post-dated check, and we specifically agree to follow your instruction); the check is presented to us for payment more than six months after the date on the check (commonly known as a stale-dated check); a stop payment order previously requested has expired; the check contains language that purports to make it void before the time it was paid; or the check contains other language that purports to establish conditions under which it may be paid. You agree that we are authorized to pay any such checks and that we shall not be liable for damages or losses caused by doing so.

l. Substitute Checks and Your Rights.

What is a Substitute Check?
To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What Are My Rights Regarding Substitute Checks?
In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (e.g., if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover may include the amount that was withdrawn from your account and the fees that were charged as a result of the withdrawal (e.g., bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500.00 of your refund (plus interest, if your account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest if your account earns interest) no later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make a Claim for a Refund?
If you believe that you have suffered a loss relating to a substitute check that you received and was posted to your account, please telephone us at 408.654.4636, or write to us at:

First-Citizens Bank & Trust Company
Attn: Deposit Operations / Substitute Check Refund Claim
2625 Augustine Drive, Suite 301
Santa Clara, CA 95054.

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We may extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (e.g., you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss.

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• An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and

• A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check.

m. Stop Payment Orders. Any Contracting Officer or Authorized Signer on your account may request us to stop payment on a check or transaction, even if that person was not the maker of the check or the one who initiated the transaction. Your stop payment order must include the account number, check number, exact amount (dollars and cents), check or transaction date and the name of the payee. We will not be liable for paying a check or transaction over a stop payment order if the order is incomplete or incorrect. We must receive stop payment orders, renewals or cancellations at a time and in a manner which affords us a reasonable opportunity to act upon them before final payment of the item, whether delivered in person, by facsimile, telephone or via our Online Banking Services. The time allowed to make stop payment orders cannot extend beyond the time we have under applicable law, regulations and rules to return the item or give notice of its dishonor or nonpayment. We are not bound by stop payment orders received after a check was paid.

There is a per check/transaction charge for each stop payment order. Stop payment orders are valid for six months. After that time, the check may be paid and charged to your account unless you renew the stop payment order in writing for an additional fee. We are not required to accept oral stop payment orders. If we elect to act upon an oral stop payment order, you agree to promptly confirm the order in writing and deliver it to us. If you fail to do so within 14 calendar days, we may release the stop payment without notice to you. Our records will be conclusive evidence of the existence, details of and our decision regarding any oral stop payment order or its revocation.

If we pay a check on which there is a valid and timely stop payment order, we may be responsible to you for up to the face amount of the item if you establish that you suffered a loss because we paid the check. Our liability, if any, is limited to the actual loss suffered, up to the amount of the check. If we re-credit your account after paying a check over a valid and timely stop payment order, you must transfer all your rights against the payee or other holder of the check to us, submit a signed statement describing the dispute with the payee or holder and assist us in any legal action against such payee or holder.

Anyone holding the check, including the Bank, may be entitled to enforce payment against you despite the stop payment order. You agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs) incurred by us or related to and arising from our action in stopping payment on a check.

You may not stop payment on point-of-sale debit card transactions or checks or payments guaranteed by us. You should contact Client Services (see Appendix A) immediately if you wish to stop the payment of a check that has been converted to an electronic transaction by a merchant. Electronic transactions are often processed on the same day and cannot be stopped with a regular check stop payment order, if at all.

You do not automatically have the right to stop payment on a cashier's check you purchase from us. If a cashier's check is lost, stolen or destroyed, please contact us for the procedures to obtain reimbursement or have the cashier's check reissued. In general, you must complete a Claim for Lost, Stolen or Destroyed Cashier's Check ("Declaration of Loss") form describing the cashier's check and how it was lost, stolen or destroyed and sign the Declaration of Loss under penalty of perjury. We must then wait 90 days from the date the check was issued before we can act on your request. If 90 days has already passed, we will act on your request within a reasonable time. If the check is presented during the 90-day waiting period, we may pay the item to a person entitled to enforce the check. If this happens, we are not required to honor your request for reimbursement or reissuance.

n. Check Block. In addition to stop payment order(s), any Contracting Officer or Authorized Signer on your account may request that we block *all* checks on a specified account by written request. If you make any request to block all checks, you agree to indemnify us against any liability, damage, or expense incurred by us on account of refusal to pay such check payment(s). In the event of payment contrary to a requested check block, our liability shall be the actual loss sustained but shall not exceed the amount of the check. A check block shall remain in effect until written notice is received from an Authorized Person to remove the block. We must have a reasonable period of time after you place or remove a check block to act upon it. Check blocks only block checks: other payment types, including but not limited to, ACH debits as a result of converted checks (Check to ACH). Cashier's checks purchased from us are not eligible for check blocks.

A check block may include a periodic service fee.

o. Non-Client Transactions. If a non-client presents a check written by you for payment in person at one of our branch offices, we may require authorization from you before paying the check or refuse to cash it. We may require unexpired government issued identification from the payee and/or use other fraud prevention methods. If a payee presents a check of yours for payment that is drawn on us, you agree that we may impose fees or charges in connection with our handling of the check (e.g., this may include assessing a fee or charge on a non-client payee who seeks to cash a payroll check issued by you). You agree that none of the foregoing shall be deemed to be wrongful dishonor by us.

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p. Electronic Presentment/Posting. We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned or if we receive notice that your check or electronic payment (e.g., in connection with a point-of-sale) is being processed for collection. Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the payment system, even if that amount exceeds the actual amount of the transaction. This action could affect the balance available to cover other transactions.

q. Remotely Created Checks (Drawn on Your Account). If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks or internet payment instruction (i.e., items which do not bear your actual signature but purport to be drawn with your authorization), you authorize us to pay such items even though they do not contain your actual signature and may differ from the amount, frequency or timing you authorized to be charged. This provision shall not obligate us to honor such items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items previously.

r. Debiting or Freezing Your Account. We may debit or place a hold on funds in your account for your checks or other charges:

- If the check or other charge is difficult to process because it is a photocopy; because the endorsement or the information encoded on the check is obscured, missing or inconsistent; or it is otherwise defective.
- On the day we receive the checks, or they are presented or returned to us, whether by physical delivery or electronically.
- At an earlier time or later time if we are informed by any method that a check you deposited is being returned unpaid (e.g., before we actually receive the returned check).
- At an earlier time or later time if we receive an electronic or other notice that a check or other charge has been deposited for collection (or return) in another financial institution, or if a business notifies us that it is processing an electronic transaction against your account (e.g., a point-of-sale purchase using an ATM card or a debit card).

If we suspect that irregular, unauthorized or unlawful activities may be occurring in connection with your account, we may, but are not required to, place a hold on the balance in your account (and in other accounts you maintain with us) pending an investigation of such suspected activities. If we do this, we will give any notice as required by law. We may also freeze or debit your account pursuant to a valid court order.

Whenever we debit or place a hold on your account, the resulting balance in your account is a balance we may use in making decisions to dishonor or return checks or other charges. Once we have calculated your balance, we are not obligated to but may at any time recalculate it for the purpose of making such decisions.

s. Cash Withdrawals. We may require that you give us advance notice no later than 11:00 a.m. Pacific Time seven (7) Business Days preceding the day of withdrawal of $10,000 or more in cash. We may also require this advance notice from the payee of your checks, if the payee seeks to cash a check of yours of $10,000 or more in value. You agree that the foregoing will not be deemed wrongful dishonor by us. We assume no responsibility to provide personal protection for clients or others who elect to carry large sums of money off our premises. We may charge a fee for certain cash requests or special delivery services.

t. Purchase of Monetary Instruments. Cashier's checks or other monetary instruments sold by us may be purchased only with a check drawn on or a debit to an First-Citizens Bank & Trust Company transaction account. We may refuse to permit a purchase with cash, or we may require that cash first be deposited into an First-Citizens Bank & Trust Company account in order to purchase a monetary instrument. Clients with non-transactional deposit accounts, such as time deposits, should speak to Client Services (see Appendix A) for special processing of their transaction.

u. Reporting Unauthorized Transactions and Errors. If you discover an error, forgery, alteration or other unauthorized activity involving your account, you must notify us promptly by telephone and promptly provide all the relevant facts in writing, including a description of the transaction or error and the identity of any suspected perpetrator. You should contact Client Services (see Appendix A) immediately to report the unauthorized activity or error. You agree to complete an affidavit relating to the unauthorized transactions or error if requested by us.

You agree to carefully and promptly review all statements and notices we send or make available to you. Your statements will be deemed to provide sufficient information about your checks and other transactions for you to determine whether there

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was an error or unauthorized transaction if the statements provide you with the check or transaction number, the amount and the date of payment.

You are in the best position to discover and report any errors or unauthorized transactions involving your account. You must notify us within a reasonable time, not exceeding 30 days following the earlier of: (i) your discovery of an error or unauthorized transaction; and (ii) the date we first make available to you the statement or other information about the item or transaction that shows the error or unauthorized transaction. If you do not notify us in accordance with the foregoing, then: (i) we will not be responsible for subsequent unauthorized transactions by the same wrongdoer; and (ii) you are precluded from asserting the error or unauthorized transaction against us. For purposes of the foregoing, "errors or unauthorized transactions" include but are not limited to an unauthorized signature, alteration, forgery, counterfeit check or other unauthorized transaction involving any of your checks or accounts.

If you claim a credit or refund because of an error or unauthorized transaction, you agree to provide us with an affidavit containing whatever reasonable information we require regarding your account, the transaction and the circumstances surrounding the claimed loss. We must receive your declaration within 10 days of our request. If applicable, you also agree to make a report to the police and to provide us with a copy of the report, upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your account, unless otherwise required by law.

Our maximum liability will never exceed the amount of actual damages proven by you and may be further limited by this Deposit Agreement or other agreements with you. Our liability will be reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. We are not required to provide a revised statement in the event an error is discovered.

You agree to pursue all rights you may have under any insurance policy covering any loss and to provide us with information regarding coverage. Our liability will be reduced, proportionately in accordance with our responsibility for any loss, by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision. You waive all rights of subrogation against us with respect to any insurance policy or bond.

See Section 12n ("Confirmations and Monthly Account Statements") of this Deposit Agreement for additional requirements for reporting unauthorized wire transfers, ACH transactions and bill payments.

7. Dispute Resolution; Limitation on Liability; Indemnity; Time to Bring an Action

a. Disputes. If you have a dispute with us, the following provisions apply:

Dispute Resolution – No Jury Trial

To the extent allowed by law, if a dispute arises between you and us regarding the Agreement or any service, you and we waive any right that you and we may have to request a jury trial.

Venue

As to any dispute with us, you and we consent to the exclusive jurisdiction of the state court located in New York, New York, or a federal court sitting in the Southern District of New York.

b. Limitation of Liability. Except as otherwise stated in the Agreement or as specified by law, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence. "Ordinary care" requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us that is otherwise established by the laws governing your account. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations.

We are not liable for any cost, expense, loss, damage, harm, error, failure to perform or delay (collectively "Loss") caused by or arising from: (i) any inaccuracy, act or failure to act of any person not within our reasonable control (such as the failure of other financial institutions to provide accurate or timely information); (ii) the failure of other financial institutions to accept or perform in connection with checks or other charges; (iii) your negligence or breach of the Agreement (such as failing to recognize unauthorized transactions or to keep your security procedures confidential); (iv) any ambiguous or inaccurate instruction; or (v) an accident, fire, flood, war, riot, electrical, mechanical or communication failure; acts of third parties; acts of God; or any cause beyond our reasonable control.

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Our liability for any act or failure to act is limited to your direct Loss (and interest on that Loss, if required by law, at the average Federal Funds rate at the Federal Reserve Bank of New York for the period). Except if specifically imposed by statute that cannot be waived between parties, WE ARE NOT LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING LOST PROFITS AND/OR OPPORTUNITY OR REPUTATIONAL HARM, EVEN IF WE WERE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

c. Indemnity. In addition to any other rights we may have under the Agreement or any Related Agreement, or at law or in equity, you agree that you will indemnify, defend and hold harmless the Bank and our directors, officers, shareholders, employees, and agents, managers, advisors and representatives against any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs), that result from or arise out of: (i) the wrongful acts or omissions of you, or any person acting on your behalf (including without limitation your authorized processors) in connection with your use of your accounts or services we offer to you under the Agreement, including, without limitation: (A) the breach by you of any provision, representation or warranty of the Agreement; (B) the negligence or willful misconduct (whether by act or omission) of you, your customers, your authorized processor (if any) or any third party on behalf of you; (C) any misuse of the account or services by you or any third party within the control or on behalf of you; or (D) the failure by you to comply with applicable state and federal laws and regulations applicable to you or your business, or your failure to comply with applicable rules of any check or payment clearinghouse (e.g., rules of the automated clearing house) or a card association (e.g., MasterCard or Visa); (ii) any act or omission of ours that is in accordance with the Agreement or instructions from you; (iii) actions by your authorized processor or any third party acting on your behalf, (e.g., the introduction of viruses that delay, alter or corrupt the transmission of information to us); or (iv) any loss or corruption of data in transit from you or your authorized processors to us.

d. Limitation on Time to Bring Action. Section 6t ("Reporting Unauthorized Transactions and Errors") of this Deposit Agreement describes your obligations to report unauthorized transactions and errors to us and the timeframes (not to exceed 30 days) for doing so. Failure to follow these timeframes may preclude you from later asserting against us that an unauthorized transaction or error occurred.

Without limiting any other duties you may have, unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under the Agreement or by law with respect to your account or any account service must be commenced no later than one year after the day the cause of action accrues, unless a shorter time is provided in this Deposit Agreement or a Related Agreement. We abide by federal and applicable state record retention laws and may dispose of any records that have been retained or preserved for the period set forth in these laws. Any action against us must be brought within the period that the law requires us to preserve records unless applicable law or this Deposit Agreement provides for a shorter limitations period.

8. Account Security – Protecting Your Account

a. Authentication Procedures – You Are Responsible for Unauthorized Transfers or Payment Orders. First-Citizens Bank & Trust Company provides certain procedures, features and functionality ("Security Procedures") that are provided through and as part of our Online Banking Services and other Deposit Services that are intended (1) to verify the authenticity of Electronic Communications from you to us; (2) to help secure and protect your account and data from misuse, fraud and theft; and to verify the authenticity of wire transfers and payment orders. These Security Procedures include but are not limited to process controls, technological controls and third-party applications, described in this Deposit Agreement or an applicable Related Agreement and in connection with our Online Banking Services (including manuals, agreements, disclosures and other documents made available to you through our Online Banking Services).

You agree that the authenticity of wire transfers and payment orders issued to us in your name as sender will be verified pursuant to the Security Procedures. A wire transfer or payment order that is received by First-Citizens Bank & Trust Company is effective as an order issued by you and will be binding on you, whether or not authorized by you, if the payment order was accepted in good faith by us and in compliance with the Security Procedures. Refer to Section 12 (and in particular Section 12a – "Transfer Requests and Charging Your Account – YOU ARE RESPONSIBLE FOR UNAUTHORIZED TRANSFERS") of this Deposit Agreement for more details. Without limiting the provisions of Section 12, you agree that an authenticated Electronic Communication that includes instructions for wire transfers or payment orders will serve as your "digital signature," and we may rely and act upon it.

You should take all necessary steps to ensure your electronic access capabilities are not monitored and that your authentication procedures (e.g., passwords, PINs or other authentication credentials) are kept and remain confidential and secure. As described in Section 12a ("Transfer Requests and Charging Your Account – YOU ARE RESPONSIBLE FOR UNAUTHORIZED TRANSFERS") of this Deposit Agreement, you agree to review all Security Procedures and to make a decision as to whether they are commercially reasonable for you to protect against unauthorized transactions. If you decide that a higher level of security is needed or appropriate, you agree to inform us immediately.

Failure to properly use, incorrect use of or disabling Security Procedures increases your exposure to fraud and misuse and puts your accounts and data at an increased risk of loss. It is your responsibility to review, implement, revisit and ensure that

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appropriate physical, technical and procedural risk mitigation systems are implemented by you to your satisfaction and establish parameters limiting or restricting transactions.

You agree to inform us immediately if you have any reason to believe that your authentication procedures have been or may have been compromised or known to any unauthorized person, or if an electronic banking service has been, or is likely to be, used in an unauthorized manner.

b. Protecting Your Identity –Tips on Safe Account Practices. Prevention measures and early detection are two of the main factors in reducing exposure to fraud and embezzlement. At all times, you should ensure you take precautions as to who has access to your financial records. As between First-Citizens Bank & Trust Company and you, you are responsible for your employees' and agents' compliance with the terms of this Deposit Agreement or any Related Agreement.

If you become aware of a possible fraud situation, contact us immediately using the information found in Appendix A. These guidelines reflect some common-sense practices that you should consider in mitigating your own risks, including but not limited to:

- Separating responsibility for issuing payments (e.g., ACH, checks, credit card, wires) from that of balancing and reconciling statements. When the same employee performs both functions without external audit, fraud can go undetected.
- Reviewing and reconciling bank statements as you receive them. Watch for checks cashed out of sequence and checks payable to cash.
- Regularly examining your account activity to identify unauthorized activity and reporting unauthorized transfers or errors in accordance with the timeframes and other requirements of this Deposit Agreement.
- Storing your reserve supply of blank checks, canceled checks and bank statements in a secure, locked location that is accessible only to authorized personnel.
- Shredding or destroying any checks you do not intend to use.
- Protecting your PINs, access codes and passwords to avoid unauthorized account transactions. Never disclose your PIN or password to anyone. Our employees will never ask you for your PIN, and we will not send unsolicited emails to you that request personal information.
- Maintaining confidentiality of online credentials by not sharing them with others.
- Having Financial Malware detection tools installed on computers (e.g., Trusteer).
- Change passwords often and avoid using the same or similar passwords for multiple accounts.
- Practice protocols for breach control and train your current employees regularly on the protocol.
- Train your employees not to click unknown or personal email attachments/links using company computers.
- Consistently assess your fraud prevention plan for vulnerabilities.
- When in doubt, contact us using the information found in Appendix
- A. Do not use unknown phone numbers or attempts to have you email unknown addresses.

Failure to properly follow these guidelines may put your account and/or identity at risk and we may deny a claim for monetary loss if you failed to follow these guidelines.

9. Fraud Control Services

If you enroll in our Fraud Control Services (the "FC Services"), your use of the FC Services will be governed by the following terms (the "Terms"):

a. Introduction. First Citizens Bank offers several FC Services:

Standard Check Positive Pay Service

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Standard Check Positive Pay with Payee Validation Service
Reverse Check Positive Pay Service

ACH Positive Pay - Debits
Transaction Blocking – Block All ACH Debits

ACH Positive Pay - Credits
Transaction Blocking – Block All ACH Credits

You may use one or more of these FC Services after you have been approved by us for FC Services. FCS Check Positive Pay, ACH Positive Pay and ACH Transaction Blocking services are available on US domiciled Analyzed Demand Deposit Accounts (DDAs) only. You should discuss any fraud prevention needs you have with your account representative. You will need to complete an enrollment form ("FCS Enrollment Form") before using FC Services, and in some cases set up and testing may be needed. Your FCS Enrollment Form and any electronic documents presented to you via Online Banking Services or by other means (e.g., statement notices, mail) that relate to FC Services are incorporated into these Terms and collectively form the agreement you have with us regarding FC Services. We may add to, delete, change, amend or otherwise modify these Terms or any electronically presented document at any time. Your use of FC Services after being presented with a written or electronic document that is associated with FC Services also constitutes your agreement to the terms of that document. We may modify, change or amend these Terms by providing you with prior written or electronic notice, by posting the notice or amended terms on our website, or by delivering it to you. You may choose not to accept any such modification, change or amendment by terminating the applicable FC Services.

Your use of FC Services does not relieve you of any of the obligations under the DADS or these Terms to discover and report unauthorized signatures, alterations or endorsements on checks or other unauthorized uses or other discrepancies in your Account. Nor does your use of FC Services or our receipt of information associated with FC Services increase our duty with respect to accounts or the payment of checks or ACH entries. Your obligation to report unauthorized use applies to both checks and ACH entries. Cut-off times for using FC Services are posted on our Online Banking Services.

b. Standard Check Positive Pay Service (and with Optional Payee Validation)

(i) General. Check Positive Pay Service (including Reverse Positive Pay and the optional Payee Validation Service) are FC Services that may assist your efforts to reduce fraudulent activities by allowing you to monitor your Account. For Check Positive Pay Service, you agree to select a payment default option of either "Pay All" or "Return All" ("Payment Default Option"). Your Payment Default Option selection may be provided to us in your FCS Enrollment Form or otherwise in a manner satisfactory to us. Except as otherwise specified, terms applicable to the Check Positive Pay Service also apply to the optional Payee Validation Service and Reverse Positive Pay Service. Note: Checks presented for payment will post to your Account overnight and your Account will be debited – If an item is returned, your Account will be credited for the amount of the returned check.

Standard and Payee Check Positive Pay Services use the Issue Data (as described below) you provide to us in a Checks Issued File (a list of checks you have issued) to filter Presented Items and identify Exception Items.

"Presented Items" are checks drawn on your Account and presented for payment through a Federal Reserve Bank or other clearinghouse (including pursuant to agreements between any provider we may use and other banks or financial institutions).

"Exception Items" are items that do not match Issue Data or have a stale date. For Reverse Positive Pay, they are items that exceed your selected dollar threshold (if applicable), or you may choose to treat all items as exceptions.

"Pay Instruction" means an instruction to pay an item identified to you as an Exception Item.

"Return Instruction" means an instruction to return an item.

You review the Exception Items via our Fraud Control Services module ("FCS module"), and you communicate to us whether and which items should be paid or returned. Your Payment Default Option is used by us if we do not receive a communication from you as to an Exception Item before the deadline. The Exception Items are made available to you via our FCS Module through a Transaction History viewing page, which is loaded each Business Day.

Pay All Default. If your Payment Default Option is "Pay All," then we must receive a Return Instruction by our posted cut-off time on the day that the Transaction History is made available to you, or we will honor and pay your Exception Item. If we receive a timely Return Instruction as to an item, we will dishonor the item and return it.

Return All Default. If your Payment Default Option is "Return All," then we must receive a Pay Instruction by our posted cut-off time on the day that the Transaction History is made available to you, or we will dishonor and return your Exception Item. If we receive a timely Pay Instruction as to an item, you authorize us to honor the item and to pay it.

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(ii) Issue Data. "Issue Data" for the Positive Pay Service means the check number and the dollar and cents amount of an item. For the optional Payee Validation Service, "Issue Data" includes the payee name as well. You agree to use our FCS module or direct transmission to provide us with your Checks Issued File by our posted cut-off time for each item issued the current Business Day. Issue Data must be correct and must contain the exact check number and exact dollars and cents amount of each item issued. If you choose to use the optional Payee Validation Service, then the Issue Data you provide to us must also contain the exact payee name (including punctuation). We will use the Issue Data you provide in your Checks Issued File to match against your Presented Checks. You authorize and instruct us to pay each Presented Check that matches the Issue Data that we receive in your name, and to do so without further investigation or review by us of the Presented Check.

(iii) Properly Payable. You agree that: (a) all Presented Checks that match the Issue Data you provide to us in a Check Issue File will be deemed and should be treated by us as properly payable and will not be presented to you for decision, and (b) we have no duty to inspect these items for unauthorized signatures or alterations or otherwise to take steps to determine whether these Items are properly payable.

(iv) Exception Items. "Exception Items" are Presented Checks that do not match Issue Data or have a Stale Dated Check. For Reverse Positive Pay, they are items that exceed your selected dollar threshold (if applicable), or you may choose to treat all items as exceptions. Exception Items will be identified as such to you on the Transaction History page (list of Exception and non-exceptions that is provided to you via our FCS module) if: (a) we do not receive a Checks Issued File for the Item; or (b) we receive a Checks Issued File but the Issue Data contained in that file does not match that captured from a Presented Check.

- *Treatment of Exception Items.* You agree to access the Transaction History page made available to you via our FCS module daily before our posted cut-off time on the day the transactions are made available to you (or as otherwise needed) and review all Exception Items (if any) shown and to make any necessary pay or return decisions. If we do not receive an instruction, you instruct us to follow your Payment Default Option.

- *Notification*. We will send you an email if there are Exception Items to decision. An email Alert Notification will go to the email address we have for you in connection with the FC Services or otherwise in our records. You agree to ensure that the appropriate email address is kept up to date and is accurate at all times. If our notice bounces back or is otherwise not delivered, we will have no responsibility to resend, locate or use an alternative email address for you, or attempt to contact you via other means. Our failure to provide you with notice does not, however, relieve you of your obligation to access our FCS module as shown to review the Transaction History and to decision Exception Items. It also does not affect our rights to return or pay Exception Items as set forth in these Terms.

(v) Converted Checks. Checks that are converted to ACH Debit Transactions will not be treated as checks within the FCS Check Positive Pay module. For Clients that also have FCS ACH Positive Pay Services, converted checks will be presented as Exception Items within the ACH Positive Pay module, and the ACH Positive Pay module may be utilized to detect and return fraudulent check conversion transactions. These transactions have a 60-day return window if determined to be unauthorized.

(vi) No Duty to Review. Without limiting the foregoing, you agree that the Check Positive Pay Service is not required to and will not retrieve or review data other than the Issue Data on Presented Checks. If the data captured from Presented Checks during processing matches the Issue Data you provide to us in the Checks Issued File, you understand and agree that we do not and are not obligated to make further examination of the checks or other Items (such as examination for unauthorized, improper, fraudulent or missing signatures or endorsements, alterations, check security features, check stock characteristics, check sequence or in any other manner).

c. Reverse Check Positive Pay Service.

(i) General. Reverse Check Positive Pay Service is an alternative to the Standard and Payee Positive Pay Services. With Reverse Positive Pay, you do not provide Issue Data to us. Instead, we provide a Transaction History for you to decision. "Transaction History" means a list that identifies the check number and check amount of Items presented through normal banking channels for payment against your Account. The Transaction History List will be made available to you by our posted cut-off time each Business Day. You agree to access our FCS module daily and to review the Transaction History and communicate to us whether any Items on the list are to be returned or paid, and a Pay All or Return All default may be selected for Exception Items.

(ii) Exception Threshold Dollar Amount – Reverse Positive Pay Only. With Reverse Check Positive Pay, you may elect to only receive notifications for items over a specified Exception Threshold dollar amount chosen by you. When an Exception Threshold dollar amount is selected, you may choose either a Return All or Pay All default for items over the selected threshold.

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Pay All Default. If your Payment Default Option is "Pay All," then we must receive a Return Instruction by our posted cut-off time on the day that the Transaction History is made available to you, or we will honor and pay your Exception Item (and other items below the Exception Threshold dollar amount). If we receive a timely Return Instruction as to an item, we will dishonor the item and return it.

Return All Default. If your Payment Default Option is "Return All," then we must receive a Pay Instruction by our posted cut-off time on the day that the Transaction History is made available to you, or we will dishonor and return your Exception Items. If we receive a timely Pay Instruction as to an Item, you authorize us to honor the Item and to pay it. When a Return All Default is selected, Items below the Exception Threshold dollar amount will be paid, unless we receive a Return Instruction from you by our posted cut-off time on the day that the Transaction History is made available to you.

(iii) No Duty to Review. Without limiting the foregoing, you agree that the Reverse Positive Pay Service is not required to and will not retrieve or review data other than through your use of the FC Services and your review of the Transaction History List. You understand and agree that we do not and are not obligated to make further examination of the checks (such as examination for unauthorized, improper, fraudulent, or missing signatures or endorsements, alterations, check security features, check stock characteristics, check sequence or in any other manner).

d. Additional Terms for both Positive Pay (and Payee Validation) and Reverse Positive Pay

The following applies to the FC Services, as shown, and without limiting other provisions of these Terms:

(i) Checks Directly Presented. Checks drawn on your Account may from time-to-time be directly presented to us (e.g., by a payee at one of our branches) for deposit or encashment. For accounts on Positive Pay, we will check for Issue Data for the Item being presented. If Issue Data is available, the teller will compare the Item being presented to the Issue Data. If there is a match, you authorize the Item to be cashed or negotiated as properly payable and without further review by us. If there is no match, you authorize us to reject and dishonor the Item, in which case you agree that we will have engaged in rightful and not wrongful dishonor.

If there is no Issue Data, or if you are on Reverse Positive Pay, then you authorize us to proceed with the Item in accordance with our standard policies for direct presentment of an item as if no FC Services were applicable. This may or may not involve an effort to contact you and may or may not result in our cashing or negotiating the item. You agree immediately to report to us any disagreement you may have regarding the processing of or our treatment of the Item.

(ii) Rightful Honor. If we honor a Presented Check in accordance with these Terms (or any other item with Issue Data shown in a Checks Issued File), you agree that: (a) we will be deemed to have exercised ordinary care under the loss allocation provisions of the New York Uniform Commercial Code Sections 3-406 and 4-406; (b) it will be rightful honor by us, and the items will be deemed properly payable; and (c) you waive any right you may have to assert that the item was not properly payable under the New York Commercial Code Section 4-401 or any clearing house rule applicable to items or otherwise.

(iii) Wrongful Honor. It will be wrongful honor by us if we honor: (a) an Exception Item and we have received a timely Return Instruction for that Item from you; or (b) an Exception Item when no Return Instruction was received regarding the item and your Payment Default Option is "Return All." If there is wrongful honor, we will be liable to you for the lesser of the amount of the wrongfully paid item or the actual damages you suffer from our payment of the item. However, if payment of the item discharges an indebtedness or obligation of yours and because of this you have no actual damages or reduced damages, then you agree that our liability to you is reduced to the same extent. Our liability may also be limited by other provisions of these Terms or the DADS.

(iv) Wrongful Dishonor. With the exceptions that follow, it will be wrongful dishonor by us if we dishonor: (a) an Exception Item and we have received a timely Pay Instruction for that item from you; or (b) when no Pay Instruction was received from you regarding the item and your Payment Default Method is "Pay All." If there is wrongful dishonor, we will be liable to you, but our liability will be limited to the damages for wrongful dishonor recoverable under New York Uniform Commercial Code Sections 3 and 4. Our liability may also be limited by other provisions of these Terms or the DADS, unless otherwise prohibited by a law that may not be altered or waived by the parties.

As exceptions to the above regarding wrongful dishonor, we will have no liability for wrongful dishonor if we return an item (a) we reasonably believed was not properly payable; (b) there are insufficient available funds on deposit in the Account on which it is drawn; (c) you have otherwise failed to meet any requirement of these Terms; or (d) we are required or permitted not to honor it by any law, rule or regulation (including clearinghouse, ACH or card association rules), or by any other agreement between you and us (e.g., due to service of legal process on us, sanctions laws, to protect ourselves against loss on the item or any overdraft or loan, at the instructions of regulatory or government authorities or courts or otherwise)

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(v) Rightful Dishonor. It will be rightful dishonor if we dishonor an item: (a) when your Payment Default Option is "Return All" and an Exception Item is not subject to a timely Pay Instruction; or (b) when your Payment Default Option is "Pay All" and the item is subject to a timely Return Instruction. In such cases, dishonor shall be rightful, and you waive any right you may have to assert that the dishonor was wrongful under New York Uniform Commercial Code Section 4-402, ACH rules or otherwise. You agree that we will have exercised ordinary care whenever we honor or dishonor an item consistent with the provisions of these Terms.

(vi) Automatic Return of Stopped Checks. You authorize us to automatically dishonor and return without your further review and without any specific instruction from you any Presented Checks as to which we have received an effective stop payment instruction.

(vii) Faulty Information. When using FC Services, you agree to provide Issue Data, disposition instructions and other information or instructions to us in the form and format that we specify. You assume full responsibility for the completeness and accuracy of all information furnished to us. You understand that it is important for the information to be exact (e.g., the correct amount of an item must include both dollars and cents). We are not responsible for detecting or correcting ambiguous, incomplete, untimely, or inaccurate information provided by you. Our willingness to process nonconforming information will not be considered a waiver of any requirement of these Terms, and we may discontinue processing nonconforming information without prior notice.

e. ACH Positive Pay - Debits and ACH Positive Pay - Credits

(i) General. ACH Positive Pay - Debits and ACH Positive Pay - Credits are FC Services that may assist your efforts to reduce fraudulent activities by allowing you to monitor your Account. For each service, you agree to select a payment default option of either "Pay All" or "Return All" ("Payment Default Option"). Notwithstanding the foregoing, the "Pay All" option will be automatically selected as a Payment Default Option for all new ACH Positive Pay enrollments until you complete the Mandatory Training described below. Your Payment Default Option selection may be provided to us in your FCS Enrollment Form or otherwise in a manner satisfactory to us. **Note**: ACH Transactions are presented in the FCS module for decision prior to posting and your Account will not be debited or credited for items that are returned prior to the decision deadline.

ACH Positive Pay - Debits and ACH Positive Pay - Credits are used in conjunction with ACH block and approved filter lists, and any ACH entries that match an ACH block or ACH approved rule will automatically be returned or paid depending on your selected Payment Default Option, unless you change the decision status before the posted cut-off time.

- *Treatment of ACH Transactions.* You agree to access the Transaction History made available to you via our FCS module daily before our posted cut-off time (or as otherwise needed) to review and decision all transactions (if any) shown and provide to us any disposition instruction. If we do not receive a disposition instruction by our posted cut-off time, you instruct us to follow your Payment Default Option.

- *Alert Notification Rules*. If you elect to configure alert notifications, and depending how you configure your notifications, we will send you an email and/or SMS if there are items to decision. An email or SMS alert notification will go to the email address/phone number we have for you in connection with the FC Services or otherwise in our records. You agree to ensure that the appropriate email address/phone number is kept up to date and is accurate at all times. If our email/SMS bounces back or is otherwise not delivered, we will have no responsibility to resend, locate or use an alternative email address/phone number for you, or attempt to contact you via other means. Our failure to provide you with notice does not, however, relieve you of your obligation to access our FCS module as shown to review and decision transactions. It also does not affect our rights to return or pay transactions as set forth in these Terms.

- You agree to establish, change and/or delete your ACH block & ACH approved rules online by our posted cut-off time to take effect immediately. We are authorized by you to act on additions, changes, and deletions as soon as we receive it and have had reasonable time to act.

- *Mandatory Training.* You must complete the ACH Positive Pay training offered by the Bank within 30 business days from the date you are introduced to your trainer. If you selected "Return All" as a Payment Default Option on the FCS Enrollment Form prior to completing your training and you wish to retain the "Pay All" Payment Default Option, you must resubmit the FCS Enrollment Form within 3 business days of completing the training or the "Return All" Payment Default Option will be applied.

(ii) ACH Positive Pay - Debits. ACH Positive Pay -Debits Service presents all ACH debit entries to you for decision. You will be required to provide a timely Return or Pay Instruction to prevent an entry from being subject to your chosen default Pay or Return Instruction. The ACH Entries will be made available to you by our posted cut-off time each Business Day. If we do not receive a timely Return Instruction by our posted cut-off time as to an entry or entries and your default is Pay All, the ACH entry will be deemed and may be treated by us as an authorized ACH entry, and you agree that we may charge your Account in accordance with the entry without further review by us. If your Payment Default Option is "Return All," then we must receive a Pay Instruction by our posted cut-off time on the day that the Transaction History is made

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available to you, or we will dishonor and return your Exception Item. If we receive a timely Pay Instruction as to an item, you authorize us to honor the item and to pay it.

- *ACH Debit Blocks (Block List)*. ACH debit blocks may be applied by you to block specific ACH debit transactions. Using our FCS module, you set a rule to block and return. Entries that are subject to a block will be shown in the FCS module and automatically returned by us as unauthorized (with an appropriate ACH return code) unless you accept the transaction and change the decision status to Pay. You will see these transactions or the rejected entries in our FCS module transaction details and may change the decision status by the posted cut-off time.

- *ACH Debit Approved Filters (Approved List).* ACH debit approved filters may be used by you to approve ACH debit entries that will be automatically paid from your Account. Using our FCS module, you set a rule to auto approve debits by selecting approval criteria. All entries not matching the filter criteria you specify will be deemed and may be treated by us as unauthorized, and you agree that we may automatically return the entry as unauthorized (with an appropriate ACH return code) without further review by us. All entries matching the filter criteria you set will be deemed and may be treated by us as authorized ACH entries, and you agree that we may debit your account in accordance with the entry and without further review by us. You will see these transactions or entries in the Transaction History and may change the decision status by the posted cut-off time.

- *Transaction Blocking - Block All ACH Debits.* An ACH debit block may be applied by you to block all ACH debits. Entries that are subject to a block will be shown in the FCS module and automatically returned by us as unauthorized (with an appropriate ACH return code). With this configuration, you cannot accept the transaction and change the decision status to Pay. Changing the decision status is not available when a Block All configuration is selected.

(iii) ACH Positive Pay - Credits. ACH Positive Pay - Credits Service presents all ACH credit entries to you for decision. You will be required to provide a timely Return or Pay Instruction to prevent an entry from being subject to your chosen default Pay or Return Instruction. The ACH Entries will be made available to you by our posted cut-off time each Business Day. If we do not receive a timely Return Instruction by our posted cut-off time as to an entry or entries, and your default is Pay All, the ACH entry will be deemed and may be treated by us as an authorized ACH entry, and you agree that we may charge your Account in accordance with the entry without further review by us. If your Payment Default Option is "Return All," then we must receive a Pay Instruction by our posted cut-off time on the day that the Transaction History is made available to you, or we will dishonor and return your Exception Item. If we receive a timely Pay Instruction as to an item, you authorize us to honor the item and to pay it.

- *ACH Credit Blocks (Block List)*. ACH credit blocks may be applied by you to block specific ACH credit transactions. Using our FCS module, you set a rule to block and return. Entries that are subject to a block will be shown in the FCS module and automatically returned by us as unauthorized (with an appropriate ACH return code) unless you accept the transaction and change the decision status to Pay. You will see these transactions or the rejected entries in our FCS module transaction details and may change the decision status by the posted cut-off time.

- *ACH Credit Approved Filters (Approved List).* ACH credit approved filters may be used by you to approve ACH credit entries that will be automatically paid to your Account. Using our FCS module, you set a rule to automatically approve credits by selecting approval criteria. All entries not matching the filter criteria you specify will be deemed and may be treated by us as unauthorized, and you agree that we may automatically return the entry as unauthorized (with an appropriate ACH return code) without further review by us. All entries matching the filter criteria you set will be deemed and may be treated by us as authorized ACH entries, and you agree that we may credit your Account in accordance with the entry and without further review by us. You will see these transactions or entries in the Transaction History and may change the decision status by the posted cut-off time.

- *Transaction Blocking - Block All ACH Credits.* An ACH credit block may be applied by you to block all ACH credits. Entries that are subject to a block will be shown in the FCS module and automatically returned by us as unauthorized (with an appropriate ACH return code). With this configuration, you cannot accept the transaction and change the decision status to Pay. Changing the decision status is not available when a Block All configuration is selected.

(iv) Information and Data; Circumvention by Other Parties. Once you establish ACH block and approve rules, we are entitled to rely on them and are not required to review entries to determine if your blocking or filtering instructions are consistent with other information contained in an entry. We are not responsible for variations of any data (including the name of an Originator) that is received by us, whether provided by you or in the entry data. You agree to review your Account through our FCS module each Business Day (or more frequently, if needed or appropriate) for any ACH entry that pays or credits to determine if the entry has been modified to avoid or circumvent a block or filter. We will not be liable for action or inaction taken based on the information you provide or the data in an entry, even if we are aware of contrary or inconsistent information in an entry.

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Without limiting the foregoing, we may rely on your ACH authorization rules (including any Originator identification number or other data provided) to implement any ACH block or approve rule you request. We will not be responsible for blocking or filtering entries due to any error in your FCS Enrollment Form or other instructions we receive from you. We will also not be responsible for ACH entries that contain different or varied amounts, Originator name or Originator identification information, SEC codes or other ACH data ("changed entry data"), including when an Originator has altered any of the foregoing or any other data to circumvent a block or filter or for other reasons. We are not responsible for ACH entries that include file or entry data that has been manipulated or formatted to present inaccurate or different or varied data, notwithstanding whether the true or correct data is also provided in an ACH file or as a part of the entry or addendum records.

f. Additional Terms and Provisions

(i) Enrollment Abandonment –Check and ACH Positive Pay. If your company does not complete the Mandatory Training described above within 30-days from being introduced to your trainer for Check Positive Pay and/or ACH Positive Pay the Bank may cancel your enrollment. Furthermore, if you do not communicate with the Bank or are unresponsive for any reason for such 30-day period, the Bank may cancel your enrollment.

(ii) Dual Control. For purposes of segregation of duties and internal controls, you can choose to use the tools available in FC Services to set up and use dual control with the Services. The following FCS Services are available for dual control: Check issue records, including manually entering Check Issue Data online; Check Issue File Upload and Direct Transmission of check issue files; Decisioning Positive Pay Exceptions and Reverse Positive Pay Presented Items (only for decisions whether to pay); Approved/Block ACH list entries and Decisioning ACH Debit Entries and ACH Credit Entries (only for decisions whether to pay). Dual control means the action will require an approver, and the person approving cannot be the one who initiated the action. With Dual Control enacted, if an action requires two persons, you agree to access our Online Banking Services with one set of access credentials to enter information but use another person to login for a second session with a second set of access credentials to submit the instructions to us. If you have elected to use dual control through the FC Services, but this process is not completed by both persons (when required) by our posted cut-off time on the day the Transaction History is made available to you, you authorize and direct us to use your Payment Default Option with respect to all items on said Transaction History. You agree that any loss, harm, or damage suffered by you as a result of your failure to implement dual control procedures offered by us will be your loss, harm or damage and that we will not be responsible for the loss, harm or damage to the extent that implementation and proper use of the dual control tool would have prevented the same.

(iii) Default Alert Notification Contact: FCS requires that you assign and maintain/keep current a default contact for FCS notifications. This is necessary to avoid a situation in which there is no contact available to receive notification alerts for Exceptions and other actions that are required to approve or return check and/or ACH transactions. The FCS Enrollment Form can be used to add or modify the default alert contact. This contact will not be able to opt out of receiving FCS related alerts.

(iv) Use of our Online Banking Services. You agree that we may use the access credentials employed by our Online Banking Services as Security Procedures to verify the authenticity of communications and instructions (including payment orders, if applicable) received in your name. You agree to review the Security Procedures and determine (based on the type, frequency and amount of transactions you will have with us) whether they are a commercially reasonable means of protection against unauthorized transactions and the loss or damage you may suffer. You acknowledge that these Security Procedures are to verify authenticity and not to detect error. You will be bound by all communications and instructions for the FC Services received by us in your name if we verify authenticity using the access credentials of our Online Banking Services or other applicable Security Procedures. You will be bound whether or not the communication or instruction was actually authorized by you. On the other hand, even if we fail to verify the authenticity of a communication or instruction received by us in your name, you will be bound by it if it was in fact authorized by you under any agreement between you and us, under the laws of agency and apparent authority, or otherwise. You agree not to disclose any passwords, codes, security devices and related information (the "Materials") to any person, firm, corporation or governmental entity, except to your agents, third-party processor and others who access and use the FC Services on your behalf. You will not make or allow anyone else to make any copies, in whole or in part, of any Materials or to disassemble, decompile or reverse-engineer any security device. You will notify us immediately if the confidentiality of any of the Materials is breached.

(v) Our Receipt. Your instructions to us in connection with FC Services must be provided to us in a form and manner acceptable to us. Communications (including Return or Pay Instructions, and other communications described above) are deemed "received" by us only when actually received by us, in a form acceptable to us and in such time as to provide to us a reasonable opportunity to act on the communication.

(vi) Termination. We may terminate these Terms or terminate or suspend some or all of the FC Services, with or without cause or notice, at any time. You may terminate any FC Service by sending written notice to us, which shall be effective 30 days following our receipt of the notice. Although we will generally seek to notify you of any termination or suspension

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by us in advance, we are not required to do so. Termination of these Terms will not affect your or our rights or obligations that arise prior to termination (e.g., indemnification) or in connection with an item or ACH entry processed, or FC Service provided prior to termination.

10. Business Debit Cards

You agree to use Business Debit Cards only in the United States

a. Definition of Services. You may apply for a Card. If you qualify and if we decide to issue a Card(s) to you, then this Section specifies the rights and obligations we and you have regarding business debit cards and their use. A "Card" is the plastic business debit card (or an electronic counterpart — see "Digital Cards" below) bearing a MasterCard® (and normally a Maestro) logo. Cards are issued to you for business use only. The Card is a debit card, and it is not a credit card. When Card(s) are used, charges are made against and are deducted from the deposit account that is associated with the Card ("Attached Account"). The Card(s) may be used solely for commercial, business or agricultural purposes. The Card(s) are the property of First-Citizens Bank & Trust Company, and you agree to surrender all Cards to us upon request by us. We are not responsible for the refusal of anyone to honor the Cards.

The program does not commit to extend credit, and you may not defer payment on Card transactions. Since the Cards are not credit cards, no line of credit is associated with the Card (or an Attached Account, unless by agreement other than this Agreement). Therefore, your available account balance must be sufficient to cover all Card withdrawal(s) and other transactions at authorization, settlement and all other stages in a Card transaction. We may (but are not required to) decline to authorize Card transactions that would exceed the available balance in the Attached Account after that balance is reduced by such holds or other charges as may be processed by Bank against the account.

You agree to provide all Cardholders with information sufficient to allow them to comply with these provisions and to enforce such compliance. You represent and warrant to us that you are authorized to provide us with information on a Cardholder (current or past), including the Cardholder's taxpayer identification number, date of birth, address and telephone number. You agree to provide assistance and information reasonably required by Bank as regards to Card usage or to support our compliance with laws, rules and regulations applicable to Bank, Cardholders or Card transactions or for loss mitigation purposes. If you do not provide the requested information, we have the right to close your Card and/or account without notice.

To the fullest extent allowed at law, you are responsible for the action or inaction of all Cardholders, including when a Cardholder uses a Card in a manner that was not authorized by you or that is contrary to limitations you impose on Cardholders. A Cardholder is not responsible to First-Citizens Bank & Trust Company for his or her actions. You acknowledge that First-Citizens Bank & Trust Company issues Cards to you only and does not issue Cards to a Cardholder, even though a Cardholder's name may appear on the Card. By signing using, activating or accepting a Card, you agree to the terms and conditions that apply and represent and warrant that each Cardholder will also comply with them.

b. Card Issuance and Use. A Card is issued to you in your name. It may also include the name of a person designated or provided by you as a Cardholder. Including a Cardholder's name on a Card does not result in the Card being issued to that Cardholder or any obligation from the Cardholder to First-Citizens Bank & Trust Company. Cardholders may be designated by your Contracting Officers or other authorized representatives using a Business Debit Card Application ("Application") or otherwise in a manner acceptable to us. An initial unactivated Card may, however, be issued in your name and with the Cardholder being a person shown on our records as a Contracting Officer of yours. A Card may be delivered by us by mailing the Card to any address we show on our records for you. We are not obligated, however, to deliver the Card to any address outside of the geographic U.S.

Each Card will bear a unique identifying number. It may include a field for the signature of the Cardholder and have a unique personal identification number ("PIN"). You will be obligated on Card transactions regardless of whether a Card has been signed by the Cardholder. We have no obligation to monitor who is designated as a Cardholder or to limit Card issuance or use to individuals that are "Authorized Signers" on an Attached Account.

YOU AGREE NOT TO REQUEST A DEBIT CARD FOR USE BY A RESIDENT OF INDIA, TO SEND ANY DEBIT CARD TO A RESIDENT OF INDIA FOR USE BY HIM OR HER OR TO ALLOW A RESIDENT OF INDIA TO HOLD A CARD AS A CARDHOLDER, except with First-Citizens Bank & Trust Company's specific and prior consent in writing. Without limiting the foregoing, you agree not to allow a Card to be held or used by any Cardholder who resided in India for more than 182 days during the course of the preceding financial year or who would otherwise be deemed a "resident" for purposes of India law. If one of your Cardholders is a resident of India, you agree to notify us immediately. If we have any indication that a Cardholder may be a resident of India, you agree that we are authorized to seek supplemental information regarding the residency of that person (and to assist First-Citizens Bank & Trust Company in this effort) and/or to cancel the Card.

Cards may be used to purchase goods and services at merchants that display the MasterCard and/or the Maestro logo and at other merchants that participate in other point-of-sale (POS) systems that may or may not be identified on your Card. Typically, a PIN is needed to complete a Maestro or other POS transaction. When no PIN is required, a signature of the named Cardholder may be required by the merchant. (In some cases, a signature may not be required by the merchant even when a PIN is not

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needed — for example, in internet, telephone and other signature-less environments or when the merchant waives a signature requirement or the transaction is below levels set by MasterCard for required signatures). Cards may be used to obtain cash via withdrawal at financial institutions that accept debit cards with the MasterCard logo ("cash advance transactions"). Finally, you can withdraw cash from Attached Accounts by using your Card at other participating automated teller machines (ATMs). (Note that ATM transaction capabilities are an optional service that you may elect at the time of application or later. Contact Client Services (see Appendix A) to inquire further about or to add these ATM services to the Card(s)).

Services may not be available at all terminals or merchant locations or at all times of the day. We do not control and are not responsible for Card acceptance by merchants or for any fees or charges imposed by others in connection with a Card transaction. We will not be responsible for monitoring Card use or usage patterns. When using a Card, you may be asked for an address. Please remember to use the U.S. address that is associated with your Card. This may often be the address to which the Card was sent.

We may from time to time introduce new services that involve use of a Card or are associated with a Card and/or the Attached Account. If so, we will notify you of the new service(s), and the notice will be a part of this Agreement (unless otherwise specified). By using a new service or a Card after this notice, you agree to the terms and conditions associated with the service and to the Agreement as amended or revised.

We do not advise you on how use of Cards (including ATM withdrawals) or other services will be treated for tax purposes. You agree to consult your tax advisor for information on the tax treatment or consequences of your use of the Card or Card services (including the adequacy of records relating to Card transactions or ATM withdrawals) on your tax returns and any recordkeeping needed.

You agree, and you shall obtain each individual Cardholders' agreement, not to disclose or otherwise make the Card(s) or corresponding PIN(s) or Card information available to anyone not authorized by you to use the same. You agree to use reasonable security procedures to protect against loss, theft or misuse of a Card and related information. You agree, and you shall obtain each Cardholder's agreement, to notify us immediately if you know or suspect a Card, PIN or Card number has been compromised or any Card has been lost or stolen.

You have no right to stop payment on a Card transaction. If you have a dispute with a merchant regarding goods or services purchased with a Card transaction, you will need to and you agree to resolve the dispute with the merchant.

You agree not to use the Card or any Card services to engage in any illegal activity (e.g., funding any account that is set up to facilitate internet gambling). Display of a logo that is also shown on a Card (e.g., by an online merchant) does not necessarily mean that the transactions are lawful in all jurisdictions in which you or a Cardholder may be located. You agree not to engage in any transaction or transmittals involving credit, funds or proceeds in connection with unlawful Internet gambling as set forth in the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing Regulation GG. Further, you agree and acknowledge that if we determine in our sole discretion that we must block or prevent a credit or debit (including those credits and debits by means of card systems) to or from your Attached Account(s) pursuant to the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing Regulation GG, then we may do so without being liable to you for any damages. We may also block or prevent Card transactions that are reasonably determined by us to present the possibility of an illegal transaction or to present security or fraud risks unacceptable to us, and we may do so without being liable to you for any damages. You agree that none of the foregoing will be deemed to be wrongful dishonor by us. Finally, you agree to ensure that each Cardholder will not use his or her Card or any Attached Account for any transaction that is illegal under the laws governing you or your accounts or is otherwise disallowed.

Without limiting the foregoing, we will not be liable for failure to complete any transaction as may be allowed under this Agreement or under any of the following instances: (i) If, through no fault of First-Citizens Bank & Trust Company, you do not have enough money in the affected Attached Account to complete a transaction or authorization request; (ii) the terminal where the transaction is initiated is damaged or not working properly; (iii) circumstances beyond our control (such as fire, flood, terrorism, power failure, computer breakdown) prevent the transaction; (iv) the funds in any Attached Account are subject to legal process, an uncollected funds hold, security interest or other claim; (v) an Attached Account is frozen because of a delinquent loan or a dispute, or we receive inconsistent instructions regarding a Card or Attached Account from persons purporting to act on your behalf.

c. Your Payment Obligations. Use of the Card(s) or PIN(s) is controlled by you. All use of a Card will be and will be deemed to be your act and responsibility, whether or not the Card is or is not a valid Card. You will be liable for all transactions made using a Card, PIN or Card number or otherwise in connection with the Card services contemplated under this Agreement. You shall be responsible regardless of whether such Card transactions were effectuated: (a) by or on behalf of any authorized individual, or for any authorized purpose, or by an unauthorized person or in conflict with any usage limitation established by you; (b) using a valid PIN; or (c) in accordance with any rules or regulations of MasterCard, Maestro, the Bank or any merchant. Without limiting the foregoing, you are responsible for any and all transactions of any type processed through an authorized system if we receive transaction data identifying a Card, PIN or other access device as one issued to you. For purposes of this Agreement, an authorized system is any system that will process transaction data for valid Cards (including MasterCard, Maestro and any other POS or other system shown as a logo on any Card).

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You agree to pay us for all transactions for which you are liable under this Agreement and authorize us to charge any account of yours at Bank for the same (including but not limited to the Attached Account).

Your liability for Card transactions will continue until the later of the time that all Cards are returned to Bank, or you instruct Bank to cancel all Cards, and Bank has had a reasonable opportunity to cancel all Cards. You understand that loss or theft of a Card, or any unauthorized use of a Card, is no basis for you to avoid liability for a Card transaction, whether before or after you inform Bank of loss or theft of the Card (except as specifically provided in this Agreement). We may from time to time require closure of an Attached Account or accounts and reissuance of one or more Cards as a means of preventing further losses, and you agree to bear all costs associated with the same.

Issuance of the Card(s) creates an inherent risk of unauthorized use. Authorization for use of the Cards and any PIN(s) is not dependent upon or limited to either those individuals specified on the signature card for an Attached Account or other individuals specifically authorized by you to use a Card or PIN. You assume the risk of loss associated with unauthorized use of the Cards or any derivative access (such as virtual wallets) as provided herein, including but not limited to theft and embezzlement of valid Cards and the creation or forgery of invalid cards.

You warrant that you will not redistribute the Card(s) among individuals not named on the Card. You specifically assume any risk associated with any distribution or redistribution of a Card(s) and corresponding PIN(s). You further assume any risk associated with disclosing Card or PIN information to others, including, but not limited to, risks of loss associated with theft or embezzlement.

Limited Liability. If a Card is used in a MasterCard transaction, then the MasterCard Zero Liability Policy may apply. If the Zero Liability Policy applies, you will not be responsible for "unauthorized use" of the Card, where "unauthorized use" means the use of the Card by a person other than you or a Cardholder who does not have actual, implied or apparent authority for such use and from which you or Cardholder receives no benefit. Please note that the MasterCard Zero Liability Policy may not apply to all Card transactions. For example, the MasterCard Zero Liability Policy only applies to transactions that use the MasterCard payment system. The MasterCard Zero Liability Policy might not apply if you have not used reasonable care in protecting your Card from loss or theft or you have not promptly reported to First-Citizens Bank & Trust Company when you knew that your Card was lost or stolen. If a payment system other than MasterCard is used, then the transaction will not be covered by the MasterCard Zero Liability Policy. There may also be other cases where the zero liability policy might not apply, under the MasterCard rules.

d. Transaction Limitations. We are authorized to and may impose dollar, volume, activity, exposure or other limitations on Card transactions and to change them at any time. If you desire limitations individualized for you as risk-control measures, you must inform us and request that the desired risk-control measures be made available or implemented by us. You are obligated on Card transactions, including those that are not in compliance with any of your internal policy or procedures, unless we specifically and in writing agree to implement a requested risk-control measure.

We may increase dollar or other limitations for one or more Cards or Card transactions upon request from your Contracting Officer or a person who is an Authorized Signer on the Attached Account. You accept the risks associated with this possibility of higher transaction limitations. Card transactions limits are initially set as follows by default, but you can change these limits at any time and from time to time. To make changes, you will need to contact Client Services (see Appendix A).

- Purchase transactions (including PIN-based) are limited to no more than 25 transactions per Card, and no more than $15,000 per Card and per Attached Account, each calendar day. This includes any cash back obtained in point-of-sale transactions.

- Cash advance transactions are limited to no more than 4 transactions per Card, and no more than $3,000 per Card and per Attached Account, each calendar day.

- Bank may for risk control purposes decline Card transactions that would otherwise be below the above limits.

We may also change dollar or other limitations, at any time and from time to time. If we do, we will use commercially reasonable means to provide you with advance notice of the change as set forth in Section 1j ("Amendments/Changes in Account Terms") of this Deposit Agreement. However, we reserve the right to change dollar or other limitations without advance notice to you, including if we in good faith believe the change to be useful or necessary to prevent loss or damage (or to reduce the risk of loss or damage) to you or to us. The foregoing does not limit rights we may have in other parts of this Agreement.

Transaction limitations may also be imposed by the merchant or other owner of a terminal. Transactions may be limited by the operator of, or any other participant in, any system used in the transaction. Card transactions processed after our cut-off time on a Business Day, or on any day that is not a Business Day, may be treated by us as occurring on the next Business Day. Cardholders may use a Card and engage in Card transactions 24 hours a day and seven days a week, depending on merchant availability.

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e. Hold on Funds. We may place a hold on funds in an Attached Account based on authorization requests. The hold may be for the amount of the transaction or for a pre-established amount in excess of the transaction (e.g., hotel or car reservations). The held funds will not be available for other account purposes, and an overdraft fee may be assessed if a negative balance arises. We also have the right to return checks or other items drawn on or debits against an Attached Account to maintain sufficient funds to pay for any previously authorized Card transactions. The hold may be released on or before, or may continue after, the date that the Card transaction is settled through the appropriate system (normally, Maestro or the MasterCard system). Our hold may continue even if you do not purchase any goods or services for which authorization was obtained.

You agree to maintain sufficient available funds on deposit in the Attached Account to cover all previously authorized Card transactions and all current charges or debits against the Attached Account. If there are insufficient available funds in an account after giving effect to a hold, we may, subject to any separate enrollment by you in our Overdraft Protection, reject or return checks and other charges or debits to the account. If checks are returned, you agree to pay all applicable non-sufficient funds fees. In this regard, we may but are not obligated to pay or allow checks or other transactions that exceed your available balance. If we do, you agree to pay the overdraft and any overdraft fees. If we allow checks or other charges and debits to be authorized or paid in excess of the available balance, we may discontinue that practice at any time and with or without cause or notice to you.

f. Electronic Wallets. A Cardholder may register the Card with an electronic wallet such as Google Wallet, Apple Pay, Samsung Pay or another program if available that allows Card access through a "virtual wallet." Once registered, the wallet may be accessed online and through a cell phone or other mobile device. You and your Cardholders should consider that there is risk of loss that may result from wireless transmission or loss of the mobile device. In this regard:

- Purchases made using a virtual wallet may appear on the periodic statements with a phrase such as "Google Wallet" or other name for the virtual wallet provider, along with the name of the related merchant to assist with identification.
- Cardholders may earn rewards or "offers" by engaging in virtual wallet transactions. You will have no automated controls over how the individual Cardholder uses or redeems any rewards or offers through our program.
- We have no responsibility or liability whatsoever for any function, malfunction, delays or other problems, or any resulting loss, damage or liability, from enrollment in or use of Card through a virtual wallet program.
- Use of the Card to fund a prepaid card is treated as a cash advance transaction.

g. Canceling Cards. You may cancel a Card or terminate Card services upon 30 days' written notification to us. Closure of an Attached Account will not relieve you of your obligations regarding Cards or transactions associated with that Attached Account. We reserve the right to terminate Card services immediately at any time, with or without cause and with or without notice of such termination to you. We may hold in reserve funds in any Attached Account or other account, or in a specially created reserve account, and prohibit your access to the same for up to the later of (i) 270 days following termination of this Agreement, and (ii) 90 days following the last day on which any return or other disputed amount regarding any Card transaction may be processed through MasterCard, Maestro or other payment system that has its logo displayed on a Card for return to you.

h. Disclosing Information in Card Transactions. We may disclose information to third parties about your Attached Account or Card or other transactions you and Cardholders make, including but not limited to, the following:

- Where it is necessary or helpful in verifying or completing a transaction.
- To verify the existence or condition of your account, or to provide experience information regarding your account or transfers or to a third party (such as an affiliate, credit bureau or merchant).
- To communicate with Maestro or any other payment system that has its logo displayed on the Card with regard to a Card transaction.
- To communicate with MasterCard, with regard to a Card transaction.
- To comply with government agencies or court orders.
- In connection with any claim of unauthorized use or error or any dispute regarding a Card or a Service.
- As otherwise provided in this Agreement or in our Privacy statements and notices.

i. Review of Statements; Address and Telephone Number. If you believe that a Card or Card number has been lost or stolen or that someone has transferred or may transfer money from an Attached Account without your permission, contact us immediately by calling the number shown at Appendix A or printed on the back of the Card. You agree to review all account

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statements and receipts immediately upon receipt and to notify us immediately if you know or suspect that any Card or PIN transaction is unauthorized or that the statement or receipt has errors or is otherwise incorrect. You shall be precluded from asserting any unauthorized use of a Card or PIN or other error in a periodic statement if not asserted by you within 60 days following the earlier of: (i) your discovery of the unauthorized use or other error; or (ii) the date we first make available the statement on which the unauthorized use (or series of uses) or other error is first reported. The foregoing does not limit your responsibility, if you have any, for unauthorized use.

j. Foreign Transactions. If a Card is used to conduct a transaction in a currency other than U.S. dollars, then the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies and may impose fees or charges as part of this. MasterCard currently uses a conversion rate that is either: (i) selected from a range of rates available in the wholesale currency markets (note: this rate may be different from the rate that MasterCard receives), or (ii) the government-mandated rate. MasterCard and others may impose fees or charges and add them to the price of the conversion.

Our card processor may convert non-U.S. currency to the currency of the acquirer using a prevailing conversion rate, which may or may not be among the conversion rates offered by MasterCard. The conversion rate may be different from the rate in effect on the date of the transaction or date posted on the Attached Account. You agree to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

You also agree to pay to us an First-Citizens Bank & Trust Company International Service Assessment ("ISA") whenever MasterCard imposes an ISA on Card transactions. Our First-Citizens Bank & Trust Company ISA is shown in our Schedule of Fees and Charges and includes an optional issuer fee that we collect and that is in excess of the ISA imposed by MasterCard. The sum of the MasterCard-imposed ISA and our First-Citizens Bank & Trust Company optional issuer's fee is shown in our Fees and Charges as the "First-Citizens Bank & Trust Company International Service Assessment ("ISA") fee."

k. MasterCard Easy Savings Program. You and your Cardholders have been or may be, upon activation of the Card or later, enrolled in the MasterCard Easy Savings Program, an automatic rebate program for MasterCard small business cardholders.

(i) The MasterCard Program. This program is offered by MasterCard, and First-Citizens Bank & Trust Company is not responsible for program terms or conditions or for performance by MasterCard, merchants or others. For complete terms and conditions, visit www.easysavings.com. Under the program, you may be able to obtain savings on qualifying, eligible purchases. Participating merchants and rebate offers are subject to change. Restrictions apply, and **registration is required for full benefits**; you are automatically enrolled in rebates from some merchants (currently including some gas stations, restaurants and hotels), but you must register and opt-in for other merchants. If you do not wish to participate in this program, please contact Client Services (see Appendix A).

Cardholder Data:

- You and Cardholders agree to the terms of the program's privacy notice as posted at https://www.mastercard.com/us/en/global-privacy-notice.html as it may be amended from time to time.

- You and Cardholders acknowledge and agree that First-Citizens Bank & Trust Company and MasterCard may share and use data regarding you, Cardholders, your personnel and your small business card usage with each other and with third parties, such as merchants and service providers, to operate the program and for internal operational purposes, including, but not limited to, sending you and your personnel emails regarding the program.

- You agree to obtain Cardholder agreement to the program's privacy and information sharing provisions and to do so in advance of any Cardholder participation in the Easy Savings Program.

- You agree to inform us if any Cardholder objects to information sharing as described by MasterCard or under the program.

(ii) Your Agreement with First-Citizens Bank & Trust Company. The form of an Easy Savings rebate may be a credit to your Attached Account or in another form. A rebate may not appear on the same statement as the related purchase. There may be a delay of up to one statement cycle.

Your available balance in the Attached Account may be reduced by the full amount of a purchase, not reduced by the rebate. All or a portion of a rebate may be reversed in certain circumstances, including without limitation, upon a return, dispute, adjustment or fraudulent card activity.

(iii) Disclaimer of Liability. We are not responsible for any rebate offers or rebates, your or any Cardholders' ability to use offers or rebates, the crediting of any rebate to your Attached Account, reversals of offers or rebates, accuracy or completeness of information about offers or rebates or any acts or omissions of the participating merchants. We are not liable for any damages that you or Cardholders suffer in connection with participation in the program, unless the damage results directly from our failure

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to perform express obligations imposed upon us under this Agreement. The limitations on our liability in Section 7b ("Limitation of Liability") of this Deposit Agreement apply. Without limiting the provisions of Section 7b ("Limitation of Liability") of this Deposit Agreement, we are not responsible for any taxes, any fees or penalties that you or Cardholders incur on the Card(s), including those that may result from rebate reversals.

Participating merchants may not vary this Agreement or the relationship between First-Citizens Bank & Trust Company, you or Cardholders and may not make any commitments that are binding on us.

(iv) Taxes. Any tax liability resulting from participation in the program shall be your sole responsibility. You must account for rebates for tax purposes as required by law. Merchants may report information regarding your participation in the Program to tax authorities.

(v) Termination. How to terminate appears above. There may be a delay of up to 30 days in effecting termination, and reversals or adjustments of rebates may continue after termination. First-Citizens Bank & Trust Company may terminate your participation in the program at any time, without notice unless required by law.

l. Digital Cards. Cards may also be issued in digital form. Digital Cards are subject to the foregoing as if they were a physical Card, except: (i) no plastic Card is issued or delivered to you, and the Card does not include a field for the signature of the Cardholder; (ii) data and credentials that allow Card transactions ("Credentials") are provided in place of a physical Card; (iii) you agree to maintain control and security of all Credentials in a manner that prevents unauthorized use; (iv) you are responsible for Card transactions accomplished using Credentials to the same degree as would be the case with use of a physical Card; and (v) we may require you to enroll in Online Banking Services or other secure services to receive Credentials. You may request a digital Card(s) or physical Card(s) or both, but we have no obligation to provide you with either. Digital Cards may not have all functionality that accompanies a physical Card (e.g., ATM use may be unavailable) and may be subject to different or additional limitations on use and function.

11. Automated Clearing House (ACH) Receipt Services

a. Definition of Services. The Automated Clearing House ("ACH") is an electronic funds transfer system allowing money to be transmitted between participating banks. These transfers are governed by the rules of the National Automated Clearing House Association ("Nacha") and the laws of the State of New York. If a conflict arises between the Nacha rules and the Agreement, the Nacha rules will govern. You agree to be bound by the Nacha rules for all ACH transfers.

b. ACH Provisional Credits. Credit for an ACH transfer is provisional until final payment is received by the payee's financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the payee, and the payee's bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, we may charge your account for the full amount without prior notice or demand, even if it results in an overdraft on your account. We may refuse to permit the use of any amount credited for a debit entry or credit reversal if we believe that there may not be sufficient funds in your account to cover chargeback or return of the entry or reversal.

c. Notice of Incoming ACH. We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits or debits to your account, you will receive notice of the credit or debit via Online Banking Services, as applicable, or on your next regular periodic statement. You also can contact us during normal business hours to determine if a transfer has been credited to your account (refer to Appendix A of this Deposit Agreement for contact information). You must examine your account activity in a timely manner and notify us of any unauthorized transactions (no later than two Business Days after the effective date of the ACH transfer, or such longer period as may be provided in any law that cannot be varied by agreement).

d. Reliance on Identification Numbers. If an ACH transfer describes the person to receive payments inconsistently by name and account number, payment by us and others may be made on the basis of the account number, even if the account number identifies a person different from the named person. If an ACH transfer inconsistently describes the receiving financial institution by name and identification number, the identification number will be relied upon by us and others as the proper identification of the financial institution.

e. Additional Terms. In addition, the following terms apply to payments to or from an account that are transmitted through the ACH network:

- We may screen ACH transfers that would result in debits or credits to your account for compliance with applicable laws, rules and regulations. Where we believe a credit to your account may be subject to being blocked or frozen under the OFAC- administered sanctions laws of the United States or of sanctions laws of another country or may be otherwise suspicious, we may block or freeze (i.e., place a hold on) the funds and deny you access to them for a reasonable time sufficient to allow us to resolve the matter.

- Preauthorized ACH transfers may be authorized in writing or similarly authenticated. If the amount varies, the Originator should send you written notice of the amount and date of the transfer at least 10 days before the scheduled transfer date.

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- You authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to Nacha Rules, ACH debit entries to your account, including for electronic presentment or re-presentment of checks written or authorized by you.
- Origination of ACH entries is governed by a separate Related Agreement.
- The Bank may utilize the ACH format and system to process internal transfers, such as credit card payments or loan payments. Transfers of this nature are covered by a separate agreement and are not governed by Nacha Rules.

12. Real-Time Payments (RTP) Receipt Services

a. Definition of RTP Services. First-Citizens Bank & Trust Company's Real-Time Payments Receipt Service ("RTP Service") enables you to receive payments through a centralized real-time payments system ("RTP System") developed and operated by The Clearing House Payments Company ("TCH"). These payments, known as "Real-Time Payments" or "RTP," can be sent or received every day of the year, 24 hours a day, subject to scheduled maintenance, as permitted by the rules issued by the TCH that govern the RTP System (the "RTP Rules"). If a conflict arises between the RTP Rules and the Agreement, the RTP Rules will govern. You agree to be bound by and comply with the RTP Rules. Origination of RTP is governed by a separate Related Agreement.

b. RTP Systems Defined Terms. The following definitions control for purposes of the RTP Service.

(i) In the RTP System:

- The Person initiating the RTP is the "Sender," and its financial institution is the "Sending Participant."
- The Person receiving the RTP is the "Receiver," and its financial institution is the "Receiving Participant."
- The Sender initiates the RTP by sending a "Payment Instruction" to the Sending Participant instructing it to make a payment in US Dollars to a Receiver.
- The Sending Participant sends a "Payment Message" to the Receiving Participant based on the Payment Instruction. If the Receiving Participant accepts the Payment Message, the amount of the RTP is immediately made available in the Receiver's account at Receiving Participant.

(ii) Capitalized terms not otherwise defined herein or elsewhere in the Agreement are defined in the RTP Rules, and where used in this Real-Time Payments (RTP) Receipt Services section shall have the meanings, and be applied as, provided in the RTP Rules.

c. Limitations. The amount of each RTP that you can receive is limited by the RTP Rules and may be limited further by a Sending Participant. RTP may only be made in US Dollars to and from accounts located in the United States. First-Citizens Bank & Trust Company is not liable or responsible for your acts or omissions (including with respect to the amount, accuracy, timeliness of transmittal or authorization of any Payment Instruction) or those of any other Person, including TCH or any other Participant, and no such Person shall be deemed First-Citizens Bank & Trust Company's agent. You agree to comply with any other requirements promulgated or implemented by TCH or First-Citizens Bank & Trust Company in connection with the use of the RTP System, including transaction, volume, and velocity limits.

d. Account Information. We are not required to give you a separate notice of our receipt of an RTP. We will report RTP activity through your selected Online Banking Services. Considering the nature and immediacy of RTP, we recommend that you monitor the use of the RTP Service and your Accounts as often as reasonably possible. Your transaction Accounts can receive an RTP at any time on any day unless you affirmatively choose to block RTP as described below.

e. Receipt of Payment Message. Upon receipt of a Payment Message for your Account, we will make a decision on the Payment Message (such decision options are described below) within the time required under the RTP Rules and so notify the Sending Participant.

f. Reject

(i) We may reject the Payment Message if:

1. The Account identified in the Payment Message is:

a) Closed, invalid, or being monitored for fraudulent or other illegal activity, or

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b) Is not a "transaction account" as defined in the Federal Reserve Board's Regulation D (12 C.F.R. Part 204);

2. You elected to block the Account from RTP; or

3. The RTP cannot be accepted for legal or regulatory compliance reasons.

(ii) If we reject the RTP, it will not be made available in the Account and will be returned to the Sending Participant.

g. Accept. We may accept the Payment Message in any order convenient to us, regardless of the order in which it or other deposits, credits, or debits was received, and make the funds immediately available in the Account.

h. First-Citizens Bank & Trust Company Accepts Without Posting. We may accept a Payment Message without posting if we determine, in our sole discretion, that we require time to review the message for legal, compliance, or risk management reasons. Funds are not made available in the Account at this point. Within the time specified in the RTP Rules, we are required to accept or reject the Payment Message.

i. Request for Return of Funds. Under the RTP Rules, a Sending Participant may initiate a Request for Return of Funds for any reason, including for an unauthorized, erroneous, or fraudulent RTP. If we receive such a request on an RTP received by you, we are required to respond and investigate the claim. You are required to respond to us promptly if we ask for assistance in the investigation of the claim. You may be required to return the funds received from the RTP including if the RTP was unauthorized, erroneous, or fraudulent, and we reserve the right to debit your Account for such return.

j. Opting Out of RTP and Block. We recognize that you may have reasons for not wanting to accept RTP to your Accounts. We offer the option of opting out of receiving RTP by placing a block on one or more designated Account(s) or all of your Accounts (each such Account so blocked being a "Blocked RTP Account"). If we receive a Payment Message to a Blocked RTP Account, we will reject the Payment Message and return the payment. You accept full responsibility for the rejection and any implication for the rejection with the Sender.

k. Use of Third Parties. You may not engage a Third-Party Service Provider or use this RTP Service on behalf of any third-party including affiliates and subsidiaries without advance written consent from us and completion of forms and agreements, and provision of such information, as we may require.

l. Transaction Data. You acknowledge and agree that TCH may use data about you, including transaction data collected in connection with TCH's operation of the RTP System, for any business purpose, including TCH's operation of the RTP System, in its sole discretion. We have no control over TCH's use of your data and disclaim any liability relating to or resulting from such use.

13. Wire Transfers and Payment Orders

a. Transfer Requests and Charging Your Account – YOU ARE RESPONSIBLE FOR UNAUTHORIZED TRANSFERS. Funds transfers from your accounts are payment orders governed by the New York Uniform Commercial Code. These include wire transfer requests, requests for payments from the account through automated clearinghouse credit entries and payments to others from the account through bill payment services. When you transmit a request for a wire transfer, or you send an automated clearinghouse file for credit entries to us, or use our bill payment services (collectively, an "Order"), you authorize us to process the Order and charge your account for the amount indicated plus any fees. We are not obligated to accept an Order. We may refuse an Order at any time, either for cause or without cause. We may charge an Order to any of your accounts if your designated account lacks sufficient available funds.

If we accept your Order, you may initiate transfers (both U.S. dollar and foreign currency) from your designated accounts. These may be single transactions or, if approved by us, standing instructions to initiate Orders. Orders that have a "send date" of "today" must be received by us in sufficient time to allow us to accept or decline by our wire transfer cut-off times.

Security Procedures may vary depending on the manner in which you communicate with First-Citizens Bank & Trust Company. The Security Procedures include but are not limited to process controls, technological controls and third-party applications and are described in this Agreement and in connection with our Online Banking Services (including manuals, agreements, disclosures and other documents made available to you through our Online Banking Services). You agree to review all Security Procedures as described below. We may offer Security Procedures with enhanced capability of detecting unauthorized use (e.g., multi-factor authentication).

You agree that the authenticity of Orders issued to us in your name as sender will be verified pursuant to the Security Procedures. You agree that an Order that is received by First-Citizens Bank & Trust Company is effective as an Order issued by you and will be binding on you, whether or not authorized by you, if the Order was accepted in good faith by us and in compliance with the Security Procedures.

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You also agree that any Order that is received by us in your name as sender is authorized by you — whether or not we verified the authenticity of the Order in compliance with the Security Procedure — if the Order is initiated, approved or authorized by any person with actual authority from you to access, use or send Orders. This includes any person authorized by you to transact on the account, any person acting in the capacity of your agent, any Contracting Officer, Authorized Signer or Administrator or User of Online Banking Services (as defined in our Online Banking Services agreement), each of your officers and employees, and any person given access to the Security Procedures by any of the foregoing. Actual authority may also arise by operation of law (e.g., your CEO or Chairman of your Board of Directors) in addition to any of the foregoing. We may act upon and you will be bound by Orders received by us in your name from any of these persons or any other person operating under your actual authority to access, use or send Orders, unless and until First-Citizens Bank & Trust Company has been notified of your withdrawal of such authority and First-Citizens Bank & Trust Company has had a reasonable time to act. You will be bound by such Orders even if we did not verify the authenticity of the Order in compliance with the Security Procedures.

You agree that the Security Procedures are a commercially reasonable method of providing security against unauthorized Orders, unless and until you have notified us otherwise. You agree that you will review the Security Procedures at the time you begin to use our services and from time to time thereafter to determine if the Security Procedures are or have ceased to be a commercially reasonable method of providing security against unauthorized Orders. You agree to notify us immediately if the Security Procedures cease to be commercially reasonable for you. When making this determination, you agree to assess your circumstances, including the size, type and frequency of Orders you normally issue and alternative Security Procedures offered by us for your use (if any). We may offer Security Procedures with enhanced capability of detecting unauthorized use (for example, multi-factor authentication). If you decline to use these enhanced Security Procedures, you agree that the procedure used by you is commercially reasonable for you.

You agree that First-Citizens Bank & Trust Company is authorized to disregard, delay or refuse any Order received by us in your name as sender, whether or not authorized by you, for any reason or for no reason. We are authorized by you to disregard, delay or refuse an Order notwithstanding that the authenticity of the Order was verified using the Security Procedures or was initiated, approved or authorized by a person with actual authority from you.

b. Limitation to Business Purpose: You may initiate Orders from your account for business purposes only; Orders for consumer purposes (that is, for personal, family or household purposes) are not permitted. You shall not submit an Order on behalf of a third party without our prior written consent, whether or not for business purposes.

c. Available Funds. We may refuse an Order if there are not sufficient collected and available funds in your account on the date, we initiate the transaction or transfer the funds. We may place a hold on funds pending our processing of your Order.

d. Cut-off Times for Orders. We will use our best efforts to execute an Order the day of receipt if we can authenticate it before our Business Day cut-off times for Orders. Our processing hours for Orders vary based on the location, transaction type and other factors. We may process any Order we receive after our cut-off times on our next funds transfer Business Day. Our wire cut-off times are posted on our website (see Appendix A of this Deposit Agreement).

e. Checking the Status of an Order. Through our Online Banking Services, you may review an Order. For U.S. dollar denominated wires, you may view the transactions on the day they are processed. Foreign currency wires generally appear on the report the day after they are processed. You agree to review the status of an Order promptly and in any event on the same Business Day as the information is made available to you. While we will use reasonable efforts to process your Order upon receipt, processing of Orders may be delayed or cancelled for compliance, legal, fraud review, data quality and other reasons.

f. Approval of Orders. It is your responsibility to determine the Security Procedures you believe to be appropriate for you, but the Bank strongly recommends that you institute an enhanced process for your Orders. We recommend dual approvers on all Orders to help secure and protect your account and data from misuse, fraud and theft. If you choose to allow wires to be sent without an approval step, you agree that you will be liable if fraud occurs, and we may require you to sign a waiver.

g. Instructions. Your Orders must comply with all applicable laws, rules and regulations and with any user instruction provided to you. We are not responsible for detecting or rejecting duplicate Orders. If you give us an Order that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. You must accurately and completely describe transaction beneficiaries and financial institutions in your Orders. If you describe any beneficiary or institution inconsistently by name or routing or account number, we and other institutions may process the Order using commercially reasonable efforts even if the number identifies a person or entity different from the named beneficiary or institution.

h. Cancellation and Amendment of Orders. You may not cancel or amend an Order after we receive it. If we attempt to cancel, amend or reverse an Order at your request, we assume no liability for any loss (including interest) that results if the reversal is not affected. You agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs) incurred by us in effecting or attempting to effect any cancellation, amendment or reversal. You are solely responsible for providing notice to beneficiaries that a cancellation, amendment or reversal is being transmitted and the reason for the same in a timely manner.

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i. Refusal or Rejection of Orders. We may refuse or reject any Order with or without cause or prior notice. We will notify you of such refusal electronically, in writing, by telephone or otherwise after the date the Order was to be effected. We are not liable to you for refusing to execute or for rejecting an Order.

j. Notice of Returned Orders. We will notify you electronically, in writing, by telephone or otherwise of any Order that is rejected or returned for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute the Order. We may attempt to resend the Order if the return is due to our error, and we have sufficient data to resend the Order.

k. Duplicate and Erroneous Orders. You acknowledge that the Security Procedures are for the purpose of verifying authenticity and not to detect errors. We have no obligation to detect errors in Orders (e.g., an erroneous instruction to pay a beneficiary not intended by you or to pay an amount greater than intended by you or an erroneous duplicate payment order). If we do detect an error on one or more occasions, we are not obligated to detect the same error or other errors in future Orders.

l. Authorized Representatives. You may be required to provide names, signature examples, email addresses and telephone numbers of authorized representatives. We may rely on any authorized representative until we receive written notice deleting that authorized representative. You will be bound by Orders from an authorized representative, as set forth in Section 12a ("Transfer Requests and Charging Your Account – YOU ARE RESPONSIBLE FOR UNAUTHORIZED TRANSFERS") of this Deposit Agreement.

m. Repetitive Orders. When we have a repetitive transfer request form acceptable to us on file, we may allow repetitive Orders by telephone, by email or with the online wire transfer product. You will be bound by such Orders as set forth in Section 12a ("Transfer Requests and Charging Your Account – YOU ARE RESPONSIBLE FOR UNAUTHORIZED TRANSFERS") of this Deposit Agreement.

n. Written Orders. You should initiate Orders through the Bank's Online Banking Services or through one of the Bank's electronic direct transmission services. At our discretion, we may accept written payment orders, in a form acceptable to us and signed by a Contracting Officer or Authorized Signer or through other channels, but we are not required to do so. To verify that the authority of a person signing a written payment order or approving an Order through another channel, we may (but are not obligated to) contact a second Contracting Officer or Authorized Signer to confirm the instructions, in our sole discretion, but are not obligated to do so. Written payment Orders have an increased risk of fraud, and in using this method, you acknowledge and accept the risk of doing so. We have no obligation to accept written or other Orders.

o. Confirmations and Monthly Account Statements. We may (but are not obligated to) send a confirmation via Electronic Communication, fax or otherwise after executing an Order. Orders processed to or from your account will also appear in our Online Banking Services (typically, the same date as execution occurs) and on your account statement. We strongly encourage you to reconcile your transactions online immediately and to notify us of any unauthorized use. You must examine any confirmation made available to you (whether through our Online Banking Services or other Electronic Communication).

We will provide you with a periodic account statement. We may provide this to you as an Electronic Statement or in a paper form or both. You agree to review your account statement immediately and to examine your account statement, in accordance with Section 6t ("Reporting Unauthorized Transactions and Errors") of this Deposit Agreement. You must notify us in writing of any unauthorized Order(s) or use of electronic banking no later than 30 days after the confirmation or the account statement showing the unauthorized use is made available to you, or such longer period as may be provided in any law that cannot be varied by agreement.

You are in the best position to discover and report any errors or unauthorized transactions involving your account. If you fail to notify us within a reasonable time (not exceeding 30 days after your statement date or after the date the information about the Order is made available to you, whichever is earlier) of an unauthorized Order or other unauthorized transaction involving any of your accounts, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer.

Without regard to care or lack of care by either you or us, if you do not discover and report an unauthorized Order or other unauthorized transaction within 30 days after the date of your statement or the date the information about the Order or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us.

p. U.S. Dollar International Transactions. If your Order involves a cross-border transfer, funds may be transferred in the currency of the country of the beneficiary's bank at the buying rate of exchange for U.S. dollar transfers as determined by the bank making the conversion. We may, if your Order meets our eligibility criteria, and unless you have expressly instructed us otherwise in writing, employ automated, rules-based processes to convert your U.S. dollars to your selected target currency for you, in which case the exchange rate will be the conversion rate calculated by our systems. Cross-border transfers may be returned based on local laws and practices. If for any reason the transfer is returned, we may accept a refund in U.S. dollars in the amount of the foreign credit based on the buying rate of the bank converting the currency to U.S. dollars on the date of the refund, less any charges and expenses incurred by us. If we receive the returned amount in foreign currency, we may use any

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exchange rate chosen by us. You are responsible for any risks associated with currency exchange rate fluctuations. You understand and agree that the exchange rate chosen by us may not be the most advantageous rate available to you at the time and that pricing may differ across channels as a result of delays in the dissemination of price updates from pricing sources, latencies in market infrastructure, or our internal processing or communication systems. Foreign transactions may be subject to fees assessed by foreign banks, correspondent banks and other intermediaries, and you authorize us to apply any resulting charges to your account.

q. Bank Agents and Systems. We are not liable for a mistake or delay of any other person or system executing an Order such as a Federal Reserve Bank, SWIFT or another financial institution. Your Orders are subject to the rules of the funds transfer system through which the transfers are made. All international U.S. Dollar Orders are sent as a first preference using the bank's network of correspondent partners. We are not obligated to use or provide our correspondent any intermediary bank instructions provided by you.

r. No Attorneys' Fees. No attorneys' fees will be awarded in an action over or related to your Orders.

s. Currency Exchange Transactions. First-Citizens Bank & Trust Company offers foreign exchange services, including the purchase, sale or exchange of currencies in the spot market with contemplated delivery terms not to exceed two Business Days ("FX Transaction"). You may use a specific foreign exchange service after you have been approved by us for that service. Any FX Transaction that requires the wire of funds in any currency shall be deemed to be an Order subject to the other terms and conditions set forth in this Section.

We may require that you accept an FX Transaction and confirm information relevant to that FX Transaction, including the amounts of any given pair of currencies to be purchased, sold or exchanged, the rate of exchange and other instructions. Upon such acceptance and confirmation, you are irrevocably authorizing the Bank to enter into the FX Transaction on your behalf and to debit from any account that you maintain with First-Citizens Bank & Trust Company the U.S. dollar equivalent of any amounts due in connection with the FX Transaction. Unless we have separately agreed otherwise, you are obligated to pay any amounts due in connection with the FX Transaction on the date that you accept and confirm that FX Transaction, regardless of whether the FX Transaction is completed. We shall not be responsible for any delay in settlement, execution or completion of an FX Transaction for any reason. Once an FX Transaction is accepted and confirmed, it may not be canceled or amended. We may rely on your acceptance and confirmation of an FX Transaction regardless of whether it is in writing, verbal or electronic, and you hereby waive any right to assert as a defense to liability with respect to an FX Transaction the lack of a writing signed by you that would otherwise be required to satisfy the statute of frauds, including the New York General Obligations Law Section 5-701 or any comparable statute.

You shall be liable for, and you hereby indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, margin obligations, costs or expenses (including attorneys' fees and costs) incurred by us arising from any FX Transaction, and you shall pay us, on demand, any such amounts, together with any interest accrued thereon at a rate per annum equal to our most recently announced prime rate (even if it is not the lowest interest rate that we offer) plus five percent, computed based on a 360- day year for the actual number of days elapsed from the date on which we incurred such losses, damages, costs, margin obligations or expenses, plus any processing expenses and fees. If you do not immediately reimburse us such amounts, we may apply any collateral or reserve as security therefore, exercise set off rights or, in our sole discretion, treat such amounts as an advance under any credit facility extended by us to you, in any order, combination or manner.

t. Incoming Wires. You agree to pay our fees and charges for wire transfers received by us from others for credit to your account. We may accept such wire transfers and credit your account without verifying the authority of the sender. We may but are not obligated to provide a confirmation or other notice to you of the transaction but will provide you with information on your account statement. If the incoming wire transfer is denominated in a currency other than U.S. dollars, then you agree that we (i) have no obligation to convert the funds to dollars or to seek to contact you for authorization to convert to dollars but may do so if we receive authorization from you; and (ii) are authorized by you to return the wire transfer at any time.

u. Drawdown Wire Service. By executing an Enrollment Form requesting First-Citizens Bank & Trust Company Drawdown Wire Services, you agree and request that we execute drawdown requests received through FED Wire, SWIFT or other funds transfer system acceptable to First-Citizens Bank & Trust Company against the account(s) identified in the Drawdown Wire Service Enrollment Form. You authorize First-Citizens Bank & Trust Company to debit the account(s) for the amount of the wire transfer drawdown request if the information contained in the request is consistent with the information provided to First-Citizens Bank & Trust Company on the Drawdown Wire Service Enrollment Form. The authority granted to First-Citizens Bank & Trust Company shall continue until thirty (30) days after First-Citizens Bank & Trust Company receives written notice from you revoking such authority.

On the Drawdown Wire Service Enrollment Form you shall provide First-Citizens Bank & Trust Company with a list containing: (a) the name and ABA routing number of each financial institution which you authorized to request and receive drawdown wire transfers out of the identified account(s); and (b) the titles and account numbers of your accounts with each financial institution which are to be credited, if applicable.

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Before executing a wire transfer drawdown request, First-Citizens Bank & Trust Company will verify that the financial institution requesting the drawdown wire transfer and the account to receive the transfer are included on such list. If the financial institution or account to receive the transfer is not identical to the information included on such list, First-Citizens Bank & Trust Company has no obligation to honor the wire transfer drawdown request or make the drawdown wire transfer. Bank has no obligation to honor the Drawdown Request or make the drawdown transfer if your account does not have enough collected and available funds.

In the event that the drawdown request contains the correct account number, payment may be made on the basis of the account number, even if it identifies a person different from the named beneficiary. Similarly, if the drawdown request identifies a participating financial institution inconsistently by name and identification number, the identification number may be relied on as the proper identification of the financial institution.

14. Notices, Electronic Communications, Signatures and Records

a. Use of Electronic Communications. You agree that we may, at our option, use Electronic Communications, electronic records and electronic signatures in our relationship with you. Our use of Electronic Communications, signatures and records may extend to any agreements, including any Related Agreements, undertakings, notices, disclosures and other documents, communications, notices or information of any type sent or received in connection with any Deposit Services, including any banking, deposit, loan or other credit arrangement, foreign exchange or other product or service provided or extended by us to you or in connection with the ongoing relationship, banking or otherwise, between you and us or any of our affiliates or service providers.

b. Means of Communicating. We may send you any notice or other communication via the U.S. Postal Service, messenger, Electronic Communications, message on your statement or other reasonable means. We may send communications to any physical or email or other address for you, shown on our records. If our records show multiple addresses for you, we may use any one address for communicating to you on any topic. The methods we use to provide notices or other communications may, to the extent otherwise permitted by law, include (i) Electronic Communication to your email account, mobile telephone number or other Electronic Communication device address ("Electronic Addresses"), (ii) posting it on our website, (iii) contacting you telephonically at any number, cellular or otherwise, we have on record or (iv) making it available to you on our website through a link provided on a notice, statement or other communication. We may require that certain communications from you be delivered to us on paper at a specified mailing address.

c. Authorized Addresses. You agree that we may use any Electronic Address you, or a Contracting Officer or Authorized Signer, or other authorized representative of yours, provides to us in the course of our relationship with you (e.g., communications regarding transactions or activity regarding one account, product or service may be sent to you via the email address you or these persons provided to us in connection with the Deposit Services or a different account, product or service). You agree to provide us with your current physical address and Electronic Address and to notify us promptly with any updates to those addresses so we may continuously and effectively communicate with you. You may instruct us to change the physical address or Electronic Address to which we send communications, which will be effective after we have had a reasonable time to react to and implement the change. If you need to update your physical address or Electronic Addresses or other contact information with us, you must do so by calling us at 1.800.774.7390 or 1.408.654.4636; emailing us at clientsupport@firstcitizens.com; or mailing us at First-Citizens Bank & Trust Company, Attention: Client Services, 4950 South 48th Street, Phoenix, AZ 85040.

d. Retain Copies. It is your responsibility to access and retain copies of all Electronic Communications that we provide you. If you ask us for a paper copy of an electronically delivered communication, we may charge you a fee for providing the copy. If you have any trouble printing out or downloading any communications or decide you want a paper copy at a later date, you may request paper copies from us by calling us at 1.800.774.7390 or 1.408.654.4636; emailing us at clientsupport@firstcitizens.com or mailing us at First-Citizens Bank & Trust Company, Attention: Client Services, 4950 South 48th Street, Phoenix, AZ 85040. We are not responsible for retaining copies of Electronic Communications sent to you.

e. Communications from Unauthorized Persons. If we receive an Electronic Communication in your name that purports to have been sent or made by you or your authorized representatives, you agree to be bound by the communication and acknowledge that we may rely upon and treat the communication as an authorized communication from you, even if it was not authorized by you. An Electronic Communication may serve as your electronic signature and may bind you to agreements, contracts and/or terms and conditions with us. If we receive an Electronic Communication in your name that was or appears to have been authorized by you or by someone authorized by you, you shall be bound by the communication, and we may rely upon and treat the communication as an authorized communication from you regardless of whether we used any available Security Procedures to authenticate the communication or whether Security Procedures may have detected the error.

f. When Deemed Received. Electronic Communications from us to you will be deemed received by you upon the earlier of your actual receipt of the Electronic Communication or the next Business Day following the day on which the communication was first sent to you, or as otherwise may be set forth in the communication. Any communication you send to us will not be effective until we actually receive it and have had a reasonable opportunity to act upon it.

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g. Notification Required by First-Citizens Bank & Trust Company. If there are multiple Contracting Officers or Authorized Signers associated with any account, product or service we provide to you, we may send notices, periodic statements and other communications to any one or more of them, and the notice, periodic statement or other communications will be deemed delivered to you. You assume the risk of loss of any such communication sent in the mail or by electronic transmission.

15. Other Terms and Conditions

a. Adjustments. We may make adjustments to your account whenever a correction or change is required (e.g., adjustments might occur if deposits are recorded or keyed in the wrong amount or items you deposit are returned unpaid). We may elect, at our discretion, not to make an adjustment to your account to correct an error which you or a third party (e.g., another financial institution) causes if the adjustment is less than $5.00 (five U.S. dollars) or our cost to make the adjustment is greater than the amount in question.

b. Compliance with Laws, Rules and Regulations. You agree to comply with all applicable laws, rules and regulations. You may not use your account, product or service or any Card or related services for any illegal transactions or activities, (e.g., those prohibited by the Unlawful Internet Gambling Enforcement Act). The provisions of Section 10b ("Card Issuance and Use") of this Deposit Agreement apply to Card and other banking services in this regard. This obligation includes your agreement to comply with applicable laws and regulations resulting from economic sanctions laws and regulations of the U.S., including regulations issued by OFAC, and Executive Orders issued by the President of the United States and state and federal anti-money laundering and Bank Secrecy Act requirements. If we are uncertain regarding the legality of any transaction, we may take certain actions, including but not limited to, refusing the transaction or freezing the amount in question while we investigate the matter. We may refuse any transaction when we believe that doing so is necessary to avoid a loss or mitigate a risk to us.

For foreign transactions: You agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by or arising out of your action or inaction. This obligation will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire into or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

c. Conflicting Demands/Disputes. If there is a conflict among your officers, Contracting Officers, Authorized Signers or other persons purporting to have rights to represent you or to sign on an account, we reserve the right (but are not obligated to) require all such persons to sign a check or approve an instruction or otherwise agree upon and provide consistent instructions. In addition, if there is any uncertainty regarding the ownership or control of an account or its funds, there are conflicting demands over its ownership or control, there is a conflict among signers, we are unable to determine any person's authority to give us instructions, we are requested by a federal, state or local agency to freeze the account or reject a transaction or we believe a transaction may be fraudulent, violate any law or pose an unacceptable risk to us, we are authorized, at our sole discretion, to freeze your funds and to do some or all of the following at our sole discretion: (i) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of a person's right and authority over the account and its funds; (ii) refuse deposits or withdrawals or other instructions and transactions and to return checks with the notation "Refer to Maker" (or similar language); (iii) require the signatures of all Contracting Officers, Authorized Signers or other signers on the account for the withdrawal of funds, the closing of an account or any change in the account regardless of the number of persons on the account; (iv) freeze your funds and request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; (v) bring an action in interpleader for a court to determine ownership of disputed funds without liability to you for damages, even if the interpleader action is refused as unavailable, and charge the account for our interpleader costs and fees (including attorneys' fees); and/or (vi) continue to honor checks, Orders and other instructions given to us by persons who appear to be authorized to transact on the accounts on your behalf according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction. You assume all liability for, and you agree to indemnify, defend and hold us harmless from any and all proceedings, losses, damages, liabilities, claims, demands, costs or expenses (including attorneys' fees and costs) incurred by us as a result of any instructions or transactions authorized by any person shown in our records as being authorized to transact on the account.

d. Contacting You. You understand that we or our agents, including third- party service providers, may contact you at any email address or telephone number you provide to us, including any mobile phone provided to us. You authorize us and represent and warrant to us that each Cardholder and each individual whose contact information you provide to us has authorized us, to send and has agreed to receive fraud alert and other emails, calls and other forms of communications, such as text messages or prerecorded or autodialed calls and messages. You understand that your internet, mobile phone or other service provider may charge you for these calls and messages and you agree that these costs are your responsibility.

e. Gathering Information. You authorize us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties. We may also report the status, history and/or closure of your account to such third-party services. You agree to provide us with a current financial statement upon request. You authorize us to gather credit information on any owner, Contracting Officer or Authorized Signer on your account, including any principal or officer of your

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business. You will ensure that such persons have authorized this action by us. The owners or Contracting Officers on the account are responsible for notifying all other signers on an account of our right to obtain their credit history information.

f. Deposit Insurance. Funds in your deposit accounts are generally insured up to $250,000 per depositor by the Federal Deposit Insurance Corporation (FDIC). The FDIC provides separate coverage for deposits held in different account ownerships such as: (1) individual or single ownership accounts; (2) joint ownership accounts; (3) revocable trust accounts (including payable-on-death accounts); (4) corporations, partnerships, and unincorporated association accounts; and (5) certain individual retirement accounts.
Funds are insured to $250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC.
To calculate your deposit insurance coverage, use the FDIC's Electronic Deposit Insurance Estimator (EDIE) at https://edie.fdic.gov. For questions about FDIC coverage limits and requirements visit https://www.fdic.gov/resources/deposit-insurance/understanding-deposit-insurance or call toll-free at 1-877-ASK-FDIC.

g. Dormant Accounts. A dormant account is an account that has had no qualifying activity (e.g., a deposit or withdrawal initiated by you) for a period of one year (12 consecutive months). We may refuse to post any transactions to or from accounts we classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. All dormant interest-bearing accounts continue to earn interest. Account maintenance fees continue to apply to your dormant account. Fees are not reimbursed for dormant accounts that are later reclassified as active. We may hold all account statements for your dormant account, but you are deemed aware of and subject to any information contained on such statements.

We may transfer (escheat) the funds in your account, in addition to any other property we may hold to the appropriate state if no activity occurs in the account, or you fail to communicate with us regarding your account within the time period specified by the applicable state law; Bank fees or charges are not considered activity. Accounts with a non-U.S. address on file will be surrendered to the State of North Carolina. We may impose a fee for sending a dormant account notice to you prior to transferring the funds to a state. As allowed by state law, you may file a claim with the state to recover any funds transferred to them.

h. Force Majeure. We are not liable for any loss, cost, expense, error, failure to perform or delay caused by or arising from (i) any inaccuracy, act or failure to act of any person not within our reasonable control (such as the failure of other financial institutions to provide accurate or timely information), or (ii) an accident, fire, flood, war, riot, electrical, mechanical or communication failure, acts of third parties, acts of God or any cause or event beyond our reasonable control.

i. Information Processing and Reporting. We are not responsible for determining the accuracy, timeliness or completeness of any information that you, your agents or others provide to us. We will not have a duty to interpret the content of any data, documents or other information that you have transmitted to us, except to the limited extent set forth in this Deposit Agreement. Unless otherwise expressly agreed in writing, we will not be required (by means of any Security Procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or your agents. Our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a service for any reason, we will inform you of the problem and will take commercially reasonable steps to resume the service.

j. Legal Process. We may comply with any legal process relating to your account, including a levy, attachment, execution, garnishment, withholding order, restraining order, subpoena, warrant, government agency request for information, forfeiture or seizure, or other legal process which we believe (correctly or otherwise) to be valid. If we are required under the legal process to turn over funds, records or other property or information, we may deliver such property or information immediately or hold it for a longer period as permitted by law. We may also freeze the funds or the account to allow us to determine the appropriate course of action. Unless required by law, we may, but are not required to, notify you of such legal process by telephone, electronically or in writing. If we are not fully reimbursed for our research, photocopying, handling and other costs (including attorneys' fees) associated with responding to the legal process by the party that served it, you agree that we may deduct such costs from any of your accounts, in addition to our legal process fee. Any legal process against an account of yours is subject to our right of offset and any security interest we have in the account. We will not provide notice to you if we believe the law prohibits us from doing so.

We may charge your account a fee for each legal process served on us relating to your account. If we are not fully reimbursed for our research, photocopying, handling and other costs (including attorneys' fees) associated with responding to the legal process by the party that served it, you agree that we may deduct such costs from any of your accounts, in addition to our legal process fee. Any legal process against an account of yours is subject to our right of offset and any security interest we have in the account.

We are not obligated to pay interest on any funds we deliver or set aside in response to legal process. You agree that we may honor legal process that is served personally, by mail, by electronic notification (such as email or facsimile transmission or other means) at any of our branches or business offices (including locations other than where the funds, records or other property or information sought are held), even if the law requires personal delivery at the branch or office where your account or records

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are maintained. You acknowledge that accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. – Client Trust Account") may be subject to a legal process. Our compliance with a legal process may result in the return of checks or other items drawn on your account unpaid.

We have established a legal process cut-off time, which affects our obligations to pay or return checks and other items. If we receive a legal process before our legal process cut-off time, we may review checks and other items presented for payment against your account on the previous Business Day to determine whether we are required to return any of them unpaid to comply with the terms of the legal process. If we receive legal process after the cut-off time, we may or may not review checks and other items presented the previous Business Day.

k. Linked Accounts. We may let you, at our discretion, link other accounts you have with us or our affiliates to your checking account to help you reduce some fees and get relationship interest rates, if applicable. Contact Client Services (see Appendix A) to determine what accounts may be eligible to be linked, any additional requirements and what the benefits are from linking accounts, if any.

l. Order of Payments. This paragraph describes, generally, how we post transactions to accounts. Please note that this process may change from time to time, without prior notice to you. Our order of posting depends on a number of factors, including when a transaction occurs, whether it has already been approved by us or has become final, the order in which it presented, the amount, system availability, potential risk of loss to the Bank and the type of transaction in question, among other variables. Typically, we post all credit transactions such as deposits, ACH credits and incoming wire transfers before we post debits. There may be exceptions to this practice. When processing debits we generally post all transactions in a particular transaction group sorted in chronological order from low to high dollar amount (e.g., we post all ACH debits from low to high dollar amount before we post all checks, which would also be sorted from low to high dollar amount). We reserve the right to post transactions that are payable to us first, and we may post any transaction earlier or later in the process than indicated. As such, if you want to avoid an overdraft, overdraft fees or the possibility of a rejected transaction, you should ensure that your account has sufficient funds to cover each of your transactions and any applicable fees.

m. Overdrafts. If you do not have sufficient available funds on deposit in your account to cover the amount of a check or other transaction (e.g., in-person withdrawal, automatic payment, a wire transfer or other electronic transaction) at the time the transaction is presented for payment, we may, subject to any separate enrollment by you in our Overdraft Protection, return the check or reject the transaction without payment. If we opt to return the check without payment, a return item fee or other fees may apply. We may elect, however, in our sole discretion to create an overdraft by paying the check or permitting the transaction. We have no liability to you for rejecting some checks or other charges and paying others or otherwise processing a transaction when your account is overdrawn, even if the check or other charge that we choose to pay is payable to us or your account is overdrawn due to Bank fees or charges.

Subject to any separate enrollment by you in our Overdraft Protection, we may charge a fee for each check or other charge that overdraws your account, whether we pay the check or other charge or return it unpaid. These transactions may include processed or rejected ATM or debit card withdrawals and transfers, electronic fund transfers, debits due to point-of-sale purchases, telephone transfers, automatic transfers, pre-authorized debits or debits from wire transfer instructions or any other types of withdrawal, transfer or payment transaction presented to us when your account has insufficient available funds. Note: If you make a deposit on the same day that an item, service charge or transaction creates an overdraft (a "temporary or "intra-day overdraft"), we may charge the fee for the overdraft since the covering deposit may not be posted until the end of the Business Day. In some cases (e.g., deposits received after our processing cut-off time), the deposit may not be deemed received until the next Business Day.

The provision of account withdrawal or transfer services is not an extension of credit or a commitment to extend credit to you. If the available balance in the account is less than the sum of all requested disbursements on any Business Day, we reserve the right, subject to any separate enrollment by you in our Overdraft Protection, not to overdraw the applicable account. While we may make efforts to apply available funds to individual checks or other charges, we do not warrant the order in which we may do so. Neither do we warrant that we will apply all available funds in such a situation. If you have authorized an ACH file containing individual payment orders and the applicable account has insufficient funds, we reserve the right to reject the entire file.

Subject to any separate enrollment by you in our Overdraft Protection, if we permit an overdraft or otherwise allow your account balance to drop below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us. You agree that we may use funds in another account of yours or subsequent deposits and other credits to the account, to cover any overdraft existing in your account, to the fullest extent permitted by law.

Each account owner is responsible for paying any overdrafts created by any Contracting Officer, Authorized Signer or other signer or party to the account, whether or not the owner participates in the transaction or benefits from its proceeds.

Subject to any separate enrollment by you in our Overdraft Protection, our payment of any check or allowance of any transaction that creates overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of you overdrawing accounts.

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n. Notices to Us. You must mail or deliver all notices to us in writing at First-Citizens Bank & Trust Company, 2625 Augustine Drive, Suite 301, Santa Clara, CA 95054, or at such other address as we designate in a Related Agreement for matters pertaining to that agreement. Notices sent elsewhere may be delayed or not reach the correct office, and we will have no obligation with respect to their contents. You may also communicate to us electronically by contacting Client Services (see Appendix A). We are authorized at our sole discretion to require an Electronic Communication from you to be confirmed or provided in writing before we act upon it and will inform you if we exercise this right.

o. Research We Do at Your Request. There may be times when you want us to do special research or photocopying for you (e.g., if you need copies of your paid checks for tax reasons and we must photocopy them from our records). We may charge you for this work. If you ask us, we will estimate these costs for you before we start the work. Not all records may be available to us. Typically, we do not have access to records that are older than seven years.

p. Set Off and Security Interest. We may charge or set off funds in your account for any direct, indirect and/or acquired obligations that you owe us, regardless of the source of the funds in the account, to the fullest extent permitted by law. We are not required to provide notice before applying your funds to any debt you owe to us. Such set off may result in your payment of an early withdrawal penalty and/or checks drawn on your account being returned unpaid. Returned checks are subject to an insufficient funds fee being incurred by you. In addition, as security for any amounts owing to us now or later under the Agreement, any Related Agreement, or any loan agreement, other debt obligation or other obligation to the Bank, you grant us a security interest in all of your accounts, including all current and future deposits and any renewals and proceeds thereof, and all other monies, documents, investment property, instruments and other property that is now or in the future in our custody or control, and all products and proceeds of any such property and any replacements, accessions, substitutions and additions to such property, including, if you have entered into any of our sweep programs, any fund shares, repurchase agreements, deposits placed with other banks, or other assets or property that we purchase, hold or maintain for you pursuant to that program. You agree that we will have all the rights and remedies of a secured party under the Uniform Commercial Code with respect to all such property. The security interest granted by this Agreement is consensual and is in addition to our right of setoff and any other rights that we may have under applicable law.

q. Severability. If any provisions, terms or aspects of the Agreement are determined to be void, unenforceable or invalid for any reason by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

r. Statements and Notices. We provide you with statements and/or notices via mail, electronically or otherwise, on a periodic basis. You agree to promptly and carefully review them to determine if any errors or problems exist. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement or notice. If you fail to do so, you may become responsible for the losses resulting from such failure (see Section 6t ("Reporting Unauthorized Transactions and Errors") of this Deposit Agreement). Statements are typically made available via our Online Banking Services. If we mail your statements and notices, they are sent to the address of record you provided for your account. Communications from us to you sent by mail to your address as shown on our records are deemed received three days following being placed in the U.S. Mail, postage prepaid or upon receipt by you if earlier. Notify us promptly if you change your address or do not receive your statement by the date you normally would expect to receive it. Duplicate copies can be made available on request if we possess a copy. There may be a charge for duplicate paper statements. If you fail to provide us with a current address, the statement or notice will be deemed delivered to you when they are mailed or otherwise made available to you (e.g., via our Online Banking Services), and you will be responsible for the information contained in the statement or notice. We are not required to continue to mail statements or notices if we receive notification that you are no longer receiving mail at the location designated in our records. If the U.S. Post Office (or its agent) notifies us that your address has changed, we may change your address on our records to the address specified by the Post Office and send notices, statements and other communications regarding your account to that new address. We may agree to hold mail for you but are not obligated to do so. If we agree, then any statement or other notice is deemed to have been delivered to you, and you are deemed to be fully aware of all contents and information in the communication, at the time we first make it available for pick up by you. We are authorized to mail or deliver account statements and other notices to you even if you have previously instructed us to hold mail or otherwise not to send them to you.

s. Survival. Termination of the Agreement by either party shall not affect any of your obligations on your account, any of your Card transactions or other action or inaction by you occurring prior to termination, including but not limited to any indemnification obligation that relates to action or inaction taken prior to termination. Without limiting the foregoing, provisions of the Agreement shall survive where necessary to give effect to the intention of the provision, including but not limited to Sections 1(k), 1(l), 2(h), 7, 10(g), 13(r), 15(d), 15(e), 15(g), 15(j), 15(q) and 15(t).

t. Taxes. You shall pay (or reimburse First-Citizens Bank & Trust Company for amounts paid or required to be collected or paid by First-Citizens Bank & Trust Company) all taxes and similar charges, however designated, which are imposed by any governmental agency or other taxing authority by reason of First-Citizens Bank & Trust Company's fulfillment of its obligations hereunder or any action or inaction by you. Any tax liability resulting from participation in any Service shall be your sole responsibility. For example, you must account for rebates for tax purposes as required by law. In this regard, you acknowledge that merchants may and do report information regarding your participation in Card incentive programs to tax authorities. Notwithstanding the foregoing, you shall not be obligated to First-Citizens Bank & Trust Company for income taxes payable by

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First-Citizens Bank & Trust Company on amounts earned by First-Citizens Bank & Trust Company or property taxes payable by First-Citizens Bank & Trust Company on property owned by First-Citizens Bank & Trust Company.

u. Telephone and Electronic Communication Monitoring/Recording. From time to time, we may, but are not obligated to, monitor or record telephone conversations and Electronic Communications relating to deposits, withdrawals, Orders and other wire transfers, foreign exchange or other banking transactions for quality, training, documentation and control purposes without prior notice to you.

You agree that we may monitor and/or record any telephone or other communication with you. We do not record conversations without consent where consent is required by law. Instructions received from you during calls or from Electronic Communications may be treated as a writing signed by you and may be used by us as evidence that will control in the event of any difference with your records. We reserve the right to authenticate the identity and authority of any person purporting to act on your behalf before taking action with respect to your account(s).

v. Transfers/Assignments. Unless otherwise agreed by us in writing, all accounts are nontransferable and nonnegotiable. You may not grant, transfer or assign any of your rights in or to an account or any rights or obligations under the Agreement without our prior written consent. First-Citizens Bank & Trust Company may assign our rights and delegate our duties under the Agreement to a company affiliated with us or to a third party. We are not required to accept or recognize any attempted grant, transfer or assignment of your account or any interest in it, including a notice of a security interest.

w. Use of Third Parties to Provide Services on Your Account. Some of our services are dependent on third-party service providers. You authorize us to, and we may, use third parties to provide banking products or services to you, and your use of such a provider's services is subject to the provider's terms and conditions. Our responsibility is to use reasonable care in selecting a third party, and we may change service providers without notice to you. We are not, however, responsible for any act or omission by the third party, except as specifically set forth in this Deposit Agreement or where imposed by law. To the extent allowed by law, our liability to you for any harm or loss suffered by you in connection with or arising from any banking account, product or service you receive will be limited to your actual losses (or, if a Related Agreement establishes a lower amount, such lower amount), and we will not be liable for consequential, indirect, incidental, punitive or special damages under any circumstances, including loss of profits and/or opportunity and reputational harm, or for attorneys' fees incurred by you, even if we were aware of the possibility of such damages.

x. Waivers. We may delay or waive enforcing our rights under this Deposit Agreement without losing them. Any waiver by us is not a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest and notice of our rights of every kind to the fullest extent permitted by law. We may waive any terms or conditions with one or more other clients without affecting the terms and conditions of this Deposit Agreement as they apply between you and us.

y. Referrals. To the extent we provide you any information regarding third parties who offer products or services, we provide this information only as a courtesy. We do not make any warranties or representations regarding the third parties or their products or services. If you choose to do business with any such third party, that decision is yours alone, and we are not responsible for the third party's performance or obligated to help resolve any dispute between you and the third party.

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APPENDIX A –First-Citizens Bank & Trust Company Contact Information

Branch Locations
https://locations.firstcitizens.com/search

Client Services (including Online Banking Help Desk):
1.800.774.7390 or 1.408.654.4636 or clientsupport@firstcitizens.com

Commercial Card Services Lost or Stolen Cards:
1.866.563.1335

Commercial Card Services Help Desk:
1.866.553.3481

Audit Confirmation Requests:
www.confirmation.com

Transaction Cutoff Times:
https://innovation.firstcitizens.com/transaction-cutoff-times

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