Silicon Valley Bank Multi 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 Multi Card Agreement ("Agreement") and account ("Account") with First-Citizens Bank & Trust Company ("Bank"). These terms may be supplemented by any separate agreements 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 Multi 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 words "you" and "your" mean Company, all Cardholders, all authorized signers, anyone to whom any Cardholder gives a Card (even if Cardholder has exceeded or violated 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 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 services representatives, but if we cannot resolve an issue, the dispute will be governed by the Arbitration Clause.**

2.3. "Billing Cycle" means the period between each payment becoming due on the Account as reflected by the Statement. There are three different kinds of Billing Cycles that Company may use: (i) the "Monthly Cycle" wherein a payment is due once every calendar month; (ii) the "Semi-Monthly Cycle" wherein payments are due twice every calendar month; and (iii) the "Weekly Cycle", wherein payments are due every week. For more information on Billing Cycles, consult section 13.2 of these Terms.

2.4. "Card" means one or more charge cards or other devices by which credit may be addressed, 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 (i.e., Virtual or Digital Cards); or any other digital card, token, or other means that may be used to access the Account. "Card" also includes Bearer Cards.

2.5. "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).

2.6. "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, charges, miscellaneous charges and fees, and any other monetary obligations associated with the Account.

2.7. "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.

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

2.9. "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, more than twenty-five percent (25%) of the voting, economic or equity interest of an entity.

2.10. "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.

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

2.12. "Statement Balance" means the total amount, including principal, and fees outstanding under your Account at the end of each Billing Cycle.

2.13. "Statement" means the document that we 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. CARDS GENERALLY.

4.1. PROGRAM PARTICIPATION. Subject to these Terms, Bank may, from time to time, issue Cards to Cardholders and establish Accounts with such capabilities as may be elected by Company and agreed to by Bank. Bank shall determine the expiration date for any Card. Company agrees that the Cards and Accounts shall be used for business purposes only. Company agrees that Bank may terminate this Agreement if fewer than ten (10) outstanding Cards issued to Cardholders on behalf of Company are active during the term of this Agreement, in Bank's sole discretion. The parties agree that the commercial nature of the Cards will not be affected by later occasional use by Cardholders that is not for business purposes.

4.2. CARD DELIVERY. Bank shall deliver Cards and related materials to Company. Upon receipt of any Card under Individual Billing (as described in Section 12), Company shall deliver that Card to the named Cardholder. From time to time during this Agreement, Bank may recommend or implement security procedures relating to the custody and handling of Cards. Additional or different security procedures may apply to non-tangible Cards (i.e., virtual cards). Company agrees to comply with all such security procedures.

5. CREDIT LIMITS.

5.1. COMPANY CREDIT LIMIT. Bank will establish a credit or exposure limit ("Company Limit") for the Account at a Company-wide level for purchases of goods and services ("Purchase Credit Limit") and, at Bank's option, a lower limit on cash advances ("Cash Advance Limit", or, collectively with the Purchase Credit Limit, 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 Purchase Credit Limit, Cash Advance Limit, or Company Limit at any time with prompt notice to Company as may be required by law. If Company elects and Bank agrees to add Cash Advance capabilities to Cards, Bank shall provide such access through participating Automated Teller Machine ("ATM") networks and Mastercard member offices. Bank may refuse cash advance access to any Cardholder in its sole discretion.

5.2. PER CARD CREDIT LIMITS. Bank will also implement individual Credit Limits for purchases and cash advances on a per Card basis ("Card Limit") as

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and in accordance with Company instructions. A cash advance Card Limit is a portion of the Card's overall Card Limit and is only available to the extent of any credit available under the Card's overall Card Limit. Bank may, at any time and in the Bank's sole discretion, with or without notice to Company and/or the Cardholder, decrease the Card Limit on any Card where necessary to prevent loss or harm to the Bank. It is Company's responsibility to monitor the status of Card Limits.

5.3. EXCEEDING THE CREDIT LIMIT. Company agrees to advise each Cardholder of his or her Card Limit. Company acknowledges that once any applicable Credit Limit is reached or exceeded, Bank has no obligation to approve any further Purchases or Cash Advances that would exceed or further exceed such Credit Limit. If a Cardholder attempts a Charge that will cause the applicable principal balance to exceed any applicable Credit Limit, Bank may, in Bank's sole discretion and subject to applicable law, (i) permit the Charge but not raise the applicable Credit Limit and treat the Charge as immediately payable in accordance with the terms of the Agreement; or (ii) decline the Charge. If Bank permits a Charge, Company is responsible for paying the amount of the Charge, including any related fees. Fees associated with charges that exceed the credit limit are provided in Schedule 1.

6. TRANSACTIONS OUTSIDE USE OF A PLASTIC CARD.

6.1. 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".

6.2. 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, specific dollar limits, merchant limitations, 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.

6.3. BEARER CARDS. Upon Company's request, we may issue Bearer Cards. 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.

6.4. 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. 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. CARD ISSUANCE, RENEWAL, AND CANCELLATION.

7.1. CARD REQUESTS. Company may, from time to time, provide Bank with a written or electronically transmitted request (a "Card Request") listing each employee Company wishes Bank to issue a Card to. Card Requests shall be in form and content approved by Bank and encrypted if Bank so requests. Card Requests shall include at least the name and business address of each Cardholder, except for Cards for which no Cardholder name is associated (e.g. Digital Cards, Department Cards, Bearer Cards or Virtual Cards). If further information is needed by Bank to enable Bank to comply with applicable law, Company will use reasonable efforts to supply the additional information and accepts that a Card may not be issued to or used by a Cardholder pending completion of Bank's review of the Cardholder. By submitting any Card Request, Company represents to Bank that the information contained therein is true and correct and consistent with Company's own records concerning the listed Cardholders at the time of submission.

7.2. CARD EXPIRATION. Unless Bank receives contrary written instructions from Company with reasonable time to act thereon, and subject to Bank's rights under this Agreement, Bank may replace any expiring Card with a replacement Card prior to the Card's expiration date.

7.3. REQUIRED CARD CANCELLATIONS. Company shall immediately provide notice to the Bank, pursuant to Section 7.4 below, to cancel a Card or Account when:

i. Company or Cardholder knows of or suspects that a loss or theft has occurred, or that a Card or Account has been used without authorization.

ii. Company wishes to cancel a Card or Account, or to terminate the authority of any Cardholder concerning a particular Card or Account; or

iii. The Cardholder's employment or other relationship with Company is terminated.

7.4. NOTICE FOR REQUIRED CANCELLATIONS. Notice pursuant to Section 7.3 above shall be affected by Company contacting Bank at either the telephone number provided on the Card subject to the notice or the telephone number provided on Statements.

8. 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.

9. CARD AND ACCOUNT USE.

9.1. USE OF CARDS. Company agrees that each Card will be used in accordance with this Agreement. Each Charge is subject to the terms and conditions of this Agreement in effect at the time of the Charge. Bank shall have no obligation or responsibility to Company or any Cardholder if any merchant, entity, or person refuses to honor a Card or Account. A Card or Account may be used only by the Cardholder to whom it is issued or who is otherwise authorized to use it and may not be transferred to another Cardholder or any other person or entity.

Without limiting any of Bank's other rights, Bank may decline any Charge if (a) any balance owed on the Account or owed by Company on any other Account is past

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due, or (b) any other reason for declining a Charge exists under this Agreement, Mastercard rules, or applicable law.

9.2. RESTRICTIONS. Cards shall not be used for any transaction that is illegal or unlawful under any applicable law, including "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and federal Regulation GG issued under that Act. Notwithstanding the foregoing, Company will remain fully obligated to pay any indebtedness incurred in contravention of the foregoing limitations. Bank may block any transaction that it believes may be unlawful. Company represents and warrants to Bank that it shall instruct its employees to use the Cards only for business (not personal, family, or household) purposes, and that Company has the right to access and use, subject to these Terms.

9.3. NAMED USERS. 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).

9.4. 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 Card 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 Card 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.

9.5. 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. 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.

11. AUTHORIZING OFFICER

11.1. AUTHORIZING OFFICER. Company agrees that all actions of the individual indicated on the Application to establish the Account (the "Application") as Authorizing Officer are duly authorized by Company and may be relied upon by Bank as the authorized actions of Company.

11.2. RELIANCE ON AUTHORIZATION. Company agrees that Bank may rely on the actions or representations of any person Bank reasonably believes to be an Authorizing Officer of Company, or any other person that Bank reasonably believes has the authority to act on behalf of Company with respect to the Account, including without limitation executive officers or managers of Company. Company also agrees that Bank may rely on electronic instructions, orders, changes, and other communications and that these are the authorized actions of Company if they are received by Bank in the name of Company.

12. STATEMENTS.

12.1. BILL TYPES. Without limiting Company's obligations, Company may specify "Individual Bill" or "Company Bill" options for Cards. All statements, regardless of whether Company uses Individual Bill or Company Bill options, will be delivered to Company electronically unless Company requests that Statements be provided via the mail. Under the "Individual Bill" option, the monthly statement for the Card is delivered directly to the individual Cardholder either by postal mail or electronically (as elected by Cardholders). Under the Individual Bill option, Bank may still invoice Company all amounts that remain unpaid 15 days following the due date shown in Card statements. Company agrees to pay any amounts invoiced to Company by Bank in this manner. If Company has selected or is required to use the Semi-Monthly or Weekly Billing Cycles, Statements will only be provided in electronic form and Company shall not be able to opt to receive statements via the mail. It is Company's responsibility to carefully review the Statements or Summary as applicable and to learn of any discrepancies from the Cardholders.

12.2. COMPANY BILL. If Company has requested the Company Bill option, the Statement received by Company from Bank will provide the total amount of Charges in an itemized form. Statements will be provided via electronic means unless Company requests that the Statements be provided by mail. If Company requests that Statements are provided by mail, Bank will mail Statements using the last address shown for Company in our records. Company acknowledges that it has the responsibility of closely reviewing Statements and is required to provide immediate notice to Bank if any discrepancies are observed on any Statements.

From time to time, Bank will prepare a memo version of the Statement (the "Summary") showing the total amount of Charges, fees, and other amounts posted to the Card to which the Summary relates during the Billing Period. The Summary will also show the Outstanding Balance associated with the Card. Summaries will be provided in the same manner as Statements. Company acknowledges that it has the responsibility of closely reviewing Summaries and is required to provide immediate notice to Bank if any discrepancies are observed on any Summaries. In the event that a Summary does not agree with the Statement, the Statement shall control.

12.3. INDIVIDUAL BILL. If Company has requested the Individual Bill option, Statements shall be provided to individual Cardholders and Summaries shall be available only upon request. If a Statement provided to an individual Cardholder is not paid off within 15 days, Bank reserves the right to demand payment of the Statement from Company. Company promises to pay any amounts shown on Statements provided to individual Cardholders that are not paid by the individual Cardholders within 15 days of the due date provided on the Statement.

12.4. CONSENT TO RECEIVE 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. If Company has selected a billing cycle of less than one month, Statements will only be made available in electronic form. 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.

13.1. GENERAL. Company promises to pay the entire amount owing to Bank under these Terms. Without limitation, Company promises to pay for all purchases, cash advances, and other Charges incurred by use of a Card or otherwise associated with an Account, and all fees and other amounts set forth in Schedule 1. Company agrees and acknowledges that individual Cardholders have no obligation to make payments for charges incurred on a Card, and that the sole responsibility for making these payments lies with Company.

13.2. BILLING CYCLES. There are three different Billing Cycles used by Bank to determine when regular payments are due from a Company: (i) the "Monthly Cycle" wherein a payment is due once every calendar month; (ii) the "Semi-Monthly Cycle" wherein payments are due twice every calendar month; and (iii) the "Weekly Cycle", wherein payments are due every week. Bank reserves the right to require Company to use any of these three Billing Cycles exclusively for any reason, including without limitation due to underwriting or payment history concerns. If Bank does not require Company to use any specific Billing Cycle, Company may select whichever Billing Cycle best suits its needs. If Company either opts for or

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is required by Bank to use the Weekly or Semi-Monthly Cycle, Company agrees that it (i) shall be required to use Autopay as described in section 14 below; and (ii) shall be required to accept electronic statements as discussed in section 12 of these terms.

13.3. DEFERRED REPLENISHMENT. After receiving a payment, Bank may immediately increase the available credit on the Company Limit or Spend Limit. If payment credited to an Account is later rejected, the available credit associated with the Account 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 that a payment reversal could cause an Account to exceed the Company Limit or Spend Limit. Company acknowledges that it can see the status of its available credit through the Bank's Online Banking service.

13.4. 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 Company's obligation to pay the amount due on the next payment due date.

13.5. NO WAIVER 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.

13.6. DISPUTED CHARGES. Company acknowledges that, if it has any questions, problems, discrepancies, or disputes concerning Charges on the Card or Account, Company 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).

13.7. COMPLIANCE WITH RULES. Company acknowledges 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.

13.8. PERMISSION TO CONVERT CHECKS TO EFTs. When Company or an Individual Cardholder makes a payment by a check, Bank is authorized to either (i) use the information contained on the check to make a one-time electronic funds transfer ("EFT") from the bank account provided by the check or (ii) to 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. FEES. Bank may assess fees to your Account as set forth in the Pricing Schedule attached to these Terms as Schedule 1, including the following:

15.1. 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.

15.2. 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.

16. 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

17. 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.

17.1. 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, to use for internal reporting, underwriting, marketing, and decisioning purposes.

17.2. COMPANY ACCESS TO REPORTING SERVICES. In order to facilitate Company's information reporting or expense reconciliation, Company may request, and Bank may provide reports and information ("Reports") regarding card usage. 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.

17.3. FEES. The amount of any fees for Information Services is set forth in the Pricing Schedule attached to these Terms as Schedule 1.

17.4. 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 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 if Company elects to participate in an Information Service. In all instances, Cardholder information will be used in accordance with Bank's Privacy Notice provided to you.

17.5. 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

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newly requested Card.

17.6. 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.

17.7. 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.

17.8. 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"), or in compliance with any other program required by Bank in Bank's sole discretion. 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.

17.9. 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.

17.10. 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.

17.11. 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.

17.12. 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 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.

17.13. 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.

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

18. 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).

19. FINANCIAL AND CREDIT INFORMATION. Company agrees to provide Bank with current financial statements, 13-week cash flow statements, term sheets from new or existing lenders, letters of support from parents and/or guarantors, and all other financial information that Bank may request under these Terms within a reasonable time after receiving a request from Bank. For the purposes of this section, a "reasonable time" will be within five (5) business days after receiving the request unless Company informs Bank that it will require more time to comply with the request. In no case will a "reasonable time" exceed twenty (20) business days after receiving the request.

19.1. 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.

20. 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.

21. SUSPENDING OR CLOSING AN ACCOUNT. Company may close any Account at any time by notifying Bank in writing at the address provided by the Statement. Company remains liable to pay any amounts owing to Bank according to these Terms. Cardholders and authorized officers may close or suspend individual Cards or Accounts at any time without cause and without prior notice, or reissue a different Card at any time, subject to applicable law. When an Account is closed (whether by Company or Bank), Company will lose all rights to use any Cards associated with the Account set to be closed, and to make Charges to the Account.

22. 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

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law.

23. 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.

24. PARENTAL GUARANTEES. Bank may, in its complete and sole 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. Refusal to provide a Parental Guaranty in response to a request by Bank shall be an event of default.

25. 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 notice of any changes as required by law. Notice will be provided either electronically or via the mail at Bank's own option, unless an applicable law or regulation specifies the way notice must be provided, in which case Bank shall use the required method. 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.

26. 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.

27. CONTACTING COMPANY. 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 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.

28. 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.

29. SALE OF AN 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.

30. 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.

31. 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; or
- 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.

32. 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:

- Close or suspend your Account;
- Continue to assess any late payment fees;
- Declare all amounts you owe us immediately due and payable and require Company to immediately pay all or any portion of the total Outstanding Balance;
- After declaring all amounts you owe us immediately due and payable, to setoff against any deposit accounts you have with us or any Cash Collateral Accounts in the full amount of any debts you owe, whether or not such debts are connected to a Card or Account, with or without advance notice to you.
- Begin collections activities;
- Lower your Credit Limit or Spend Limit or suspend further extensions of credit under your Account;
- Take immediate possession of all Cards and/or Checks;
- Decline or otherwise limit your ability to make Purchases or obtain Cash Advances;
- Remove any Cardholders;
  Add any attorney's fees or collection costs incurred by us in pursuing our default remedies to the unpaid balance on your Account with interest and/or late fees assessed;
- 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

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have been made available to you as part of or in connection with an Account

33. TERM AND TERMINATION. These Terms commence as of the Effective Date and shall remain in effect until either party exercises a right to terminate them.

33.1. TERMINATION BY BANK. Company agrees that Bank shall have the right to terminate any or all Cards or Accounts for any reason within its sole discretion and without advance notice, although Bank will provide notice of such action within 30 days of taking it.

33.2. TERMINATION BY COMPANY. Company may terminate any or all Cards or Accounts for any reason upon sixty (60) days advance notice to Bank. Notice of termination may be made by electronic means and will be deemed as having been provided on the day that the notice is received by Bank.

33.3. OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement:

- All outstanding Cards will be cancelled and all rights or benefits of Company or any Cardholder with respect to the Cards will be terminated;
- Company will be liable immediately for the aggregate of all amounts owed to Bank under these Terms;
- To the extent permitted by applicable law and these Terms, Bank has the right to set off against any of Company's accounts and/or any Affiliate accounts held with Bank in order to pay sums due under these Terms, regardless of the circumstances of that termination;
- Company will pay any and all costs, expenses, and reasonable attorneys' fees incurred by Bank pursuant to the collection of sums due and owing under these Terms; and
- Company will immediately lose access to any and all Information and Information Reports discussed in Section 17, including any access to the Mastercard system.

34. 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.

35. FORCE MAJEURE. If a party is rendered wholly or partly unable to perform its duties under this Agreement (other than a payment obligation) by a force outside its control (e.g., act of God, war, fire, flood, act of governmental authority, strike, civil disturbance, or breakdown of telephone, electrical service, computer, or automated mailing equipment), or if Bank is notified by state or federal regulators or by Mastercard that any aspect of the Program or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, that party shall give prompt written notice of that fact to the other party. The affected obligations of the notifying party shall be suspended without causing a breach or Default so long as that party remains unable to perform for that reason. The notifying party shall exercise reasonable efforts to timely resume performance.

36. SEVERABILITY AND WAIVER. If any portion of this Agreement is stricken as invalid, the remaining portions shall remain in full force and effect. Failure of either party to exercise any of its rights in a particular instance shall not be construed as a waiver of those rights or any other rights for any purpose.

37. CONFIDENTIALITY. Each party may have access to or receive Confidential Information of the other party under this Agreement. "Confidential Information" means non-public, confidential or proprietary information supplied by one party ("Disclosing Party") to the other party ("Recipient"). The parties agree that (i) any non-public financial or business information of Company and any non-public data regarding Cardholders, transactions, charges, spending volume, or repayment terms is Confidential Information of Company and (ii) any non-public financial or business information of Bank is Confidential Information of Bank. Company and Bank agree to take all reasonable steps to safeguard the other party's proprietary and Confidential Information and not to release such information to any person or party not essential to participation in the Program. The Recipient shall provide the same care to avoid an unauthorized disclosure, misuse, alteration, or destruction of Confidential Information of the Disclosing Party as it provides to protect its own similar proprietary information, but in no event less than a reasonable standard of care. Because damages may be difficult to ascertain, the parties agree that in the event of any violation of this section, without limiting any other rights and remedies of each other, an injunction may be sought against the party who has breached or threatened to breach this section. Notwithstanding the foregoing, neither party shall have any liability for the release of any information (a) to a third party when it is already lawfully known by the third party when received, (b) which thereafter becomes lawfully obtainable from other sources, (c) that is required to be disclosed in any document filed with the Securities and Exchange Commission, banking regulators, or any other governmental agencies, (d) that is reasonably believed to be required or permitted by law to be disclosed, including without limitation, disclosures pursuant to subpoena or other legal process, disclosures to auditors, attorneys, and accountants, or (e) which would be permitted if the Account and Cards were subject to Article V-Privacy of the Gramm-Leach-Bliley Act, whether or not such Act is applicable. Notwithstanding any provision of this Agreement to the contrary, Bank may interrogate Card transaction data and may use information derived therefrom internally or externally, provided, however, that any external use by any person or entity (including any affiliate of Bank) of this information must be in a form that is aggregated and anonymized and that cannot be determined by such parties to be derived from Card use of or associated with Company.

38. NAME AND TRADEMARK. Except as otherwise specifically provided herein, neither party shall use the name or logo of the other party without prior written consent.

39. RELATIONSHIP OF PARTIES. Nothing in this Agreement shall constitute or create a partnership, joint venture, agency, or other relationship between Bank and Company. To the extent either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor.

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Schedule 1 to Multi Card Agreement - Pricing and Fees

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

CHARGE CARD TERMS

For Charge Cards, the entire balance is due each billing cycle.

FEES	
Implementation Fees: • Set-Up Fees	No Charge
Information Reporting Fees: • Online Banking • Smart Data Reporting	No Charge No Charge
Annual Fees: • Annual Card Fees	No Charge
Transaction Fees: • Cash Advance • Foreign Transaction	3% of amount of each Cash Advance, but not less than $3 or more than $50 2% of the transaction amount
Penalty Fees: • Late Payment • Over-the-Credit Limit • Returned Payment	Greater of $32 or 2.5% of the Statement Balance if unpaid for one (1) or more billing cycles unless otherwise negotiated. $29 $29

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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.** 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:** **1. Have juries decide Claims.** **2. Have courts, other than small-claims courts, decide Claims.** **3. Serve as a private attorney general or in a representative capacity.** **4. Join a Claim you have with a claim by any other person without our consent.** **5. Bring or be a class member in a class action or class arbitration.** **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: (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** (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. **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.
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.

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Question	Short Answer	Further Detail
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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