**Silicon Valley Bank Innovator Card Agreement**

For all customers that have opened an Account with the Bank on or after November 16, 2026, these Terms are effective as of November 2026.

For all other customers, these Terms are effective on March 1, 2027.

These commercial card terms ("Terms"), set forth the terms and conditions of your Innovator Card Agreement ("Agreement") and account ("Account") with First-Citizens Bank & Trust Company ("Bank"). These Terms may be supplemented by any separate agreement entered into between Company and Bank regarding the Account or Cards. Please read this Agreement carefully and keep a copy of it for your records.

These Terms include terms and conditions concerning ancillary products and services that are offered from time to time by Bank associated with the Innovator Card program (the "Ancillary Products and Services"). Nothing in these Terms is intended to be construed as a guarantee that any specific Ancillary Product or Service will be available or made available for use by you, and these Terms may include terms and conditions associated with Ancillary Products and Services that are no longer available or may not be added to your Account.

**1. PARTIES**. In this Agreement, the word "Company" refers to the business organization or sole proprietorship that has applied for the Account. The word "Cardholder" means a person for whom Company has requested and to whom we have issued a Card or Designated Users of Cards. The words "you" and "your" mean Company, all Cardholders, all authorized signers, anyone to whom any of you give a Card (even if they exceed or violate your instructions), and anyone else authorized to use the Account. The words "Bank," "we," "our" and "us" refer to Bank.

**2. DEFINITIONS**. This section defines some important terms used in this Agreement.

2.1. "Account" means the Mastercard Card account(s) of Company maintained with Bank. At Bank's option, one or more Accounts may be opened for Company, for example, for separate divisions of Company, but Company shall be liable on all such Accounts.

2.2. "Arbitration Clause" means Schedule 2 A to this Agreement. **You should read the Arbitration Clause carefully. The Arbitration Clause will affect your rights in the event of a dispute between you and us and includes, in part, waivers of your right to a jury trial or to participate in a class action. You may always attempt to resolve an issue with us directly, and contact one of our customer service representatives, but if we cannot resolve, the dispute will be governed by the Arbitration Clause.**

2.3. "Card" means one or more credit or charge cards (as specified in the "Card Type" option on the application), or other devices by which credit may be accessed, other than a check issued on the Account. "Card" includes any tangible Network-branded card with a number printed on it; a card number; a card number issued without a tangible card (Virtual Cards or Digital Cards); or any other digital card, token, or other means that may be used to access the Account. Card also means Bearer Cards.

2.4. "Cash Advance" means any cash advance and, to the extent permitted, any other cash-like transaction, including Purchases of cash equivalents such as traveler's checks, foreign currency or cryptocurrency; peer to peer transfers, wire transfers or similar cash-like transactions; (whether physical or digital) or race track wagers or similar betting transactions.

2.5. "Charges" refers to all amounts charged to the Account, including without limitation Purchases, Cash Advances, any transaction in which you have evidenced an intention to make a Purchase or obtain a Cash Advance, interest charges, miscellaneous charges and fees, and any other monetary obligations associated with the Account.

2.6. "Network" means Visa, Mastercard, American Express, Discover, or a similar payment network as identified by the network mark on the physical card. A personal identification number (PIN) without use of a card number is not a Card.

2.7. "Outstanding Balance" means the outstanding balance of Purchases, Cash Advance, fees and all other charges associated with the Account.

2.8. "Parent" means any legal entity, including but not limited to a corporation, organization, partnership, or sole venture, which controls a party to this Agreement. For the purposes of this definition, "control" means ownership, whether direct or indirect, of more than twenty-five percent (25%) of the voting, economic or equity interest of an entity.

2.9. "Pricing Schedule" means the fees and charges specified in the Payment and Incentives Schedule hereto, as may be modified from time to time, or as otherwise provided for in these Terms.

2.10. "Purchase" means a purchase or lease of goods or services using your Account.

2.11. "Statement Balance" means the total amount, including principal, and fees outstanding under your Account at the end of each billing cycle.

2.12. "Statement" means the document that we generally provide to you each billing cycle that shows Purchases, Cash Advances, Account activity, and amounts Company owes. Each Statement reflects a single billing cycle. Statements are delivered electronically through the Bank's Online Banking service or, at our option, at the last address(es) shown in our records.

**3. YOUR AGREEMENT TO THESE TERMS**. These Terms become effective when Company has agreed to the Terms or upon first use of any Card, whichever comes first. Company agrees to share this Agreement with all Cardholders and explain that their use of any Card or this Account is subject to this Agreement and the Terms.

**4. COMPANY CREDIT LIMITS.** Bank will establish a credit limit for the Account at a Company-wide level (the "Company Limit") for Purchases ("Purchase Credit Limit") and, at Bank's option, a lower limit on Cash Advances ("Cash Advance Limit," and together with the Purchase Credit Limit, individually and collectively the "Credit Limit"). A Cash Advance Limit is a portion of the Purchase Credit Limit and is only available to the extent there is an amount available under the Purchase Credit Limit. Bank may increase or decrease the Credit Limit or Company Limit at any time to the extent permitted by applicable law.

**5. CARDHOLDER SPEND LIMIT.** Bank or Company may establish individual spending limits for Purchases and Cash Advances on a per Card basis, referred to as "Spend Limits." A Cash Advance Spend Limit is a portion of the Card's overall Spend Limit and is only available to the extent any credit is available under the Card's overall Spend Limit. Spend Limits operate differently than Credit Limits. If you have selected the Company Bill option, once a Cardholder's Spend Limit has been reached in any billing cycle, the Cardholder's Card becomes unusable for the remainder of that billing cycle, even if the Company makes a payment on the Account or Card during that cycle. The Spend Limit on the Card will not be refreshed until the first day of the next billing cycle. It is Company's responsibility to monitor the status of Spend Limits.

If you have selected the Individual Bill option, once a Cardholder's Spend Limit has been reached in any billing cycle, the Cardholder's Card becomes unusable until a payment has been made and credited to the Cardholder's Card. After receiving a payment, we can immediately increase the available credit on the Cardholder's Card, or delay increasing the available credit on the Cardholder's Card for a period of time. Bank may, at any time and at Bank's sole option, with or without notice to Company, increase, or decrease the Spend Limit on any Card.

5.1. EXCEEDING THE CREDIT LIMIT. Company agrees to advise each Cardholder of his or her Cardholder Spend Limit. You understand that once any applicable Credit Limit or Spend Limit is reached or exceeded, we have no obligation to approve any further Purchases or Cash Advances that would exceed or further exceed such Credit Limit or Spend Limit. If a Cardholder attempts a Charge that will cause the applicable principal balance to exceed any applicable Credit Limit or Spend Limit, we may, in our sole discretion and subject to applicable law (i) permit the Charge but not raise the applicable Credit Limit or Spend Limit and treat the Charge as payable over time in accordance with this Agreement; or (ii) decline the Charge. If we permit a Charge, Company will be responsible for paying that amount, including any related fees.

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**6. THE CARDS**. The Card is the property of the Bank and must be returned to the Bank on request. The Bank may revoke any Card or all of the Cards at any time, without cause and without notice. If a merchant or a financial institution where the Card is attempted to be used asks for the surrender of the Card, you must surrender it immediately.

6.1. EXPIRATION. In addition to other limitations under these Terms, the Card will not be valid after the expiration date displayed on the Card, and it must not be used after that date.

6.2. RENEWAL AND REPLACEMENT CARDS. Bank may issue renewal or replacement Cards in our sole discretion, subject to applicable law.

6.3. MINIMUM REQUIREMENTS. Company acknowledges that it must maintain a minimum of one Card open per Account. Failure to maintain at least one Card open for an Account shall authorize Bank to close the Account.

6.4. ADDITIONAL CARDS. Company may request additional Cards which Bank may issue in our sole discretion, subject to applicable law. Company is responsible for all Charges to the Account made by any Cardholder.

6.5. TRANSACTIONS OUTSIDE USE OF A PLASTIC CARD.

6.5.1. Digital Cards. Subject to availability, Bank may at Company's request and at our option issue a Card that has a Card number but no associated tangible Card, called a "Digital Card."

6.5.2. Virtual Cards. Subject to availability and any rules we or a Network may issue, Bank may choose, in its sole discretion, to issue at Company's request and at our option a Card number without a tangible Card, called a "Virtual Card." We or a Network may choose to provide Virtual Cards subject to additional limitations and/or terms and conditions. These limitations could include (but are not limited to) the following: one-time use restrictions, date limitations or other limitations on use Bank has complete discretion to set or change any limits or terms and conditions associated with Virtual Cards for any reason and shall not be required to provide an explanation to Company for any changes to any limitations or terms and conditions except where required by applicable law. Company agrees to observe any special procedures for the issuance, use or security of Virtual Cards.

We make no representations or warranties that Virtual Cards can only be used within the limitations you request. Virtual Cards are provided "as is" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. We are not liable for any errors associated with the use of Virtual Cards, including invalid, inaccurate, or unauthorized payments due to circumstances beyond our reasonable control.

6.5.3. Bearer Cards. Upon Company's request, we may issue Cards that are not embossed with a person's name ("Bearer Card"). Bearer Cards may include Digital Cards, "Department Cards" (cards with no individual name on the card that may be used by multiple individuals in a department of the Company), and Virtual Cards. The Bearer Cards shall be for use by Company's employees, partners, owners, members, officers designated by an authorized officer or representative of Company from time to time (collectively, "Designated Users"). Company understands and agrees that Company has absolute liability for Designated Users Charges and Bearer Card Charges.

6.5.4. Mobile Wallets. If Cardholders are provided the ability to provision Cards to a mobile wallet (such as Apple Pay, Samsung Pay, *etc.*) on a mobile device (or handheld computer) such as smartphones, e-readers, tablets, or other electronic devices, Company should consider that there is risk of loss that may result from wireless transmission or loss of the mobile device. Bank is not responsible or liable for any function, malfunction, delays or other problems, or any resulting loss, damage, or liability from enrollment in or use of a mobile wallet or use of a Card on a mobile device.

6.5.5. Other Functionalities. From time to time, we may issue additional functionalities which involve transactions outside use of a plastic card, such as contactless payment, EMV Chip and PIN payment capabilities, or other functionalities. This Agreement will apply to your use of any functionalities that we may issue.

**7. USING YOUR ACCOUNT**. You may use your Cards and Account for lawful business purposes only, and not for consumer, family, or household purposes. However, if Cards or the Account are used for consumer, family, or household purposes or for unlawful Charges, Company must still pay us for those Charges. If your Cards or Account are used for any Charges not permitted by this Agreement, we may deny the Charges. You may not use or permit your Account to be used for: (i) any illegal purpose, including in connection with unlawful domestic or international gambling websites or to purchase illegal goods or services; (ii) any purpose in any country or territory that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) or with any person or entity subject to these sanctions; or (iii) paying any debts to us.

7.1. NAMED USER. Only the Cardholder named on the Card is permitted to use it for Charges, identification, or any other reason, other than any Card for which no Cardholder name is associated (*e.g.,* Digital Cards, Department Cards, Bearer Cards or Virtual Cards).

**8. DECLINED TRANSACTIONS.** We may decline Charges for any reason, including suspected or actual fraud, violation of applicable law, your default under this Agreement, or if you exceed your Company Limit or Spend Limit. We are not liable to you or anyone else if we do not authorize Charges, even if the Charge is within your Company Limit or Spend Limit or you are not in default. If we decline a Charge, we may advise the person who attempted the Charge that it was declined. We may also limit the number or dollar amount of Charges we approve for your Account over a specific time period, such as a single day. We are not responsible if anyone refuses to accept a Card.

**9. COMPANY LIABILITY / PROMISE TO PAY**. Company promises to pay all Charges resulting from the use of any Card or use of the Account, including fees, and any other amounts billed to Company. Notwithstanding the Individual Bill option, Company agrees and acknowledges that individual Cardholders have no obligation to make payment for Charges incurred on a Card and that the sole responsibility for same lies with Company.

**10. STATEMENTS**. Without limiting Company's obligations under this Agreement, Company may specify "Individual Bill" or "Company Bill" options for the Cards. Each Statement reflects a single Billing Cycle. Under the "Company Bill" option, all of the Statements are delivered directly to Company. Under the "Individual Bill" option, Statements are delivered directly to the individual Cardholder's business address as provided.

**11.** COMPANY BILL. If Company has specified the Company Bill option Bank will provide Statements to the Company. It is Company's responsibility to review the Statements carefully to ensure that Company recognizes all Charges billed. Any discrepancies should be brought to the Bank's attention immediately.

11.1. INDIVIDUAL BILL. If Company has specified the "Individual Bill" option (and notwithstanding that Company is the sole obligor on the Cards): (i) Statements will be sent to individual Cardholders; (ii) although payments are normally made by the Cardholders, Bank reserves the right to invoice Company (and Company agrees to pay) all amounts that remain unpaid no less than 15 days following the due date shown on the Statement or upon demand by Bank. It is Company's responsibility to carefully review the Statements or the summary statement that consolidates all Card transactions ("Summary") as applicable and to learn of any discrepancies from the Cardholders.

**12. ELECTRONIC COMMUNICATIONS**. Company agrees to receive documentation, Statements, reports, Mastercard Guide to Benefits, communications or other records related to this Agreement through electronic means, including electronic mail. However, Bank may require Company to provide certain communications and documentation in paper format. It is Company's responsibility to carefully review the Statements or Summary as applicable and to learn of any discrepancies from the Cardholders.

**13. PAYMENTS**. We must receive the payment due by the due date shown on your Statement, subject to any reasonable cut-off hour we may set. Company shall make all payments in U.S. Dollars. Payments will be processed when we receive them. Payments made by mail or through a payment service provided to you by another financial institution may take longer to reach us.

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13.1. DEFERRED REPLENISHMENT. After receiving a payment, we can immediately increase the available credit on the Company Limit or Spend Limit, or delay increasing the available credit on the Company Limit or Spend Limit for a period of time. If payment credited to your Account is later rejected, your available credit will be decreased as a result of the payment failing, and Company will be responsible for repaying the amount of the payment that was reversed. It is possible in these instances that a payment reversal could cause you to exceed your Company Limit or Spend Limit. You can check the status of your available credit through the Bank's Online Banking service.

13.2. PREPAYMENT. Company may prepay all or any portion of the Outstanding Balance at any time without penalty. Prepayments made during any billing cycle will not affect your obligation to pay the amount due on the next payment due date.

13.3. NO WAIVER OR IMPAIRMENT OF BANK'S RIGHTS. Bank may accept late payments, partial payments or any payment marked with any kind of restrictive endorsement (such as "paid in full" or "in settlement") without giving effect to the restrictive endorsement and without losing, waiving, or impairing any of Bank's rights under these Terms or applicable law.

13.4. DISPUTED CHARGES. If you have any questions, problems, discrepancies, or disputes concerning Charges on the Card or Account, Company or Cardholder must contact the Bank within 60 days from the closing date of the Statement on which such Charges first appear. Bank will follow Network rules and regulations with respect to disputed Charges and chargebacks. Bank shall attempt to effect chargebacks to merchants in accordance with Network procedures. Company acknowledges and agrees that chargeback rights under Network rules may be limited for transactions resulting from the use of any Card for which no Cardholder name is associated (*e.g.*, Digital Cards, Department Cards, Bearer Cards or Virtual Cards).

13.5. COMPLIANCE WITH RULES. You acknowledge that the origination of electronic payments from, or to, any bank account is subject to and must comply with the operating rules and guidelines of the National Automated Clearing House Association (NACHA) and any other applicable payment network.

13.6. PERMISSION TO CONVERT CHECKS TO EFTs. When you make a payment by check you authorize us either to (i) use information from such check to make a one-time electronic funds transfer ("EFT") from your bank account or (ii) process the payment as a check transaction.

**14. AUTOPAY.** "Autopay" is a process in which Bank automatically debits Company's designated account(s) for a payment that becomes due pursuant to a Statement on or before the due date provided by the Statement. Company certifies that any deposit account designated for Autopay has been established primarily for business or commercial purposes and not primarily for personal, family or household use. Company agrees to maintain a balance in the deposit account designated for Autopay sufficient to cover the Autopay debit for each Billing Cycle. If on a date where an Autopay is set to occur there are insufficient funds to allow Bank to debit Company's Autopay account for the amount that is due, Bank may at its option and in its discretion initiate one or more subsequent debits to obtain the correct payment. Bank retains the right to cancel Autopay services if any prior payment from the associated deposit account is returned or for any other reason, in Bank's sole discretion.

14.1. REQUIRED AUTOPAY. If Company chooses or is required to use the Weekly or Semi-Monthly Payment Cycles, or if Bank requires Company to make daily payments, or is otherwise required as a term of credit approval or renewal or under these Terms, Company agrees to make all payments on all Cards by use of Autopay. If Company is required to use Autopay services pursuant to this section, Company may not cancel Autopay unless it has been provided with explicit permission to do so by Bank. Bank is authorized to terminate any Accounts if Company cancels Autopay without permission from Bank.

14.2. OPTIONAL AUTOPAY. If Autopay is not required under this Section, Company may nevertheless request to have Autopay applied to their account. There are two types of Autopay that Company may enroll in: (i) "Standard Autopay", in which Bank will automatically debit Company's designated account(s) for any payments that become due pursuant to a Statement; or (ii) "Daily Autopay", in which Bank will automatically debit Company's account(s) daily in the amount of any outstanding balances associated with any Cards. To enroll in Standard Autopay, Company may use the tools provided in any digital banking platform offered by Bank. To enroll in Daily Autopay, Company must submit a written request to the Bank. Bank may choose, in its sole discretion, to enroll Company in Daily Autopay services upon receipt of such a request. Bank shall not be required to provide any reasons for a refusal to enroll Company in Daily Autopay and shall have no liability for refusing to enroll Company in Daily Autopay in response to a written request.

**15. OUR RIGHTS REGARDING PARENTS.** We may, in our complete discretion, require any Parent to execute a guaranty for any and all debts incurred by you that are associated with any Cards (a "Parental Guaranty"). We may exercise our right to require a Parent to execute a Parental Guaranty for any reason not prohibited by law, including but not limited to if you acquire a new Parent, or if an existing Parent ceases to be a Parent.

**16. DEFAULT**. Company will be in default if:

- Bank does not receive any payment due at the proper address on or before the payment due date;
- You exceed any applicable Credit Limit or Spend Limit;
- You breach any term of this Agreement or any other agreement with us;
- Company files for bankruptcy, or becomes insolvent or generally unable to pay Company debts, or makes an assignment for the benefit of creditors;
- Company furnishes false, incomplete or misleading information to the Bank at any time including on the Card application or any financial statement or other document or information submitted to the Bank;
- Company is in default under any other obligation to the Bank;
- Another creditor attempts through legal process to take any of Company's money or property;
- The Bank reasonably believes that Company is unable or unwilling to honor all of the obligations under these Terms or other obligations the Company owes to the Bank;
- The Bank has evidence or reasonably believes that an unauthorized use of any Card or the Account has been made or attempted; or there is any material change in the equity ownership or managerial control of Company.

**17. EFFECT OF DEFAULT**. If Company is in default, we may take any one or more of the following actions to the extent allowed by applicable law:

- Continue to assess late payment fees;
- Close or suspend your Account;
- Require Company to immediately pay all or any portion of the total Outstanding Balance;
- Begin collections activities;
- Lower your Credit Limit or Spend Limit or suspend further extensions of credit under your Account;
- Decline or otherwise limit your ability to make Purchases or obtain Cash Advances;
- Remove any Cardholders;
- Require you to pay our collections costs, attorney's fees, court costs and all other expenses of enforcing our rights under this Agreement;
- File a lawsuit or arbitration proceeding against you;
- Take any other action permitted by law;
- Terminate your access to, or right to receive, any rewards or incentives that have been made available to you as part of or in connection with the Account.
- After declaring all amounts you owe us immediately due and payable to setoff against any deposit accounts you have with us in the full amount of any debts you owed, whether or not such debts are connected to a Card or Account, with or without advance notice to you;

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- Add any attorneys' fees incurred by us in pursuing our default remedies to the unpaid balance on your Account with interest assessed.
- Take immediate possession of all Cards and Checks.

**18. FEES**. Bank may assess fees to your Account as set forth in the Pricing Schedule, including the following:

18.1. CASH ADVANCE FEE. A Cash Advance fee is assessed each time a new Cash Advance is posted to your Account, whether the cash is withdrawn or is transferred from your Account to another account. There is no grace period for Cash Advances, the fee is fully earned when assessed.

18.2. LATE PAYMENT FEE. If we do not receive the amount due on the due date shown on the Statement, we may impose a late payment fee.

18.3. RETURNED PAYMENT FEE. If any payment on the Account is dishonored or returned unpaid, a fee will be assessed to your Account. This is in addition to any returned payment fee we may charge as the provider of any deposit account used to make a payment or your bank may charge you.

**19. FOREIGN CURRENCY TRANSACTIONS**. The Card may be used to Purchase goods and services internationally. For each transaction that you make in a country other than the United States (regardless of currency), we will charge a foreign currency transaction fee as set forth in the Pricing Schedule. Charges in foreign currencies will be converted to U.S. dollars at the exchange rate determined by the applicable Network (or its affiliates), using its then current currency conversion procedures and charges. The currency conversion rate used on the conversion date may differ from the rate in effect on the date a Card or Account is used. Network currency conversion and international transaction fees may also be charged.

**20. DISCLOSURES OF INFORMATION**. Company and each individual Cardholder consents to the release of personal data as described in the Bank's Privacy Notice available at: Privacy and Security | First Citizens Bank.

**21. LIABILITY FOR UNAUTHORIZED USE**. As permitted by law, if 10 or more Cards are outstanding on Company's Account, Company is liable for all charges on the Cards, including any charges that result from unauthorized use. Notwithstanding the foregoing, Company shall have no liability for transactions which result from unauthorized use of the Cards when the unauthorized use results from the Cards being "skimmed" or counterfeited, provided (i) Company promptly reports the unauthorized activity to us upon discovery or, if not earlier discovered, immediately upon review of the Statements that show the activity; and (ii) no employee or agent of Company has facilitated the skimming or counterfeiting. In addition, at any time that nine (9) or fewer Cards are outstanding on Company's Account, Company's liability due to unauthorized use of any one Card will not exceed $50.00. Company's liability for unauthorized use may be further limited by applicable Network rules. In any event, Company agrees to tell us what it knows about any unauthorized use and to assist us in investigating same. "Unauthorized use" means any use of a Card (i) by a person who is not an authorized signer on the Account or on a Card and was not expressly or impliedly authorized by such a person, and (ii) from which Company or any Cardholder derives no benefit. Without limiting the foregoing, any use of a Card by a person to whom any Cardholder gave the Card or Card number is not unauthorized use, even if the user exceeds any instructions given by the Cardholder. If your Card or Account number are lost or stolen, or if you think that someone used or may use them without your permission, you must notify the Bank immediately by calling the number on the back of your card or 1-866-553-3481 or 1-408-654-6307 (International call).

**22. FINANCIAL AND CREDIT INFORMATION**. If Bank asks, Company agrees to furnish a current financial statement or to update the Card application from time to time.

22.1. **CREDIT INFORMATION**. You confirm that you have authorized us to obtain your credit reports (including consumer reports on individual Cardholders) and other information from credit bureaus and/or other third party sources now and on an ongoing basis for use in: (i) servicing, monitoring, collecting or enforcing this Agreement or any other agreement between you and us; (ii) providing your credit data to you; (iii) evaluating you for and offering you other financial products and services; and/or (iv) other related purposes.

**23. CHANGES TO ACCOUNT INFORMATION**. You agree to notify us within 10 days of any changes to your name, physical address, or email address. We may rely on your name, telephone number, email address or mailing address as it appears in our records for any Account communications we send to you unless and until you notify us of any changes.

**24. SUSPENDING OR CLOSING THE ACCOUNT**. Company may close the Account at any time by notifying us in writing at the address shown on the Statement. Company remains liable to pay the amounts owed to us according to this Agreement. Cardholders and authorized officers may close or suspend their individual Cards at any time using the Bank's Online Banking service. We may close or suspend the Account at any time without cause and without prior notice, however, we will provide notice within thirty days of us taking such action. We may also reissue a different Card at any time without prior notice, subject to applicable law. When the Account is closed (whether by Company or Bank), your right to use any Cards associated with the Account and to make Charges to the Account is immediately revoked.

**25. GOVERNING LAW**. This agreement is entered into, and all credit is extended from the State of North Carolina. Except as otherwise provided in the Arbitration Clause, these Terms and your Account shall be governed by and construed in accordance with U.S. federal law and the substantive laws of the State of North Carolina, without regard to rules concerning conflicts of law or choice of law.

**26. SECURITY INTEREST**. To secure Company's full and prompt performance of its obligations under the terms of this Agreement, Company hereby grants Bank a first-priority security interest in all deposits Company maintains at Bank. Such grant of a security interest is made under the Uniform Commercial Code of the state in which the accounts are located. The Account is not secured by any interest in real property whatsoever, even if another document you have with us purports to grant such a security interest.

**27. REQUESTS FOR CASH COLLATERAL**. Bank shall have the right, in its sole discretion, to require Company to execute a Bank Service Cash Pledge Agreement and establish a collateral money market account (the "Cash Collateral Account"). Bank shall also have the right to require Company to fund the Cash Collateral Account in an amount and using a method that Bank may select in its sole discretion. Company must take any actions required by Bank to fund the Cash Collateral Account in the amount required by Bank immediately upon receiving a request from Bank. Company grants Bank a security interest in any funds held in any Cash Collateral Accounts created pursuant to these Terms and the right to set off funds held in the Cash Collateral Accounts to satisfy any debts owed by Company to Bank. Company shall not be required to establish or fund a Cash Collateral Account unless the Bank notifies Company in writing that it is choosing to require Company to do so.

**28. CHANGING THIS AGREEMENT**. To the fullest extent permitted by applicable law, Bank may amend, modify, add to, delete from, or otherwise change any of these Terms in our sole discretion, and these changes may be effective immediately. We will give you electronic notice of any changes as required by law. Subject to applicable law, continued access to or use of your Account following any change or electronic notice shall be deemed to be your acceptance of such modified version of these Terms.

**29. ELECTRONIC TERMINALS**. If you have been or are later given a Personal Identification Number (PIN) to access the Account at electronic terminals, you agree not to disclose your PIN to others. If you do disclose your PIN to another person, such other person's use of the Card is not unauthorized use even if the person exceeds your instructions. You also agree that we may terminate or suspend your use of electronic terminals (with respect to the Account) without cause or prior notice.

**30. SALE OF ACCOUNT**. We may sell, securitize, encumber, or otherwise transfer the Account, Cards, and any interest in them to any party without your knowledge or consent.

**31. OTHER FEATURES**. We may from time to time offer you other features on your Cards or Account. These may be effectuated by the terms of this Agreement.

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**32. INFORMATION AND REPORTING SERVICES**. Both Company and Bank shall have rights and obligations concerning data related to use of Cards by Company and Cardholders ("Information") as provided by this section.

32.1. RIGHTS OF BANK. Company agrees that Bank may collect and obtain Information. Company further agrees that Bank may use Information, in an aggregated and anonymized form, for internal reporting, underwriting, marketing, and decisioning purposes.

32.2. COMPANY ACCESS TO REPORTING SERVICES. In order to facilitate Company's information reporting or expense reconciliation, Company may request, and Bank may provide reports concerning Information ("Reports"). Reports may be obtained through various services offered directly by Bank or in conjunction with Mastercard, including "Smart Data," "File Feeds" or other services offered from time to time (collectively, "Information Services"). Bank or Mastercard may utilize third parties ("Service Party") in providing Information Services.

32.3. FEES. The amount of any fees for Information Services is set forth in the Pricing Schedule associated to this Account.

32.4. USE OF CARDHOLDER INFORMATION. Company consents to the release of any information about its Account or its Cardholders, including but not limited to Cardholder name, Account Number, transaction amounts (debits and credits, interest accruals, and other data) to any Service Party as Mastercard or Bank reasonably deems necessary or appropriate to provide the Reports or perform the Information Services. Company hereby releases Bank and Mastercard from liability associated with the release of information under and for purposes of the Information Services to Mastercard or any Service Party. In all instances, Cardholder information will be used in accordance with Bank's Privacy Notice.

32.5. OBTAINING CARDHOLDER CONSENT. Company agrees to assume sole responsibility for ensuring that all Cardholders have provided consent required by state and/or federal law for Bank and Company to obtain and use Information ("Permissions"). Company agrees that all necessary consent will be obtained prior to the use of any Card by any Cardholder. In the event that Company requests any additional Cards for use by new Cardholders, Company agrees to obtain all permissions required by this paragraph prior to the Cardholder using the newly requested Card.

32.6. CONTINUING RIGHTS TO USE INFORMATION. Company acknowledges that the Bank's right to use Information acquired from Company's use of Cards for purposes discussed in these Terms shall not expire with the end of the relationship between Company and Bank. Company acknowledges that, upon termination of the Agreement, it shall lose access to Information held by Bank.

32.7. COMPANY'S USE OF THIRD PARTIES. If Bank so agrees, Company may provide written instructions to Bank to furnish specific transaction data to third parties for purposes of providing the Information Services to Company. Bank may transmit such data, without representation or warranty, to such third parties identified in such instructions.

32.8. MASTERCARD SYSTEM. Company agrees that it will use the Information Services only in strict compliance with Mastercard system ("System") user guides and other applicable guidance (collectively, "Documentation"). Company shall use such security protocols as Bank or Mastercard may establish from time to time and keep all authenticators (as defined in the Documentation) confidential and secure from unauthorized use. Company shall restrict access to the System and the Documentation to its authorized employee Cardholders. Company shall comply with all applicable laws and regulations relating to use of the System and data entered into or derived from the System, including laws and regulations applicable to the transmission of personal data from Company to Mastercard affiliated locations internationally.

32.9. OWNERSHIP. Company acknowledges that Mastercard owns and shall retain all right, title, and interest in and to the System, any related code and all related intellectual property rights. Company acknowledges that the System contains trade secrets and proprietary information which are the property of Mastercard. Company shall take all reasonable precautions commensurate with the highest reasonable standards for the protection of its own trade secrets and proprietary information to ensure that Mastercard's trade secrets are maintained confidential and not disclosed.

32.10. LICENSE. During such time when your Account is active, Bank will provide Company and its authorized employee Cardholders with access to the System in accordance with the Documentation and these Terms. Bank grants to Company a limited, nonexclusive, nontransferable, revocable, internal license to use and access the System only as provided in these Terms and in compliance with the Documentation.

32.11. DISCLAIMER. THE SYSTEM IS PROVIDED "AS IS" AND "AS AVAILABLE." BANK MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, ITS MERCHANTABILITY, COURSE OF DEALING OR TRADE OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. BANK DOES NOT WARRANT THE RELIABILITY, ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE SYSTEM.

32.12. ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION. Company expressly assumes all risk to itself and its agents and employees for use of the System. Company hereby indemnifies and holds harmless Bank, its affiliates, directors, officers, agents, employees, successors, assigns, and service providers, from and against any and all demands, losses, liability, damages, claims, causes of actions and expenses (including reasonable attorney's fees and costs) arising in connection with Company's failure to obtain Permissions from any Cardholder or Company's performance under these Terms , including without limitation any breach by Company, its employees or agents of any provision, representation or warranty herein. Bank shall have the right to participate in such defense at its own expense. Bank shall have the right to approve the settlement of any claim hereunder that imposes any liability or obligation on Bank.

32.13. VIRUSES, ETC. Company expressly assumes all risk with respect to and unconditionally releases Bank from any Claims that may result from viruses, spyware or other malicious code in connection with Company's use of the System or the Information Services. Company understands and agrees that Bank undertakes no responsibility to ensure that any media used to distribute the Information Services does not contain viruses or other computer instructions or technological means intended to disrupt, damage or interfere with the use of computers or related systems. Company shall take all reasonable precautions to prevent the intrusion of viruses, spyware or other malicious code in connection with Company's use of the System or the Information Service.

32.14. This Information and Reporting Services section is in addition to any separate agreement for the provision of any other Bank information services or products.

**33. EASY SAVINGS**. At our option, upon your acceptance of the Card, you may automatically be enrolled in the Mastercard Easy Savings program which may include automatic rebates at enrolled merchants as added by Mastercard.

**34. CALL MONITORING AND RECORDING**. You agree that your telephone communications with us or any of our representatives, affiliates, service providers, agents, or assignees (collectively, the "Servicing Parties") may be monitored, recorded, and retained by any of them for training, quality control, evidentiary and other purposes. However, we are not under any obligation to monitor, record, retain or reproduce such items, unless required to do so by applicable law.

**35. CONTACTING YOU**. Bank and the Servicing Parties may contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide you with, or request, information about this Agreement and/or your Cards. The Servicing Parties may make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses supplied to us or the Servicing Parties or used in connection with this Agreement and/or the Cards, or any other matter. You must notify us immediately via email of any changes to telephone numbers or if you are no longer the subscriber or usual user of telephone numbers given to us. Anyone with access to your telephone or email account may listen to or read the messages the Servicing Parties leave or send, and the Servicing Parties will have no liability for anyone accessing such messages. When you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. The Servicing Parties will have no liability for such charges. The permissions set forth in this paragraph

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are part of our bargain with you concerning your use of your Cards and are not intended to be revocable. However, to the extent we are required by applicable law to allow revocation of such consents, you must do so by calling us toll-free at 1-866-553-3481 or 1-408-654-6307. To stop text messages, you can also reply "STOP" to any text message the Servicing Parties send. To stop emails, you can follow the opt-out instructions included at the bottom of the Servicing Parties' emails. We may treat any attempt to revoke consent to contact you hereunder as a breach of this Agreement.

**36. LIMITATION OF LIABILITY**. Except as otherwise stated in these Terms or as specified by law, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than 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 these Terms (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.

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.

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## Schedule 1 to the Terms and Conditions - Pricing and Fees

This Schedule is part of your Agreement with Bank and summarizes key information about your Account.

### CHARGE CARD TERMS

Your Cards are charge cards with no right to "carry" a balance from month to month. A charge Card's Statement Balance is due from Company

### CHARGE CARD

| FEES | |
|---|---|
| **Annual Membership Fee** | **$0** |
| **Transaction Fees:**<br>**Cash Advance Fees**<br>**Foreign Currency Transactions** | <br>**3%** of amount of each Cash Advance, but not less than **$3** or more than **$50**<br>**0-3%** of the transaction amount |
| **Penalty Fees:**<br>**Late Payment**<br>**Returned Payment** | <br>Greater of **$32** or **2.5%** of the Statement Balance if unpaid for one (1) more billing cycle<br>**$29** |
| **Information Services** | **$0** |

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## Schedule 2 to the Terms and Conditions
## ARBITRATION CLAUSE

We have put this arbitration clause (the "Clause") in question-and-answer form to make it easier to understand. The Clause is part of the Agreement between you and us. In this Clause only, the terms "you," "your" and "yours" mean the Company, each Cardholder, and any other person who asserts, or is named in, a Claim (as defined below) by you against us, such as your parents, subsidiaries, representatives, affiliates, and successors, as well as all of their respective officers, directors, agents, representatives and employees. In this Clause only, the terms "we," "us," "our," and "ours" refer to (1) Bank and any assignee of Bank's rights; (2) their parents, subsidiaries and affiliates; (3) the employees, directors, officers, shareholders, members and representatives of all these entities; and (4) any person or company that is a party to a Claim (as defined below) you pursue, including third-parties, at the same time you pursue a related Claim against any of us.

### Background and Scope.

| Question | Short Answer | Further Detail |
|---|---|---|
| **What is arbitration?** | **An alternative to a court case.** | In arbitration, a neutral third party (an "Arbitrator") solves Claims in a hearing. It is less formal, quicker, cheaper, and less onerous on all parties involved than a court case. |
| **Is it different from court and jury trials?** | **Yes.** | The hearing is private. There is no jury. It is usually less formal, faster, and less expensive than a lawsuit. Pre-hearing fact finding (called "discovery") is limited. Appeals are limited. Courts rarely overturn arbitration awards. |
| **What is this Clause about?** | **The parties' agreement to arbitrate Claims.** | Any party may elect to arbitrate or require arbitration of any Claim as defined below. |
| **Who does the Clause cover?** | **You and us.** | This Clause governs you and us. |
| **What Claims does the Clause cover?** | **All Claims (except certain Claims about this Clause).** | This Clause governs all Claims that would usually be decided in court and are between us and you. In this Clause, the word "Claims" has the broadest reasonable meaning and includes any dispute between you and us that is in any way related to the subject matter of the Agreement or that involves any of our products or services by you, regardless of whether such claims sound in contract or tort (including intentional tort claims). It includes any and all causes of action, regardless of whether such causes of action originate from state, federal, or international laws, regulations, constitutions, ordinances, or rules. It includes all disputes even indirectly related to the Agreement or our relationship with you. **It also includes disputes about the validity, coverage or scope of this Clause or any part of this Clause. All such disputes are for an Arbitrator to decide, and you are agreeing that any disputes concerning arbitrability of a Claim shall be heard by an Arbitrator and not by a court.** |

### Process. Arbitration Fees and Awards.

| Question | Short Answer | Further Detail |
|---|---|---|
| **Who handles the arbitration?** | **An Arbitration Administrator** | Arbitrations are conducted under this Clause and the rules of the arbitration administrator (the "Administrator") in effect at the time the arbitration is commenced. However, arbitration rules that conflict with this Clause do not apply. The arbitration administrator will be either: (1) the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; (2) JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com; or (3) any other company picked by agreement of the parties. If all of the above options are unavailable, a court will pick the administrator. **No Claim may be brought on a class basis, either in court or before an Arbitrator, without the responding party's explicit, written prior consent. Neither party may act as a class representative or act as a member of a class in any Claim brought against the other without the express written prior consent of the other party.**<br><br>The arbitrator will be selected using the procedure provided by the Administrator's rules. For example, in an arbitration managed by the AAA, the AAA Commercial Arbitration Rules will apply, and the AAA Expedited Procedures will apply to any dispute where the aggregate of all Claims and the aggregate of all counterclaims each are in an amount less than $500,000. However, the Arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree. |
| **Can Claims be brought in court?** | **Sometimes.** | Either party may bring a lawsuit if the other party consents to have a Claim heard in court or does not otherwise demand that the Claim be submitted to arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small claims court. However, we may demand arbitration of any appeal of a small-claims decision, or any small-claims action brought on a class basis. |

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| Question | Short Answer | Further Detail |
|---|---|---|
| **Are you giving up any rights?** | **Yes.** | **For Claims subject to this Clause, you give up your right to:**<br>**1. Have juries decide Claims.**<br>**2. Have courts, other than small-claims courts, decide Claims.**<br>**3. Serve as a private attorney general or in a representative capacity.**<br>**4. Join a Claim you have with a claim by any other person without our consent.**<br>**5. Bring or be a class member in a class action or class arbitration.**<br>**We also agree to these limits, including the right to a jury trial and to have courts decide Claims you wish to arbitrate. This Clause does not involve a waiver of your right to pursue public injunctive relief.** |
| **Can you or another party start class arbitration?** | **No.** | **The Neutral is not allowed to handle any Claim on a class or representative basis.** This Clause will be void if a court rules that the Neutral can decide a Claim on a class basis and the court's ruling is not reversed on appeal. |
| **What happens if part of this Clause cannot be enforced?** | **It depends.** | If any portion of this Clause cannot be enforced, the rest of this Clause will continue to apply, except that:<br>(A) If a court rules that the Arbitrator can decide a Claim on a class or other representative basis and the court's ruling is not reversed on appeal, only this sentence will apply, and the remainder of this Clause will be void. **AND**<br>(B) If a Claimant brings a Claim seeking public injunctive relief and a court determines that the restrictions in this Clause prohibiting the Arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties agree to request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court.<br>**In no event will a Claim for class relief or public injunctive relief be arbitrated.** |
| **In sum, what options do I have in order to assert Claims against you?** | **Subject to limited exceptions, most Claims are subject to arbitration.** | All Claims subject to this Clause must be decided in: (1) an individual arbitration; (2) a lawsuit if and only if the responding party does not demand arbitration (including in an individual small-claims action); or (3) a lawsuit that solely addresses a Claim for public injunctive relief, but only as provided under the caption "What happens if part of this Clause cannot be enforced?" |
| **What law governs arbitration?** | **The Federal Arbitration Act ("FAA").** | This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Clause. The Neutral must apply substantive law consistent with the FAA. The Neutral must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings. |
| **Will anything I do make this Clause ineffective?** | **No.** | This Clause stays in force even if the Agreement ends or you go into or through bankruptcy. |
| **What must a party do before starting a lawsuit or arbitration?** | **Send a written Claim Notice and work to resolve the Claim.** | Before starting any lawsuit or arbitration, the complaining party ("Claimant") must give the other party written notice of the Claim (a "Claim Notice"). The Claim Notice must explain in reasonable detail the nature of the Claim and any supporting facts. If you are the Claimant, you must send the Claim Notice to us by email attachment to cardservices@firstcitizens.com, with the words "Claim Notice" in the subject field. You or an attorney you have personally hired must sign the Claim Notice and must provide your full name and a phone number where you (or your attorney) can be reached. A collections letter from us to you will serve as a Claim Notice. Once a Claim Notice is sent, the Claimant must give the other party a reasonable opportunity over the next 30 days to resolve the Claim on an individual basis before they may file an arbitration demand or a lawsuit. |
| **How does arbitration start?** | **The Claimant Must Follow the Rules of the Administrator** | If the parties do not reach an agreement to resolve the Claim within 30 days after the Claim Notice is received, the Claimant may commence a lawsuit or arbitration, subject to the terms of this Clause. To start arbitration, the Claimant picks the Administrator and follows the Administrator's rules. |
| **How can a party require arbitration?** | **A simple demand.** | If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit may be brought, and any existing lawsuit must stop. |
| **Will any hearing be held nearby?** | **Yes.** | The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based solely on written filings and/or a conference call. However, any in-person arbitration hearing must be held in a place reasonably convenient to you. No location will be deemed inconvenient that is within 100 miles of your primary place of business. |
| **What about appeals?** | **Very limited.** | Appeal rights under the FAA are very limited. Except for appeal rights explicitly provided for by the FAA, the Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award. |

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| Question | Short Answer | Further Detail |
|---|---|---|
| **Are arbitrations confidential?** | **Usually.** | You and we agree that arbitration, and arbitration awards, under this Clause will be confidential. If an arbitration award under this Clause is not satisfied within 30 days of the ruling the award may be taken to court so it can be enforced. |
| **Do arbitration awards affect other disputes?** | **No.** | You and we agree that no arbitration award under this Clause will have any effect on issues or claims in a dispute we have with anyone who is not a party to the arbitration, nor will an arbitration award in disputes that do not involve you have any impact in an arbitration involving you. |
| **Who bears arbitration fees?** | **The Administrator's rules will usually govern.** | The Administrator's rules usually govern who needs to pay filing, administrative, hearing and Arbitrator fees. However, we will always pay these fees to the extent required under applicable law or if payment is required to enforce this Clause. |
| **When will we cover your legal fees and costs?** | **Usually if you win.** | We will pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Clause. |
| **Will you ever owe us for our attorneys' fees?** | **Only for bad faith.** | The Arbitrator can require you to pay our attorneys' fees if: (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) requiring you to pay our attorneys' fees does not render this Clause invalid. |
| **Can an award be explained?** | **Yes.** | A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing. |

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