

CASH MANAGEMENT TERMS AND CONDITIONS



Welcome to Citizens Commercial Banking.

Thank you for banking with us.

These Terms and Conditions govern the provision of the Cash Management Services set forth herein and are provided in connection with the Agreement for Cash Management Services (the “Agreement”) pursuant to which Customer may request certain Cash Management Services offered by Citizens. Citizens and Customer agree that the Cash Management Services may be provided by Citizens, any of its Affiliates or any third parties that Citizens engages to provide the Cash Management Services and will be governed by the Agreement, these Terms and Conditions, and applicable User Guides or other terms of use with respect to the Cash Management Services selected by Customer (which User Guides and other terms of use are incorporated herein by reference and expressly made a part hereof).

This document contains the following:

- I. CASH MANAGEMENT SERVICES GENERAL TERMS AND CONDITIONS
- II. TERMS AND CONDITIONS GOVERNING SPECIFIC CASH MANAGEMENT SERVICES

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GENERAL TERMS AND CONDITIONS

DEFINITIONS

Unless otherwise defined, capitalized terms used herein shall have the meanings set forth below:

Account(s) means one or more business deposit account(s) maintained by Customer at Citizens.

Affiliate(s) means any one or more direct or indirect subsidiaries of Citizens Financial Group, Inc. and its successors and assigns, but not including the Citizens Financial Group, Inc. banking subsidiary identified in the Agreement.

Analyzed Account means an account designated on Citizens' billing system for purposes of billing for Cash Management Services.

API Client Key means the security key (a code used to identify and authenticate an application or user) Citizens makes available for you to access the Citizens API(s).

Applicable Sanctions Authority means the United States (including OFAC, the U.S. State Department or the U.S. Commerce Department's Bureau of Industry and Security), European Union, United Kingdom (including His Majesty's Treasury) or United Nations Security Council.

Authorized Initiator means an officer or employee of Customer or other person that is designated by Customer as someone who is authorized to issue Instructions to Citizens with respect to Services, including but not limited to orders to transfer money from the Accounts of the Customers.

Banking Day means any day on which Citizens is open to conduct substantially all of its business, unless otherwise specified.

Citizens API means proprietary application program interface(s) made available by Citizens and updated from time to time that permit customers to interface with Citizens' systems in connection with receiving the Citizens Services.

Control Total means the aggregate dollar amount of either all: (i) debit transfers and/or entries, or (ii) credit transfers and/or entries contained in each transaction file submitted to Citizens for processing. During the set-up process, Citizens will provide Customer with the information needed to properly format and submit their Control Totals file(s).

Customer means the person or entity that executes the Agreement with Citizens. To the extent that any such entity executes the Agreement on behalf of other entities, such as affiliates or subsidiaries, Customer shall include such other entities as well.

Duly Authorized Person means a person designated by Customer as a person who, by course of dealing or otherwise, has actual or implied authority to act on behalf of and bind Customer.

Fee Schedule means the schedule of fees applicable to the Services, as amended, from time to time.

Instruction(s) means an instruction(s), order(s), request(s) or other direction to a person or entity.

Item(s) means check(s), draft(s), negotiable instrument(s) or other request(s) to debit an account.

Modules mean each of the Services offered by Citizens to those who have permitted access to the System, each of which is described in a User Guide.

Nacha means the National Automated Clearing House Association.

OFAC means the Office of Foreign Assets Control of the United States Department of the Treasury.

Payment Order means any Instruction of Customer for Citizens to pay or cause to be paid a fixed or determinative amount of money to a Beneficiary, including without limitation, International Payment Orders and funds transfers arising from the processing of Requests for Transfers.

Primary Administrator means the person designated by Customer as having the primary administrative authority to manage user access

to, and authority within, the System.

Primary Billing Account means the Analyzed Account designated by Customer to which fees due Citizens for receipt of Services may be charged in accordance herewith.

Rules means the applicable operating rules of any clearing house through which electronic funds transfers are processed, as amended from time to time.

Sanctioned Person means, in each case, whether now or subsequently: (i) any country or jurisdiction that is subject to comprehensive Sanctions (currently including Cuba, Iran, North Korea, Syria and the Crimea, Donetsk People's Republic and Luhansk People's Republic regions of Ukraine); or (ii) any government or person (natural, corporate or governmental) who (a) is designated as a Sanctions target, or (b) whether or not designated, is otherwise subject to Sanctions, including as a result of being owned or controlled by any person referred to in paragraph (i) or (ii) above or being located, organized or ordinarily resident in a country or jurisdiction referred to in paragraph (i) above.

Sanctions means any economic or trade sanctions implemented, imposed, administered or enforced by an Applicable Sanctions Authority.

Sanctions Screening means the process by which Citizens reviews and screens all Instructions submitted by Customers and all transactions involving the movement of funds submitted to it for processing against Sanctions lists promulgated by an Applicable Sanctions Authority, including but not limited to lists issued by OFAC.

Secondary Administrator means the person designated by Customer as having the authority to conduct the activities of a Secondary Administrator as set forth below.

Security Device means a password, access code, API Client Key, Personal Identification Number, SecurID key fob, One-Time Passcode or other means or device made available by Citizens for the purpose of authenticating an authorized user of any Service or System or an Authorized Initiator.

Security Procedure(s) means an operational procedure(s), policy(ies) or control(s) which may or may not be specific to a given Service established or made available by Citizens for the purpose of authenticating an Instruction and which may include use of a Security Device.

Services means the cash management services provided by Citizens (including any Data Transmission Service), or third-party vendors selected by Citizens, to Customer pursuant to the Agreement, these Terms and Conditions and the Service Requests. In the Terms and Conditions Governing Specific Cash Management Services, "Service" means the cash management service described in such specific cash management service description.

Service Request means a request, in form and substance satisfactory to Citizens, by Customer to Citizens to provide one or more Services to Customer.

SWIFT means the Society for Worldwide Interbank Financial Telecommunications., a method of fund transfer.

System means the electronic interface with Citizens which allows Customer to receive applicable Services from Citizens via the internet or electronic means of access.

User Guides means any operating, service, or technical guides; Instructions; procedures; manuals; descriptions; or other written or electronic materials provided by Citizens from time to time with respect to the Services selected by Customer.

GENERAL TERMS

Service Requests. Customer may, from time to time, request that Citizens provide certain Services to Customer by submitting a Service Request to Citizens. Notwithstanding whether a Customer has delivered a Service Request with respect to a Service, Customer's use or receipt of a Service shall constitute Customer's agreement to be bound by the terms of the Agreement, these Terms and Conditions and any applicable User Guides governing any such Service. In the event of any dispute between Citizens and Customer regarding the Service(s) subscribed to by Customer and rendered to Customer by Citizens, the information contained in the books and records of Citizens shall be deemed to control.

Service and System Access and Use. Customer agrees that it will, and will ensure that its authorized users will, access and use all Services and Systems in accordance with these General Terms and Conditions, the specific Terms and Conditions applicable to such Service and all

applicable User Guide(s) furnished to Customer in connection with any such Service and/or System. Customer and its authorized users shall only access information pertaining to Customer and its Accounts and Services.

Customer shall be responsible for procuring, implementing, and maintaining relevant software and hardware to support access to applicable Citizens' Services and Systems. Citizens shall use commercially reasonable efforts to setup, test and implement Service and Systems for use by Customer. Notwithstanding the foregoing, Customer shall be solely responsible for ensuring that all of its systems are compatible and operate with the Services and Systems, including any updates and replacements thereto. In the event of any change to any Service or System which might require a change to Customer's equipment, software or environment, Citizens shall provide notice of such change to its equipment, software or environment at least 90 days' (unless Citizens determines that a shorter period is appropriate (a) to prevent an actual or reasonably likely harm or damage to Citizens or any of its systems or customers, a security breach or other material risk or a requirement of law or (b) due to another legitimate business reason) prior to Customer being required to implement changes to Data Customer's equipment, software or environment. Customer shall be responsible for making all changes at its own cost and expense. Citizens shall not be responsible for any integration and compatibility issues associated with Customer's use of any Service or System.

Customer shall not: (a) copy, decode, reverse engineer or in any other way attempt to derive a source code version of any Service or System; (b) market, license, create, or sell any derivative work based upon any materials that Citizens provides to Customer relating to any Service or System; or (c) introduce, or permit to be introduced, any virus, malware or other harmful code into any Service or otherwise interfere with the proper functioning of any Service or System.

If Customer or any of Customer's employees, contractors, and agents sends or transmits any communications or materials to Citizens suggesting or recommending changes to any Citizens Services or Systems, including without limitation, new features or functionality relating thereto (collectively, "**Feedback**"), such Feedback is and will be treated as non-confidential. Customer hereby assigns to Citizens for itself and its employees, contractors, and agents, all right, title, and interest in, and Citizens shall be free to use, without any attribution or compensation to Company or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, provided that Citizens is not required to use any Feedback.

Software. Citizens may supply Customer with certain software owned by or licensed to Citizens to be used by Customer in connection with the Services. Customer agrees that all such software will be and shall remain the sole property of Citizens and/or the vendor of such software. Customer agrees to execute and deliver to Citizens such license agreements and other documents as Citizens and/or the vendor(s) of such software may request or require, and Customer agrees to comply with all of the terms and conditions of all such license agreements and other documents.

Duty to Inspect. Customer is responsible for monitoring all Services provided by Citizens, including each individual transaction processed by Citizens, any Account fees charged by Citizens, and Account Analysis information provided by Citizens in connection therewith. Customer acknowledges that in addition to providing Customer with periodic statements of Account activity, Citizens communicates and makes available to Customer transactional information and Account activity reports in multiple ways and formats, which may vary in type and form depending upon the Service(s). Except as otherwise set forth herein, Customer agrees to review such information promptly and notify Citizens of any errors or discrepancies within fourteen (14) calendar days (or such greater time period as may be required by law) after Citizens communicates or makes available such Account activity or transactional information containing or reflecting such error.

Pursuant to the Rules which govern the processing of electronic funds transfers received through an automated clearing house or the funds transfer system of the Federal Reserve Banks, instructions to reverse erroneous or unauthorized funds transfers affecting the accounts of non-consumers must be submitted within two (2) days. Therefore, **CUSTOMER ACKNOWLEDGES AND AGREES THAT IT MUST NOTIFY CITIZENS OF ANY ERRONEOUS OR UNAUTHORIZED FUNDS TRANSFERS AFFECTING ITS ACCOUNT(S) WITHIN ONE (1) DAY OF THE FUNDS TRANSFER POSTING TO THE ACCOUNT. CUSTOMER ACKNOWLEDGES THAT FAILURE TO MEET THE TIME LIMIT SET OUT IN THE RULES MAY PREVENT IT FROM RECOVERING ANY LOSSES IT MAY SUFFER.**

EXCEPT TO THE EXTENT REQUIRED BY LAW, AND NOTWITHSTANDING ANYTHING IN THE ACCOUNT AGREEMENT TO THE CONTRARY, FAILURE TO NOTIFY CITIZENS OF AN ERROR WITHIN THE TIME LIMITS SET FORTH HEREIN WILL RELIEVE CITIZENS OF ANY AND ALL LIABILITY FOR THE ERROR.

Data Transmission Service. In connection with certain Services for which Citizens and Customer may need to exchange data, Citizens provides its Data Transmission Service through the below methods:

- **File Gateway.** Citizens' File Gateway is an online data communications system that enables the exchange of information, including unattended/automatic data collection and distribution, by mainframe, server, or personal computer through secure and convenient data transfer methods. File transmission protocols supported by Citizens include secure HTTPS, SFTP (SSH), and AS2.
- **API Channel Service.** Refer to "API Channel Services" section in Terms and Conditions Governing Specific Cash Management Services section herein for terms regarding this Service.

Customer is solely responsible for all acts and omissions of its end users and developers in connection with its and their use of any Citizens Transmission Service.

Primary Administrator. In connection with certain Services, Customer must identify an initial Primary Administrator in the applicable Service Request. The Primary Administrator role may include the authority to add/change/delete additional users, view user profiles, unlock users, force password changes, assign users to workgroups and roles, and access administrative reports as applicable to respective Service.

Secondary Administrator. In connection with certain Services, Customer may (or may be required to) identify a Secondary Administrator to approve changes and modifications to Services or Systems (such as user access and authority) made by the Primary Administrator before those changes and modifications can become effective. A Secondary Administrator may also have the authority to add/change/delete additional users, reset passwords for existing users, view user profiles, unlock users, force password changes, assign users to workgroups and roles, and access administrative reports as applicable to respective Services.

Security Devices. Customer agrees, and will cause all of its users, to maintain the confidentiality and security of all Security Devices and to disclose them only to such persons as are intended by Customer to have access to the particular Service. Customer must notify Citizens promptly upon learning of any unauthorized disclosure or use of any Security Devices, or of any inadvertent or intentional access to information or accounts other than those belonging to Customer. Customer shall require all persons to whom it has assigned a Security Device or otherwise granted access to any Service to comply with these Terms and Conditions. Customer agrees to indemnify Citizens and hold it harmless from and against any and all losses, liabilities, claims, damages, and expenses (including reasonable legal fees and expenses) arising from or relating to any unauthorized use of Security Devices. Citizens shall not be responsible for any unauthorized use of a Security Device unless such use is the result of the gross negligence or willful misconduct of Citizens.

Security Procedures; Authorization. Customer agrees that it shall be solely responsible for ensuring compliance with any Security Procedures established by Citizens or elected by Customer in connection with the Services, as such may be amended from time to time, and that Citizens shall have no liability for any losses sustained by Customer as a result of a breach of any Security Procedure if Citizens has substantially complied with such Security Procedure. If Customer becomes aware that any Security Procedure may be or has been violated, Customer agrees to promptly notify Citizens. In connection with any Service for which Citizens makes Security Procedures available, Customer acknowledges receiving information regarding such Security Procedures and agrees that they are commercially reasonable. Citizens may, from time to time, propose additional or enhanced Security Procedures to Customer. If applicable, Customer will be notified of any changes to the Security Procedures prior to implementation thereof. Customer agrees to be bound by any Instruction, whether or not authorized, issued in its name, and accepted by Citizens in compliance with the then-applicable Security Procedure, even if such Security Procedure is not commercially reasonable, to the extent that other commercially reasonable Security Procedures were offered but rejected by Customer. It is also important when Customer assesses its risk of loss that Customer take into consideration the fact that, as Customer is not a “consumer” under the Electronic Funds Transfer Act (“Reg E”), Customer is not able to avail itself of the protections offered by Reg E.

Customer is solely responsible for ensuring proper access and use of the Services and related Systems and restricting use of the Services and Systems to authorized users. Citizens shall have no liability for: (i) misuse of a Security Device to gain access to any Service or System, or (ii) Instructions initiated via the use of a Security Device which Customer has designated as not requiring secondary approval. Customer shall promptly notify Citizens or otherwise remove applicable access and/or permissions from any authorized user of any Service or System if such person is no longer authorized for such activity. Citizens reserves the right to terminate or suspend any user’s access to any Service or System at any time for security reasons. Customer is solely responsible for providing a resource for users of its systems and applications to report abuse of such systems and applications.

Reliance. Citizens shall be entitled to rely on the accuracy and validity of any Instruction provided in conformity with the then-applicable Security Procedures and shall have no further duty to investigate whether such Instructions were initiated by an Authorized Initiator and shall not be liable for any costs or damages incurred by Customer or any other person in connection with any unauthorized Instructions. Customer agrees that Citizens may refuse to comply with requests from any individual until Citizens receives documentation reasonably satisfactory to it confirming such individual’s authority. Citizens shall be entitled to rely on any notice or other writing believed by it in good faith to be genuine and correct and to have been signed by the individual purporting to have signed such notice or other writing.

Citizens’ Sanctions Screening. Citizens is required by applicable laws, rules, regulations, and policies to subject Instructions submitted to it, especially those involving the movement of funds, to Sanctions Screening. Therefore, in respect of any and all delays in the processing of Instructions due to Sanctions Screening, including without limitation a failure by Citizens to process an Instruction, Customer agrees: (a) to hold Citizens harmless, and (b) that Citizens shall have no liability to Customer or any third-party whatsoever. In addition, and notwithstanding anything to the contrary in the Agreement or these Terms and Conditions, Citizens undertakes no obligation to make any payment under, or otherwise to implement or process any Instruction or transfer of funds if there is any involvement by or nexus with a Sanctioned Person, whether directly or indirectly. Without limiting the generality of the foregoing, Customer acknowledges and agrees that Citizens may, without notice to Customer, take any and all action that Citizens determines to be necessary or advisable to comply with Sanctions, including action to block or freeze funds, decline any Instruction and/or report such action or information relating to Customer or any Instruction or transaction to government or other regulatory or law enforcement authorities, including any Applicable Sanctions Authority.

Fees. Customer agrees to compensate Citizens for all Services that Customer utilizes. Customer authorizes Citizens to debit the Primary Billing Account for all applicable charges and fees to the extent not offset by earnings credits. If the balance of available funds in the Primary Billing Account is not sufficient to cover such fees, Customer hereby authorizes Citizens to debit any account maintained by

Customer with Citizens or, to the extent permitted by applicable law, any Affiliate of Citizens. Customer agrees to pay all sales, use or other taxes (other than taxes based upon Citizens' capitalization or net income) applicable to the Services provided hereunder. Customer acknowledges receipt of the current applicable Fee Schedule for the Services. Citizens may amend the Fee Schedule at any time and will give written notice to the Customer of any changes in the Fee Schedule, to the extent that such changes adversely affect Customer, no later than thirty (30) calendar days before such changes go into effect. Customer's continued use of the Service(s) shall constitute its acceptance of such changes.

Customer's Representations, Warranties and Covenants. Customer warrants, represents, and covenants to Citizens that (a) it is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (b) it is not a "consumer" within the meaning of Reg E or similar statutes or regulations; (c) the Services will be used by Customer solely for business or commercial purposes and not for personal, family, or household purposes; (d) unless otherwise agreed by Citizens, the Services are for Customer's own internal use and not for use as a third-party provider of services; (e) there are no provisions of any law, or any certificate or articles of incorporation or by-laws, or any agreement of any kind, nature or description binding upon Customer that prohibit Customer from entering into or performing its obligations under the Agreement; (f) its execution and performance of the Agreement and its execution of any documents required by the Agreement have been duly authorized; (g) it has all licenses and complies with all formalities necessary to effect any of the transactions contemplated by the Services; and (h) it is in compliance with all applicable domestic and foreign laws, policies, orders, guidance and regulations (including but not limited to those relating to prohibitions on internet gambling, operation of an internet casino or gambling business, money laundering, foreign exchange and OFAC regulations) and its origination of funds transfers shall not be in violation of any of the foregoing. Customer agrees to provide to Citizens upon request such documents as may reasonably be required to confirm the foregoing. Customer further represents that, with respect to each Payment Order, Transfer, Entry, or other transaction made in connection with any of the Services, the employee or other person or entity that originates such Payment Order, Transfer, Entry, or other transaction is an Authorized Initiator as of the time of delivery of transmittal of such Payment Order, Transfer, Entry, or other transaction.

Customer's Sanctions Representations, Warranties and Covenants. Without limiting the generality of the foregoing, Customer represents, warrants, and covenants to Citizens that Customer: (i) has implemented, maintains and will continue to maintain policies, procedures and controls that are reasonably designed to ensure it complies with all applicable Sanctions; (ii) is not and will not be, and no Authorized Initiator is or will be, a Sanctioned Person or acting on behalf of, at the direction of or for the direct or indirect benefit of a Sanctioned Person; and (iii) has not engaged and will not engage in any Payment Order, Transfer, Entry or other transaction made in connection with any of the Services that violates Sanctions or would cause Citizens to violate Sanctions. Customer will promptly inform Citizens of any subpoenas, investigations, regulatory inquiries or litigation to which it or any Authorized Initiator is or may become subject that relates to Sanctions and Customer's relationship with Citizens or any Payment Order, Transfer, Entry or other transaction made in connection with any of the Services. Customer will provide Citizens promptly with any information as requested by Citizens to comply with Sanctions, which information Customer acknowledges and agrees that Citizens may provide to law enforcement or any regulatory authority examining Citizens.

Transaction Limits. In the event that providing the Services to Customer results in unacceptable credit exposure or other risk to Citizens, or may cause Citizens to violate any law, regulation, rule, order or internal or external policy or guidance from any governmental or regulatory authority, Citizens may, without prior notice, limit Customer's transaction volume or dollar amount, and/or refuse to execute transactions. Customer shall, upon request by Citizens from time to time, provide Citizens with such financial information and statements and such other documentation as Citizens reasonably determines to be necessary or appropriate to enable Citizens to evaluate its exposure or risk. Any internal limits established by Citizens hereunder or refusal to execute transactions or suspension of Service shall be in Citizens' sole discretion.

Termination; Suspension of Service. Either party may terminate the Agreement or any Service on thirty (30) days' prior written notice to the other. Citizens may, with or without prior notice, terminate the Agreement and/or terminate or suspend any Service provided to Customer if (i) Customer closes all Accounts or any Account established in connection with a particular Service or the Primary Billing Account ceases to be an Analyzed Account; (ii) Customer has failed to maintain a financial condition deemed reasonably satisfactory to Citizens, in Citizens' sole discretion, to minimize any credit or other risks to Citizens, including in the case of the commencement of a voluntary or involuntary proceeding under the United State Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors; (iii) a receiver, custodian, assignee for the benefit of creditors, trustee or similar official is appointed, or applies for by or against Customer for all or a substantial part of Customer's property; (iv) there has been a material adverse change in the financial circumstances of Customer; (v) Customer fails to comply with or is in default under any of its material obligations hereunder; (vi) Citizens deems immediate termination of the Agreement necessary or appropriate in order to prevent any loss to Citizens; or (vii) Citizens determines, in its sole discretion, that the continued provision of Services to Customer could violate federal, state or local law, regulation, rule, order, any internal or external policy, or any guidance from any governmental or regulatory authority or otherwise subject Citizens to unacceptable risk or loss. In addition, Citizens reserves the right to terminate or suspend any Service or individual user for security reasons, including in the event that Customer does not use such Service for an extended period of time, which period of time may vary depending on the Service.

Upon termination of the Agreement or any Service, Customer shall, at its expense, return to Citizens, in the same condition as when delivered to the Customer, normal wear and tear excepted, all property belonging to Citizens and all proprietary material delivered to Customer in connection with the terminated Service(s). Upon termination of the Agreement for any reason, all fees due Citizens as of the effectiveness of such termination shall become immediately due and payable. Notwithstanding any termination, the Agreement and these

Terms and Conditions shall remain in full force and effect with respect to all transactions initiated prior to such termination. Citizens reserves the right, without prior notice, to convert the Primary Billing Account or any other account which has ceased to be an Analyzed Account (if such other account continues to receive Services) back to Analyzed Account status.

Limitation of Liability. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, THE LIABILITY OF CITIZENS IN CONNECTION WITH THE SERVICES SHALL BE LIMITED TO ACTUAL DAMAGES SUSTAINED BY CUSTOMER AND ONLY TO THE EXTENT SUCH DAMAGES ARE A DIRECT RESULT OF CITIZENS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVIDED HOWEVER THAT THE AGGREGATE LIABILITY TO CUSTOMER FOR ALL LOSSES, COSTS, DAMAGES, AND EXPENSES INCURRED IN CONNECTION WITH (I) ANY SINGLE CLAIM SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONTHLY AVERAGE AND (II) ALL CLAIMS SHALL NOT EXCEED AN AMOUNT EQUAL TO 12 TIMES THE MONTHLY AVERAGE. "**Monthly Average**" means an amount equal to the result of adding together each monthly billing to Customer for Services for the twelve month period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred and dividing the result by 12, or if the Agreement has been in effect less than twelve months, adding together each monthly bill for the period of time the Agreement has been in effect and dividing the result by the number of months the Agreement has been in effect. Citizens shall have no liability to any third-party in connection with the Services. CITIZENS SHALL NOT BE LIABLE FOR ANY LOSS, COST, DAMAGE, OR INJURY CAUSED BY ANY ACT OR OMISSION OF ANY THIRD-PARTY, WHETHER OR NOT SUCH THIRD-PARTY WAS CHOSEN BY CITIZENS; OR FOR ANY CHARGES IMPOSED BY ANY THIRD-PARTY; OR FOR ANY LOSS, COST, DAMAGE, OR INJURY CAUSED BY ANY FAILURE OF THE HARDWARE OR SOFTWARE UTILIZED BY A THIRD-PARTY TO PROVIDE SERVICES TO CUSTOMER. TO THE FULLEST EXTENT ALLOWED BY LAW, AND SUBJECT TO THE FOREGOING PROVISIONS OF THIS SECTION DEALING WITH CITIZENS' LIABILITY FOR DAMAGES SOLELY CAUSED BY ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CITIZENS' LIABILITY TO CUSTOMER WITH RESPECT TO THE SERVICES SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM CITIZENS' FAILURE TO EXERCISE ORDINARY CARE.

IN NO EVENT SHALL CITIZENS BE LIABLE FOR ANY PUNITIVE DAMAGES NOR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT LOSS OR DAMAGE WHICH CUSTOMER MAY SUFFER OR INCUR IN CONNECTION WITH THE SERVICES, INCLUDING WITHOUT LIMITATION, LOST EARNINGS OR PROFITS AND LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM CITIZENS' ACTS, REGARDLESS OF WHETHER THE LIKELIHOOD OF SUCH LOSS OR DAMAGE WAS KNOWN BY CITIZENS AND REGARDLESS OF THE NATURE OF THE ACTION OR THE BASIS OR THEORY UPON WHICH A CLAIM IS ASSERTED.

Nothing in these Terms and Conditions is intended to limit any express liability of Citizens (i) under Article 4A of the Uniform Commercial Code to refund Customer their full principal amount of an unauthorized or erroneously executed Payment Order, and (ii) if Citizens breaches its agreed upon duty of care, to refund the full amount of any unauthorized or erroneously processed Payment Order, Transfer Instruction or Request for Transfer. Notwithstanding the foregoing, Customer acknowledges and agrees that a Payment Order, Transfer Instruction or Request for Transfer shall not be deemed to be: (a) unauthorized if such Payment Order, Transfer Instruction or Request for Transfer is accepted by Citizens in good faith and in compliance with Citizens' obligations under any then applicable Security Procedures, or (b) erroneous, if executed in conformity with the Instructions of a Customer's Authorized Initiator or Transfer Instruction Originator (and such Payment Order, Transfer Instruction or Request for Transfer is within any pre-established dollar limitation for such Authorized Initiator or Transfer Instruction Originator).

Limitation on Vendors' Liability. Customer acknowledges and agrees that Citizens' third-party vendors are intended third-party beneficiaries of all provisions of the Agreement and these Terms and Conditions and shall be entitled to enforce such provisions against Customer, including without limitation, all provisions of these Terms and Conditions with respect to (i) limitations on Citizens' liability and Customer's remedies for damages, losses or injuries; (ii) disclaimers of warranty by Citizens; and (iii) indemnification by Customer, and all such provisions are incorporated herein and shall apply to and for the benefit of the third-party vendors as if fully set forth herein. Customer agrees that such third-party vendors are not agents of Citizens or Customer.

Fraud Detection/Deterrence. Citizens offers certain products and services such as Positive Pay (with or without payee validation), and Account blocks and filters that are designed to detect and/or deter check, ACH, or other payment system fraud. While no product or service will be completely effective, Citizens believes that the products and services it offers will reduce the likelihood that certain types of fraudulent items or transactions will be paid against Customer's Account(s). Failure to use such products or services could substantially increase the likelihood of fraud. **CUSTOMER AGREES THAT IF CUSTOMER DECLINES OR FAILS TO IMPLEMENT AND PROPERLY USE ANY OF THESE PRODUCTS OR SERVICES, OR FAILS TO FOLLOW THESE AND OTHER PRECAUTIONS REASONABLE FOR CUSTOMER'S PARTICULAR CIRCUMSTANCES, CUSTOMER WILL BE PRECLUDED FROM ASSERTING ANY CLAIMS AGAINST CITIZENS FOR POSTING ANY UNAUTHORIZED, ALTERED, COUNTERFEIT OR OTHER FRAUDULENT ITEM OR TRANSACTION THAT SUCH PRODUCT, SERVICE, OR PRECAUTION WAS DESIGNED TO DETECT OR DETER, AND CITIZENS WILL NOT BE REQUIRED TO RE-CREDIT CUSTOMER'S ACCOUNT(S) OR OTHERWISE HAVE ANY LIABILITY FOR RESULTING LOSSES.**

Preventing Misuse of Customer's Account(s). Customer agrees to take reasonable steps to ensure that Customer has adequate internal procedures to secure and protect Customer's Account(s). To help prevent fraud and protect Customer's business assets in particular, Citizens recommends that Customer, where applicable:

- Segregate roles and duties for Customer's Account(s), especially those involving money movement and invoice capture, approval and payment, to multiple individuals – an example may include but is not limited to, individuals who decision Positive Pay suspects should be different from those who issue checks drawn on Customer's Account(s);
- Review/Reconcile Customer's Account(s) on a daily basis and notify Citizens immediately if any unauthorized or unexpected activity

is detected (Citizens offers a variety of daily reporting options for account activity);

- Segregate accounts by function— e.g., incoming vs. outgoing, electronic payments vs. paper disbursements, etc.;
- Subscribe to and/or utilize Positive Pay, Payee Positive Pay, ACH Receipt Authorization, and/or ACH/Check blocks for all Accounts;
- Watch for paper checks/items that are cashed out of sequence or made out to cash, as they are classic red flags for fraud;
- Secure Customer's supply of paper checks/items at all times and destroy any paper checks/items that Customer does not intend to use, as stolen paper items are a common method of fraud;
- Periodically reassign accounting duties such as reconciling Customer's Account(s) or making a deposit;
- Review transaction activity on Customer's Account(s) for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size, as most businesses will maintain a constant average, and a large fluctuation may indicate fraud;
- Use tamper-resistant paper checks/items at all times ordered from a reputable source
- Notify Citizens immediately when an authorized signer's authority ends so that his/her name can be removed from all signature cards and any online access, and any cards that Citizens has issued to him/her can be cancelled; and
- Never sign blank paper checks/items.

Disclaimer of Warranties. CUSTOMER'S USE OF SERVICES IS AT CUSTOMER'S SOLE RISK. ALL SERVICES ARE PROVIDED "AS IS" AND "WHERE IS." EXCEPT AS EXPRESSLY SET FORTH HEREIN, CITIZENS MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO CUSTOMER OR TO ANY OTHER PERSON, AS TO THE SERVICES OR ANY COMPONENT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, QUALITY, ACCURACY, OR SUITABILITY, OR WARRANTIES FROM COURSE OF DEALING OR COURSE OF PERFORMANCE AND CITIZENS HEREBY DISCLAIMS ANY AND ALL OF THE SAME. NO ORAL OR WRITTEN STATEMENT OBTAINED FROM CITIZENS SHALL CREATE A WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THIS AGREEMENT. WHILE CITIZENS MAKES EVERY EFFORT TO PROVIDE ACCURATE INFORMATION IN CONNECTION WITH THE SERVICES (EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN), CITIZENS MAKES NO WARRANTY THAT (I) THE SERVICES OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED, TIMELY, SECURE, WITHOUT BREACHES OR ERROR-FREE OR (II) ANY INFORMATION CONTAINED IN THE SERVICES WILL BE ACCURATE, CURRENT, COMPLETE, OR RELIABLE, (III) ANY COMPUTER HARDWARE, SOFTWARE OR EQUIPMENT IN CONNECTION WITH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, CUSTOMERS' COMPUTER SYSTEMS OR RELATED EQUIPMENT, CUSTOMER'S SOFTWARE, OR CUSTOMERS' INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, OR AS TO THE SUITABILITY OR COMPATIBILITY OF CITIZENS' SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT CUSTOMER USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED OR ERROR-FREE MANNER. CITIZENS SHALL NOT BE LIABLE OR RESPONSIBLE FOR DAMAGES INCURRED AS A RESULT OF DATA SUPPLIED BY CUSTOMER THAT IS INACCURATE, INCOMPLETE, NOT CURRENT OR LOST IN TRANSMISSION. IT IS UNDERSTOOD THAT CITIZENS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE INACCURACY, INCOMPLETENESS, OR INCORRECTNESS OF DATA AS A RESULT OF SUCH DATA HAVING BEEN SUPPLIED TO CUSTOMER THROUGH DATA TRANSMISSION. CITIZENS SHALL NOT BE LIABLE TO CUSTOMER, ANY RECIPIENT ACCOUNT HOLDER OR TO ANY THIRD-PARTY FOR ANY ERROR, DELAY, INSOLVENCY, NEGLIGENCE, MISCONDUCT, MISTAKE OR DEFAULT OF ANY OTHER BANK, PERSON, OR ENTITY. CUSTOMER'S SOLE REMEDY IN THE EVENT THAT CUSTOMER DETERMINES THAT A SERVICE DOES NOT MEET ITS NEEDS IS TO TERMINATE THE SERVICE IN ACCORDANCE WITH THE PROVISIONS OF THESE TERMS AND CONDITIONS.

Indemnification. Customer agrees to indemnify and hold Citizens harmless from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceeding, whether or not Citizens shall be designated a party thereto) which may be incurred by Citizens relating to or arising out of (a) any failure by Customer to observe and perform properly all of its obligations hereunder or any negligent or wrongful act of Customer or any of its affiliates or subsidiaries; and (b) the Services provided by Citizens hereunder, including without limitation, any action taken or not taken by Citizens in reasonable reliance upon information provided to Citizens by Customer or any affiliate or subsidiary of Customer; provided however, that Citizens shall have no right to be indemnified hereunder for losses resulting from its own gross negligence or willful misconduct as determined by a court of competent jurisdiction.

Service Enhancements and Modifications. From time to time, Citizens may upgrade, or offer additional enhancements to the Services. If such an enhancement results in a change in the applicable fees for such Service, notice of such change in fees shall be given in accordance with these Terms and Conditions. Enhancements to any Service that are offered as separate or additional features can be added to Customer's version of such Service at its option, subject to additional fees, as applicable. Citizens reserves the right to modify any User Guide from time to time in its sole discretion, including for the purpose of adding features to, or removing features from, a Service.

Maintenance of Records. Nothing herein shall relieve Customer of any duty imposed by law, regulation, or contract regarding the maintenance of records or the use of adequate audit, accounting and review practices customarily used by similar businesses. Customer shall maintain all source documents, data already processed and audit records. Citizens shall not be required to retain Customer's source documents.

Recording of Transactions. Customer agrees that Citizens may record any transaction or inquiry made by Customer using any Service or System.

Collection and Use of Information. We may collect certain information through the Services about you or any of your employees, contractors, or agents. By accessing, using, and providing information to or through any Services, you consent to all actions taken by us with respect to your and their information in compliance with the then-current version of our privacy policy and data protection requirements, available at <https://www.citizensbank.com/account-safeguards/privacy.aspx>.

Proprietary Material and Information. Customer acknowledges that the Services, the design, and format of the information displayed, all software supplied directly or indirectly by Citizens, the User Guides, and all instructional, informational, or other written material of any nature related to or concerning the Services constitute proprietary intellectual property. Any such material may be retained by Customer for so long as any Service is being provided to Customer by Citizens, but shall be returned to Citizens upon the termination of the Services. Customer agrees to hold all such material in confidence and shall not (except with the prior written consent of Citizens) disclose or permit access to any such material to any other person or entity. Customer's obligation to protect the confidentiality of such material will not apply if the material disclosed (i) was generally available to the public other than through a disclosure by Customer; (ii) was or becomes lawfully available to Customer on a non-confidential basis through a third-party who is not under any obligation of confidentiality to Citizens; or (iii) was lawfully in possession of Customer prior to its receipt from Citizens.

Disruption of Service. Citizens shall use reasonable efforts to (i) keep Services and Systems operational and accessible at all applicable times and (ii) advise Customer whenever a Service or System is not or is not expected to be operational, but will not be liable to Customer for its failure to do so. Citizens shall not be liable to Customer for any damages, losses or costs incurred by Customer because any Service or System is not available due to maintenance, malfunction, power or telecommunications interruptions or any other Force Majeure event. Citizens reserves the right to deny Customer access to any Service or System at any time that Citizens, in its sole discretion, determines that a breach, potential breach or violation of access and security makes such denial of access reasonable and appropriate.

Force Majeure. Neither party shall bear responsibility for non-performance of its obligations under the Agreement to the extent that such non-performance is caused by an event beyond that party's control, including without limitation, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, act of terrorism, riot, war, or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents Citizens from operating normally. Notwithstanding the provisions of any general or specific law to the contrary, Citizens shall not be required to repay any deposits made at any non-U.S. branch of Citizens, or any of its Affiliates, or any deposits made at Citizens or any of its Affiliates that are denominated in a non-US dollar currency if repayment of such deposit or the use of assets denominated in a non-U.S. dollar currency is prevented, prohibited or otherwise blocked due to: (i) an act of war, insurrection or civil strife; (ii) any action by a non-U.S. government or instrumentality or authority asserting governmental, military or police power of any kind, whether such authority be recognized as a de facto or a de jure government, or by any entity, political or revolutionary movement or otherwise that usurps supervenes or otherwise materially impairs the normal operation of civil authority; or (iii) closure of a non-U.S. branch in order to prevent, in the reasonable judgment of Citizens, harm to its employees or property. The obligation to repay any such deposit shall not be transferred to and may not be enforced against any other U.S. branch of Citizens. Although Citizens is not obligated to repay a deposit made at a non-U.S. branch or denominated in a non-U.S. currency during the period in which its repayment is prevented, prohibited, or otherwise blocked, Citizens shall repay such deposit when and if all circumstances preventing, prohibiting, or otherwise blocking repayment cease to exist.

Deposit Account Agreement. Citizens and Customer agree that any Account established by Customer in connection with Services offered by Citizens shall be governed by the applicable deposit account agreement, any related disclosures, any fee schedule or other written agreement between Customer and Citizens with respect to fees thereon (each as amended from time to time, collectively, the "Account Agreement"). Customer acknowledges receipt of the Account Agreement and agrees to be bound by its terms. The Account Agreement is incorporated herein by reference. If there is any conflict between the Agreement and/or these Terms and Conditions, as applicable, and the Account Agreement, the terms of the Agreement and/or Terms and Conditions, as applicable, shall govern but only to the extent reasonably necessary to resolve such conflict.

Entire Agreement; Conflicts; Amendments. Citizens and Customer acknowledge and agree that the Agreement, these Terms and Conditions, Fee Schedules, User Guides, and all other documents incorporated by reference herein, together with the Service Requests and any amendments hereto or thereto, constitute the complete and exclusive agreement between them with respect to the Services, and supersede any prior oral or written understandings, representations, and agreements between the parties relating to the Services. These Terms and Conditions may be amended by Citizens at any time in its sole discretion. Subject to applicable law, Citizens shall give Customer reasonable notice in writing or by any other method permitted by law of any amendment to the Agreement or any change to a Service if the change will adversely affect Customer. Reasonable notice depends on the circumstances, and in some cases, it might be reasonable for Citizens to give Customer notice after the change becomes effective. Customer shall be deemed to accept any change upon Customer's continued use of the Services after the effectiveness of such changes.

Severability. If any provision of the Agreement or the Terms and Conditions shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions shall continue intact. In the event that any statute, regulation or government policy to which Citizens is subject and which governs or affects the Services would invalidate or modify any portion of the Agreement or the Terms and Conditions, then the Agreement or Terms and Conditions or relevant thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Citizens shall incur no liability to Customer as a result of Citizens'

compliance with such statute, regulation or policy.

Assignment and Delegation. Citizens may, without notice (except as otherwise provided herein) delegate any of its responsibilities under the Agreement in whole or in part, but Citizens may not assign any of its rights under the Agreement, in whole or in part, without Customer's prior consent, except with respect to an assignment (i) to an Affiliate or (ii) in connection with a change in control of Citizens Financial Group, Inc. or any Affiliate, or (iii) in connection with the sale of all or a part of the Treasury Solutions line of business of Citizens. Customer may not assign, delegate, or otherwise transfer its rights or responsibilities under the Agreement without Citizens' prior written consent.

Successors. The Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

Survival. All indemnification obligations of Customer to Citizens, and all funding and fee obligations of Customer to Citizens, in relation to transactions occurring or initiated prior to termination of the Agreement, and all provisions relating to the limitation of Citizens' liability hereunder, shall survive termination of the Agreement.

Waiver of Jury Trial and Participation in a Class Action. Each of the parties to the Agreement hereby irrevocably waives all right to trial by jury or to participate in a class action in any action, proceeding or counterclaim arising pursuant to the Agreement or any Service Request or other agreement between the parties.

No Agency, Joint Venture or Fiduciary Duties Created. The Agreement and these Terms and Conditions shall not be deemed to constitute the parties as partners or joint ventures, nor shall any party be deemed to constitute any other party as its agent. The Agreement and these Terms and Conditions shall not create or impose on Citizens any obligations or fiduciary duties to Customer or any other party unless expressly set out herein.

No Advice. Neither Citizens nor its affiliates or employees provides any legal or tax advice to any party in connection with provision of any services covered under these Terms and Conditions. It is Customer's sole responsibility to discuss with their respective legal or tax advisor any potential or actual legal or tax obligations or implications related to the services contemplated under these Terms and Conditions.

Agreement to Conduct Business Electronically. Customer hereby agrees to conduct business with Citizens electronically and consents to the giving and receiving of notices, instructions, including without limitation, acknowledgments to be contractually bound electronically or by electronic means and not in paper or any other non-electronic form. Customer further agrees that evidence of its or Citizens' consent to be contractually bound may be given by electronic means without the necessity of a wet signature to be effective and that electronic copies of notices, Instructions, or agreements such as facsimile or electronic copies shall be as effective as if originals were exchanged between the parties.

Notices. All notices required or permitted by the Agreement (including all documents incorporated herein by reference) to be given may be sent electronically, by first class mail, postage prepaid, or by a nationally recognized overnight courier and addressed to Citizens at the address provided to Customer in writing for that purpose or to Customer at the address associated with the Primary Billing Account. All such notices shall be effective upon receipt.

TERMS AND CONDITIONS GOVERNING SPECIFIC CASH MANAGEMENT SERVICES

ACCOUNT RECONCILIATION SERVICE

The General Terms and Conditions are incorporated herein by reference.

Description of Services. Citizens' Account Reconciliation Services include check, deposit and account reconciliation services that enable Customers to automate the reconciliation of Accounts and improve control over Account activity. Citizens will provide to Customer the Account Reconciliation Services as requested in one or more Account Reconciliation Services Service Request(s).

Deposit Reconciliation. If requested by Customer, Citizens will provide Customer with monthly deposit reconciliation reports of all deposits to the Account(s) designated in the Service Request that comply with the encoding requirements set forth herein. Summary and detailed deposit reconciliation reports, in the format described in the Instructions provided to Customer by Citizens and subject to Customer's selections in the Service Request, will be delivered to Customer in accordance with the delivery schedule published by Citizens from time to time. In order for a deposit to be included in a deposit reconciliation report, it must be accompanied by a deposit ticket ordered from and previously tested by Citizens and must be MICR (magnetic ink character recognition) encoded with the correct deposit serial number. Citizens will not be liable to Customer for any reporting or other errors resulting from Customer's use of deposit tickets that are not approved and tested by Citizens prior to their use.

Check Reconciliation. Upon request, Citizens will provide Customer with one or more of the following check reconciliation services:

Partial Reconciliation. At the end of each cycle cut-off, Citizens agrees to provide to Customer, for each Account receiving Partial Reconciliation Services, an account reconciliation report containing the serial numbers and amounts of all Items that were presented to Citizens for payment (the "Presentment Data") since the previous cycle cutoff. Customer acknowledges and agrees that Citizens does not possess any knowledge of the Items actually issued by Customer and therefore, Customer is solely responsible for comparing Presentment Data against their internal records of issued Items to identify any potential discrepancies.

Reverse Positive Pay. Each Banking Day, Citizens will deliver to Customer, for each Account receiving Reverse Positive Pay Services, by the time established by Citizens from time to time, an account reconciliation report containing Presentment Data for all Items that were presented to Citizens for payment on the immediately preceding Banking Day. Customer acknowledges and agrees that Citizens does not possess any knowledge of the Items actually issued by Customer and therefore, Customer is solely responsible for comparing Presentment Data against their internal records of issued Items to identify any potential discrepancies.

If Customer does not want Citizens to honor any Item appearing in an account reconciliation report, Customer must notify Citizens of all such Items prior to the exception Item cutoff time on the day on which Citizens makes such account reconciliation report available to Customer. Such notification shall be made to Citizens in the manner specified in the Service Request and shall identify the Account number, serial number, amount and return reason of each Item Customer does not want Citizens to honor. Customer acknowledges and agrees that Citizens shall have no liability for paying any Item appearing in an account reconciliation report (whether or not actually issued by Customer) if Customer fails to instruct Citizens to refuse to honor any such Item within the time frame set out herein. Customer further acknowledges and agrees that Items presented and cashed at the teller line which appear on an account reconciliation report have already been paid and Customer cannot prevent payment of any such Item by notifying Citizens. Therefore, Items cashed at the teller line are outside of the scope of the Reverse Positive Pay Service.

Full Reconciliation. For each Account receiving Full Reconciliation Services, Customer agrees to deliver to Citizens, at any time prior to the issuance of checks, the serial numbers, amounts, issue and, for Payee Positive Pay subscribers, the payee name(s) date of each Item issued ("Issue Data") by Customer. Issue Data shall be transmitted to Citizens via a secure electronic transmission (or such other means as may be acceptable to Citizens). At the end of each cycle cutoff, Citizens will compare Presentment Data against Issue Data and prepare an account reconciliation report identifying any discrepancies between Presentment Data and Issue Data. Customer acknowledges that the account reconciliation report supplied in connection with Full Reconciliation Services contains historical data and discrepancies appearing in any such account reconciliation report may represent Items that have already been presented and honored by Citizens.

Positive Pay and Payee Positive Pay. For each Account receiving Positive Pay or Payee Positive Pay Services Customer agrees to deliver to Citizens, by the daily cutoff time established by Citizens from time to time, Issue Data, via a secure electronic transmission (or such other means as may be acceptable to Citizens), for all Items to be issued by Customer prior to the release of such Items by Customer. Deletions and modifications of Issue Data with respect to an Item may be provided by Customer to Citizens at any time prior to the Item being presented to Citizens for payment.

Customer authorizes Citizens to honor and Citizens shall pay each Item for which precisely matching Issue Data has been delivered to Citizens in accordance herewith, including modifications to the Issue Data, unless Customer has placed a valid and unexpired stop payment order with respect to such Item prior to the day on which the Item is presented to Citizens for payment. Void records are to be used for reconciliation purposes only and may not always prevent a check from being paid if the account is subscribed to Positive Pay. In the case of Positive Pay Services and Payee Positive Pay Services, if an Item presented to Citizens does not exactly match a description of

an Item contained in an Issue Data file, such Item shall be classified as a “**Suspect Item**”. If an Item presented for encashment at a Citizens branch is classified as a Suspect Item, it will not be paid. All Suspect Items presented at the branch level will be marked “Refer to Maker” and returned to the holder.

If an Item is received by Citizens through the collection process from another financial institution (e.g., bank of first deposit) it will be screened to identify and resolve discrepancies. If prescreening of an Item does not resolve all discrepancies, it will be classified as a Suspect Item and Citizens will notify Customer. After Customer has been notified of a Suspect Item, Customer shall instruct Citizens to either pay or return such Suspect Item no later than the cut-off time for such “pay or no pay” Instructions as set out in the Service Request, or such other time as Citizens may set after notification to Customer. If Citizens is unable to contact Customer or Customer has failed to provide “pay or no pay” Instructions to Citizens by the applicable cut-off time, Citizens will return the Suspect Item.

Customer acknowledges that timely delivery of Issue Data is critical to Citizens’ ability to perform Positive Pay or Payee Positive Pay Services. If delivery of Issue Data is not timely (i.e., delivered after presentment to Citizens), Citizens reserves the right to (i) suspend the Positive Pay or Payee Positive Pay Service until such time as timely delivery of Issue Data resumes or (ii) to terminate the Positive Pay or Payee Positive Pay Service.

If a Positive Pay or Payee Positive Pay account is also subscribed to the Dual Signature service, when discrepancies occur as to whether a check should be returned or paid, the dual signature requirement and process shall prevail. For example, if a check is an exception for not meeting the dual signature requirements and is also presented as a Positive Pay exception, if the item is decided by customer to pay via the Positive Pay module of the accessOPTIMA Service, the item shall be returned based on the signature not meeting the requirements set forth by customer. The Dual Signature service shall act as an additional security control that must be met in order for the check to be paid.

Special Rules Regarding Payee Positive Payee Set-Up. Initially, Payee Positive Pay will be affected by the need to calibrate the screening and match process for each form and type of Item issued by Customer. As the location where the payee(s) is identified on the face of an Item will vary depending on Item type, calibration is required to ensure that the proper location on the face of each Item is scanned. This calibration process may last up to five Banking Days depending upon the style, size, type, and number of Item forms used by the Customer. During the calibration period Suspect Items flagged due to a variance between the payee name in the Issue Data file and payee name as it appears on the presented Item will be reported manually to Customer for decisioning. Customer should, therefore, continue to review all paid Items for valid payee name during this calibration period. Subsequent to the expiration of the calibration period, Customer must inform Citizens of any changes in form of its Item stock. Any such changes will require a new calibration process.

Prescreening of Suspect Items to Resolve Discrepancies. Prior to notifying the Customer of a Suspect Item, Citizens will attempt to account for the discrepancy by attempting to ascertain if the Suspect Item resulted from incorrect MICR-encoding or reading of the MICR-encoding on the Suspect Item and that, when correctly encoded or read, the Suspect Item matches exactly an Item contained in the Issue Data file. If such a MICR encoding error is identified, Citizens will pay the Item and post the appropriate entries to the Account on which the Item is drawn. If Citizens determines that the Suspect Item designation did not result from incorrect MICR-encoding or reading of the MICR-encoding on the Item, Citizens will notify Customer of the Suspect Item and pay or return the Suspect Item as provided above. If consistently inaccurate Payee data is causing a high number of Payee mismatches, the Account Reconciliation Department maintains the right to transfer the Account(s) over to non-Payee Positive Pay at their discretion. In such event, written notice will be sent to Customer.

Check Encoding. All Items drawn on an Account for which Customer has requested that Citizens provide Account Reconciliation Services must conform to specifications issued by Citizens from time to time. Each such Item must be MICR-encoded with a serial number that matches the serial number on the Item, the correct Account number, and the correct transit number for Citizens or the Affiliate at which the Account is maintained. Items that do not conform to the specifications or that are not properly encoded may result in delays in processing, additional charges and/or cancellation of Account Reconciliation Services by Citizens.

Issue Data. If, for any reason, Customer is unable to deliver Issue Data to Citizens, Customer shall promptly provide notice thereof to Citizens, at the telephone number provided to Customer by Citizens for such purpose. If Customer is unable to deliver the Issue Data to Citizens because of a failure in the Data Transmission Service selected, Customer and Citizens will use reasonable efforts to determine an alternative method of delivering the Issue Data to Citizens by the time required by Citizens in order to provide the Account Reconciliation Services, or such other time as may be mutually agreed upon in writing by Citizens and Customer. If Citizens and Customer are unable to identify an acceptable alternative method for delivering Issue Data, Customer shall notify Citizens immediately, and transmit the Issue Data file on the next Banking Day on which the selected Data Transmission Service is operational. If, for any reason, Citizens is unable to read an Issue Data file or individual record included in the Issue Data file, Citizens shall use reasonable efforts to provide notice thereof to Customer, as soon as reasonably practicable, using the method selected by Customer in the Service Request or by such other means as Citizens deems appropriate. Upon receipt of such notification, Customer shall ensure that any and all adjustments to the Issue Data are submitted to Citizens in the manner and file format and by the then current cut-off time designated by Citizens for such adjustments.

Compliance with Terms and Conditions. Compliance by Citizens with these Account Reconciliation Terms and Conditions shall constitute the exercise of ordinary care with regard to the payment of any Item. Customer also agrees that Citizens shall have no liability to Customer in connection with the authenticity of any Item; for any forged, unauthorized, or missing signature of the maker of any Item or

endorsement of the payee; or for the unauthorized alteration of any Item, provided that Citizens has complied with these Terms and Conditions (or the terms of the Account Agreement) with respect to the payment of such Item(s). Customer agrees to indemnify and hold Citizens harmless from and against any and all claims, damages or losses resulting from the payment of any Item or the return of any Item unpaid in accordance with these Account Reconciliation Services Terms and Conditions. If Customer has not subscribed to or has opted out of Teller Line Positive Pay or has instructed Citizens that Teller Line Positive Pay be temporarily turned "off" due to problems transmitting Customer's Issue Data (including payee name) to Citizens, or in any way has not complied with all of the terms and conditions set forth in these Account Reconciliation Services Terms and Conditions, then Citizens shall not be liable to Customer for cashing an Item presented for payment at a branch office of Citizens, notwithstanding anything to the contrary contained herein or Customer's Instruction to dishonor an Item in accordance herewith.

Processing Items via the Exchange of Electronic Images. Customer agrees that Customer cannot require Citizens to return the original paper Items to Customer.

CASH SWEEP SERVICE

The General Terms and Conditions are incorporated herein by reference.

Description of Services. Our Cash Sweep Service allows Customers to automatically sweep excess cash balances to maximize earnings, pay down loans to reduce interest expense, and assist you in maintaining optimal liquidity. Customers can choose from Sweep to Investment, Sweep to Interest, or Sweep to Line.

Definitions. As used in this "Cash Sweep Service" Section, the following terms shall have the meaning set forth below:

- a) **Available Balance** means the ledger balance of the Sweep Account minus unavailable balances, held checks and other pending items.
- b) **Investment** means the Money Market Mutual Fund selected by Customer in the Cash Sweep Services Service Request.
- c) **Line of Credit** means the line of credit facility, if any, established by Customer with Citizens set forth on the Cash Sweep Services Service Request. Any advances under the Line of Credit made in connection with the provision of Services shall also be subject in all respects to the terms and conditions of all credit and other agreements between Customer and Citizens with respect to the Line of Credit, including but not limited to all promissory notes given by Customer to Citizens in connection therewith.
- d) **Other Sweep Option** means either the Line of Credit or Interest-Bearing Account identified by Customer in the Cash Sweep Services Service Request.
- e) **Sweep Account** means an Account that is a business demand deposit account maintained by the Customer at Citizens, which Account is identified by Customer in the Cash Sweep Services Service Request to be used in connection with the Cash Sweep Services described herein.
- f) **Sweep Balance** means the Available Balance as adjusted by Citizens from time to time.
- g) **Sweep Option** means the Investment or Other Sweep Option selected by Customer in the Cash Sweep Services Service Request.
- h) **Target Balance** means the minimum balance which Customer elects to maintain in the Sweep Account, as set forth in the Cash Sweep Services Service Request, which amount may be zero.

Cash Sweep Services. On each Banking Day, Citizens will perform the Cash Sweep Services described below:

- a) After the close of business on each Banking Day, Citizens will calculate the Available Balance in the Sweep Account.
- b) Citizens will then calculate the Sweep Balance by making such further adjustments, if any, as it determines to be appropriate, in its sole discretion, for other transactions arising from or relating to the Sweep Account and/or Customer, including but not necessarily limited to, all Payment Orders, Requests for Transfer and other electronic transfers of funds initiated prior to the close of business and all Items presented to Citizens for payment during such Banking Day. Citizens will not be liable to Customer or any third-party for any inaccuracy in determining the Sweep Balance.
- c) If the Sweep Balance is greater than the Target Balance, an amount equal to the Sweep Balance minus the Target Balance

("Excess Funds") will be transferred to one of the following depending on which service the client is set up with:

- Sweep to Line— Excess Funds will be used to pay down any outstanding balance on the identified Line of Credit. If there is no outstanding balance on the Line of Credit, the Excess Funds will remain in the Sweep Account.
- Sweep to Investment – Excess Funds will be invested in the Money Market Mutual Fund (MMMF) selected by Customer in the Cash Sweep Services Service Request, subject to the minimum investment requirements of Citizens in effect from time to time with respect to the specified MMMF. If the Excess Funds are less than any applicable minimum investment requirement, the Excess Funds will remain in the Sweep Account.
- Sweep to Interest— Excess Funds will be transferred to an interest-bearing account on Citizens' balance sheet where the balances will earn interest.

d) If the Sweep Balance is less than the Target Balance, all funds will remain in the Sweep Account. Customer hereby authorizes Citizens to transfer funds into the Sweep Account as an advance from the Line of Credit, if applicable, in such amount as may be required in order to increase the Sweep Balance to the Target Balance, provided that the amount of funds so advanced shall not exceed the amount of funds then available to Customer under the Line of Credit.

e) If the Sweep Balance is less than zero, Customer hereby authorizes Citizens to transfer funds into the Sweep Account as an advance from the Line of Credit in such amount as may be required in order to increase the Sweep Balance to zero, provided that the amount of funds so advanced shall not exceed the amount of funds then available to Customer under such Line of Credit. In the event that the amount of funds so transferred is not sufficient to increase the Sweep Balance to zero, the resulting overdraft in the Sweep Account will be subject to the terms and conditions set forth in the Account Agreement or any other applicable agreement between Customer and Citizens.

Investment Options. With prior notice to Customer, Citizens shall have the right to change the Investment options from time to time and may substitute a new Investment it believes to be comparable for an existing Investment option and transfer Customer's monies accordingly, provided that Customer does not designate an alternative Investment option. Customer acknowledges that its selection of the Investment indicated on the Cash Sweep Service Request is its own independent decision and that Citizens has not provided investment advice to Customer or made the Investment selection. Customer agrees to execute from time to time such other agreements or documents as Citizens determines are necessary or desirable in connection with the Investments selected by Customer.

Customer Authorization. Pursuant to the Cash Sweep Services Service Request, Customer directs and authorizes Citizens, as agent for Customer, to transfer Excess Funds to the following Investment choices described below:

If Customer has selected an Investment option, Customer certifies that it has been informed and understands that (a) mutual fund shares are not bank deposits or obligations of Citizens and are not backed, endorsed, or guaranteed by the FDIC or any other government agency, (b) purchases of mutual fund shares involve an investment risk, including the possible loss of principal. Customer acknowledges receipt of the prospectus for the mutual funds selected by it. In the event of Citizens failure, the FDIC would provide the Customer either a check, or other form of payment, equal to the Customer's holdings of mutual fund shares, net of any overdrafts or amounts due in the Customer's Account.

Customer authorizes Citizens from time to time to (a) debit the Sweep Account in payment of (i) fees for the Cash Sweep Services, (ii) amounts invested in the Investments pursuant to the foregoing, and (iii) costs incurred in connection with the Cash Sweep Services and (b) credit the Sweep Account with the proceeds of Investments.

Security Interest. Customer grants to Citizens a security interest in the Investments and the proceeds of the Investments, for the purpose of securing repayment of any and all amounts owed by Customer to Citizens including, without limitation, overdrafts in the Sweep Account.

Security Holding Disclosure. With respect to Securities and Exchange Commission Rule 14b-2 under The Shareholder Communications Act regarding disclosure of beneficial owners to issuers of securities, Citizens is instructed not to disclose the name, address or security positions of Customer in response to shareholder communications requests regarding Customer's account. Notwithstanding any other term of these Terms and Conditions, Customer may elect to instruct Citizens to, or not to, disclose the name, address or security positions of Customer in response to shareholder communications requests regarding its account, provided that Customer gives Citizens at least five (5) days' advance written notice of each such election.

CONTROLLED DISBURSEMENT SERVICES

The General Terms and Conditions are incorporated herein by reference.

Description of Service. The Controlled Disbursement Service provides Customer with notice, prior to the end of each Banking Day, of Items which are expected to be presented for payment against Customer's Controlled Disbursement Account(s) after the end of such Banking Day in order to allow Customer to ensure that sufficient available funds are in the Controlled Disbursement Account(s). The Controlled Disbursement Service will be provided to Customer in accordance with the agreed upon method of Customer notification.

Controlled Disbursement Account. Customer agrees to maintain a Controlled Disbursement Account at Citizens, which Account will be subject to and governed by the Account Agreement. Customer agrees to comply with all requirements established by Citizens from time to time with respect to the handling of Controlled Disbursement Accounts including, but not limited to, all specifications for printing checks to be paid from Controlled Disbursement Accounts. Upon termination of the Controlled Disbursement Service for any reason, Customer authorizes Citizens to close the Controlled Disbursement Account, subject to any written agreement between Customer and Citizens with respect to the handling of Items presented for payment after the Controlled Disbursement Account is closed.

Controlled Disbursements. Once each Banking Day, after it receives clearing information from the Federal Reserve Bank, Citizens will notify Customer of all Items which are expected to be presented for payment against the Controlled Disbursement Account since the previous Banking Day's Controlled Disbursement Account notification.

Duty to Fund. Customer acknowledges and agrees that it has an obligation to ensure that, prior to the end of each Banking Day, there are sufficient available funds in each Controlled Disbursement Account to fully fund every Item appearing in that Banking Day's Controlled Disbursement Account notification. Customer has the option of directly funding its Controlled Disbursement Account(s) in the full amount of all Items expected to be presented for payment or, if requested by Customer, Citizens will transfer into the Controlled Disbursement Account from the Funding Account (set forth on the Service Request) linked to the Controlled Disbursement Account such amounts as may be required in order to pay all Items appearing in that Banking Day's Controlled Disbursement Account notification to Customer. Customer authorizes Citizens to execute such funds transfers from the Funding Account as may be required in order to pay all such Items, including all Items presented for payment from the Controlled Disbursement Account after termination of the Controlled Disbursement Service Request.

Sufficient Balances. Customer agrees to maintain sufficient collected balances to pay all amounts required to be transferred by Citizens to the Controlled Disbursement Account to pay all Items presented for payment on the Controlled Disbursement Account and all other debits thereto, including Items presented for payment after termination of the Controlled Disbursement Service. In the event that there are not sufficient collected funds available to pay all Items so presented, Items will be paid in the order determined by Citizens, and Citizens may in its sole discretion pay or return unpaid any Items that exceed available funds.

ZERO BALANCE ACCOUNT SERVICE

The General Terms and Conditions are incorporated herein by reference.

Description of Services. At the end of each Banking Day, after all Items and other debits have been paid, the Zero Balance Account Service automatically transfers funds into or out of a Parent Account into or out of its designated Child Account(s) so that the balance in each of the Parent Account's Child Account(s) equals such Child Account's designated Target Balance (which may be zero). The Zero Balance Account Service can reduce un-invested Zero Balance Account balances and maximize the funds available each day for investment or other purposes.

Definitions. As used in this "Zero Balance Account Service" Section, the following terms shall have the meaning set forth below:

Funding Account means an Account designated by Customer in a Service Request to fund all Items presented to Citizens for payment from the Zero Balance Parent Account (in the case of a Three-Tier Account) or the Zero Balance Child Account (in the case of a Two-Tier Account).

Target Balance means the desired balance in the Zero Balance Account at the end of each Banking Day, as specified in the applicable Service Request.

- a) **Three-Tier Account** means a Funding Account with a Parent Account and a Child Account.
- b) **Two-Tier Account** means a Funding Account with a Child Account.
- c) **Zero Balance Parent Account** or **Parent Account** means a Zero Balance Account designated by Customer as a Zero Balance Parent Account, and therefore a source of funding for all Items presented to Citizens for payment both with respect to itself and for all of its designated Child Account(s). In a Multi-Tier ZBA structure, a Parent Account may also be a Child Account of another Zero Balance Parent Account.
- d) **Zero Balance Child Account** or **Child Account** means a Zero Balance Account designated by Customer as a Zero Balance Child Account, into which or out of which funds can be transferred from or to its designated Parent Account.

- e) **Zero Balance Account** means an Account designated by Customer as part of a Zero Balance Account structure, including a Parent Account, a Child Account or both.

Processing of Items and Movement of Funds within a Zero Balance Account Structure. Items presented against each Zero Balance Account will be processed by Citizens regardless of the balance in such Zero Balance Account. If the available balance in a Child Account at the end of a Banking Day is greater than the Target Balance for such Child Account, the amount by which the balance exceeds the Target Balance will be transferred to its Parent Account. If the available balance in a Child Account at the end of a Banking Day is less than the Target Balance, the amount which the Target Balance exceeds such balance will be transferred into the Child Account from its Parent Account.

Citizens reserves the right in its sole discretion to make transfers from the applicable Funding Account set forth on the Service Request into the applicable Zero Balance Account to pay Items presented for payment, even if such transfers will result in the creating of an overdraft in the Funding Account; but Citizens shall not be obligated to make such transfers if Customer fails to maintain sufficient collected balances in the Funding Account to avoid the creation of an overdraft. The transfer of funds by Citizens to the extent of creating an overdraft in the Funding Account on one occasion to pay Items presented for payment shall not obligate Citizens to transfer funds to the extent of creating an overdraft in the Funding Account to pay Items presented for payment on any other occasion. Any transaction that would create an overdraft shall be subject to the terms set forth herein and in the Account Agreement regarding overdrafts, including insufficient available funds fees and Citizens right of setoff.

Sufficient Balances. Customer agrees to maintain sufficient available balances within each Zero Balance Account to allow Citizens at the end of each Banking Day to: (i) pay all Items or other debits presented or made during such Banking Day against all Zero Balance Accounts in said structure and (ii) transfer funds from each Parent Account to its Child Account(s) in such amounts as may be necessary to ensure all Child Accounts maintain their designated Target Balance. In the event that there are not sufficient aggregate available funds within a Zero Balance Account structure to cover all Items presented for payment, Items will be paid in the order determined by Citizens, and Citizens may in its sole discretion pay or return unpaid any Items that exceed aggregated available funds within the Zero Balance Account structure.

Authorization. Customer authorizes Citizens to execute all such funds transfers within a Zero Balance Account structure as may be necessary to pay all Items or other debits presented or made each Banking Day and to maintain the Target Balance of each Zero Balance Account in accordance with Citizens' customary operating procedures for the movement of funds within a Zero Balance Account structure.

SweepNet® Service. The SweepNet® Service (an additional service offering available for companies who utilize the Zero Balance Account Services) allows Customer to monitor the cash position of various Accounts that Customer, a direct subsidiary of Customer ("**First Tier Subsidiary**"), or a subsidiary of a First Tier Subsidiary ("**Second Tier Subsidiary**"), have established with Citizens (collectively, the "**Family of Accounts**"). The SweepNet® Service also permits Customer, at the end of each Banking Day, through a website on the internet, to obtain the closing balance of each Account in the Family of Accounts and perform other functions available in connection with the Service from time to time. Customer shall also have the option of importing such information into its own computer systems and applications to facilitate internal management reporting.

RECEIVABLES AUTOMATION SERVICE

The General Terms and Conditions are incorporated herein by reference.

Description of Services. Receivables Automation provides the Customer with an end-to-end solution to automate and accelerate the matching of invoices issued by the Customer's internal ERP system(s) with the incoming posted payments and remittance detail, and transmission of the matched accounts receivable (A/R) file for update to the internal ERP system(s). The service includes a central repository receivables hub, client portal and exception management. All payments information, images and data are consolidated in the receivables hub to perform the automated matching process. The matching performance continues to improve through the use of Artificial Intelligence (AI), including machine learning with an automated matching function, increasing the percentage of automated straight through processing of Items, and reducing the percentage of exception items requiring manual intervention. The service uses transaction information only, and does not disrupt, influence, or change payments processing.

Customer On-boarding. Citizens will provide the Customer with requirements, specifications, authorization forms, and a questionnaire that the Customer will complete and return to Citizens. The Customer will complete the questionnaire providing the required information for the set up and implementation of the service. Information includes but is not limited to the Citizens analyzed account(s), payment channels, file format and schedule, transmission protocol, testing requirements, users, and contacts.

Customer Invoice Files. The Customer will provide the file transmission specifications for their ERP system(s), in order to transmit their invoice file to the service and receive the final file transmission back to their ERP system(s). The Customer and Citizens will test the file transmissions between the Customer's ERP system(s) and the receivables hub. Customer is responsible for accuracy of file data and compliance with agreed/tested formats.

The Invoice files will be transmitted from the Customer's ERP system(s) to the receivables hub on an agreed upon schedule. A once daily file transmission is recommended but may be adjusted as required.

Citizens Payment Channels Files. Receivables Automation uses the transaction information from any or all of the following Citizens payment channels: ACH, Wholesale Lockbox, Retail Lockbox, Wire, Citizens Bill Pay, Remote Deposit Capture, Credit Card, and Real-Time Payments. Citizens transmits the posted incoming payment data to the receivables hub for each payment channel as requested and authorized by the Customer. The Citizens payment channel services must be in production with the Customer prior to implementation of Receivables Automation. These services are separate and apart from Receivables Automation but provide the required posted payment information to the receivables hub.

Customer Authorization. Customer's participation in, and completion of, the implementation process, including, but not limited to, participation in meetings, providing decoupled ACH information or any other remittance information (emails/email attachments, addendum information), and the delivery of the client's open A/R file to Citizens constitutes acceptance of the service and authorization for Citizens to deliver transactional information from the selected payment channels to the Receivables Hub.

Customer acknowledges and accepts that the service is provided by a third-party under contract with Citizens. Customer agrees to indemnify and hold Citizens harmless from any third-party claims arising out of the use of this service including the disclosure of Protected Health Information. Citizens grants to Customer the right to use the service at Citizens' discretion. Customer does not have any rights to the software and cannot use the service to reverse engineer an alternative solution.

Customer agrees to authorize changes to be made to the file, file formats, security protocols, and timing to facilitate the completion and delivery of the file.

Customer Remittances/Advices. Customer authorizes Citizens to access remittance information from URLs, emails, or any other remittance source. The Customer will forward emails that contain remittance advice details to the receivables hub. Details may be included within the body of the email as well as attachments in various formats, including but not limited to PDF and CSV (Comma Separated Values). Emails and any corresponding attachments and imported documents will be routed into the system. Remittance Items are matched to payments, and any unassociated Remittance Items remain in the system until the earlier of one (1) year or until they are matched.

Citizens is not liable for any information received from any remittance source which is not related to the service. Customer can delete unrelated information through the client portal.

Client Portal Access. The client portal provides the Customer with access to the receivables hub through a user interface. It enables the Customer to view data and images, manage exceptions, administer user access, review notifications, initiate transmissions, and generate reports. All portal access is via a secure internet connection using a standard supported web browser. User authorization and authentication complies with Citizens standards.

Exceptions. Any items that cannot be automatically matched will be identified as exceptions and reported to the Customer through the client portal. The Customer will review and adjudicate the exception items in the client portal for inclusion in the file transmitted to the Customer.

Exceptions may occur due to Customer's provision of flawed data, missing data, corrupt data, poor business rules, or use of a format that is not approved by Citizens. Citizens is not liable for any inability to match or create a posting record or A/R File.

Matched accounts receivable (A/R) file. Upon completion of the automated matching process and exception adjudication, the service will generate a consolidated A/R file of all items from all payment channels for transmission to the Customer's ERP system(s) in an agreed upon format and schedule, which may be adjusted as required.

Citizens is not responsible for system disruptions and/or data file transmission delays. In the event of a system outage the Customer will wait for the recovery to be completed or may use an alternative internal process of their own. Customer agrees to notify Citizens of their intention to use an alternative process in order to avoid duplicate posting of information.

Data Retention/History. Data and images are retained for a period as defined by the Customer during the implementation process and are accessible to the Customer through the client portal.

Returns/Reversals. Returned items will be marked as exceptions and can be adjudicated by the Customer in the client portal. If applicable, the Customer authorizes Citizens to reverse a credit from Customer's account.

Customer Support. Ongoing Customer support is provided through the Citizens commercial banking client support and commercial implementation teams and their escalation points. The Customer agrees to work with Citizens to make any required adjustments to file formats, transmissions, scheduling or any other parts of the system or process in order to participate in problem resolution.

LOCKBOX SERVICES

The General Terms and Conditions are incorporated herein by reference.

Description of Services. The Lockbox Services offered by Citizens includes processing machine-readable and other remittances to Customer, posting remittances to Customer's Account(s) and transmitting remittance data, including third-party biller file data, to Customer electronically or otherwise. In addition, Customer may choose to obtain images of Items, invoices and envelopes deposited in the Lockbox via receipt of a image file transmission, accessing Citizens' online archive or such other medium or method as is offered or made available to Customer by Citizens from time to time. Lockbox Services will be provided to Customer for each Account designated in the Service Request. Each Account so designated shall be referred to herein as a "Lockbox Account". Customer hereby appoints Citizens as its agent for the purpose of providing the Lockbox Services set forth herein. These Lockbox Services Terms and Conditions shall apply to all Lockbox Accounts and to all Lockboxes (as defined below) established by Citizens hereunder.

Establishing the Lockbox. For each Lockbox Account, Customer will complete and submit to Citizens a Lockbox questionnaire in a form acceptable to Citizens and based on the information collected and provided, Citizens will arrange for such number of post office boxes in Customer's name as Citizens and Customer agree are required in order to handle the anticipated volume of Payments (as defined below) and Documentation (as defined below). Each such post office box is referred to herein as a "Lockbox". Customer agrees that Citizens shall have exclusive and unrestricted access to the Lockbox and to all regular, registered, certified, insured, or other mail addressed to Customer and delivered to the Lockbox. Customer agrees to complete all forms and other documents required by the United States Postal Service (the "Postal Service") in order to notify the Postal Service of this arrangement. Customer authorizes Citizens to complete and submit any such forms on Customer's behalf.

Customer Notifications. Customer shall notify its customers and other obligors (collectively, "obligors") to mail payments of amounts owed to Customer to the Lockbox ("Payments"), together with any invoices, vouchers, or coupons pertaining thereto ("Documentation"). Customer shall instruct all obligors (i) to send Payments to the Lockbox by means of a check, draft, or money order, and (ii) not to send cash or business correspondence to the Lockbox. Customer shall not direct its obligors to use the Lockbox for any purpose other than sending Payments and Documentation. Citizens may suspend or terminate the Lockbox Services and the Lockbox in the event of Customer's failure to comply with the foregoing requirements.

Receiving Payments and Documentation. On each Banking Day, Citizens will collect all Payments, Documentation and other Items delivered to the Lockbox (collectively, the "Mail") in accordance with the collection schedule then in effect. Citizens may refuse to accept any Mail which it deems inappropriate, including packages, boxes, and C.O.D. mail. Citizens will open all Mail so collected from the Lockbox and review it prior to processing. All Mail other than Payments and Documentation, and any Items that Citizens does not accept for deposit or collection in accordance herewith will be returned without further processing to Customer at the address Customer provided in the applicable Lockbox questionnaire, or such other address as Customer may designate from time to time by providing written notice in form acceptable to Citizens.

Processing Payments and Documentation. Citizens will accept for deposit to the Lockbox Account all Payments contained in Mail collected from the Lockbox, provided that Citizens may refuse, in its sole discretion, to accept for deposit or collection any Item that it reasonably believes should not be deposited to the Lockbox Account. Citizens will either mechanically, electronically or by such other method as Citizens deems appropriate endorse each Item on behalf of Customer and with respect to all undated Items, Citizens will insert the deposit date. All Items so endorsed will be provisionally credited to the Lockbox Account, subject to collection, and all funds collected with respect to such Items will be credited to the Lockbox Account. In the event any Payment that is a check is returned to Citizens by a drawee bank for a mechanical or electronic endorsement of Customer, Citizens is authorized by Customer to endorse such check in accordance with its then customary procedures. Unless Citizens is directed by Customer to accept an Item drawn on a Canadian bank for collection only, such Items will be accepted for deposit to the Lockbox Account, subject to appropriate adjustments for currency valuations in amounts that Citizens determines to be appropriate.

Citizens reserves the right not to accept for deposit any Item that is unsigned or is dated six (6) months or more before or three (3) or more days after the date the Item is received by Citizens.

Citizens will use reasonable efforts not to accept for deposit or collection any Item that is made payable to a payee that is not the same as or, in Citizens' determination, similar to the name of a payee listed in the Lockbox Services Service Request or Citizens believes is not properly payable to a payee listed in the Service Request.

Unless instructed otherwise by Customer, Citizens will use reasonable efforts not to accept for deposit or collection any Item that contains language on its face that the Item represents payment in full or final payment or similar language or bears a numerical amount that differs from the written amount.

Citizens will use reasonable efforts not to accept for deposit or collection any Item that (a) is unsigned; (b) contains language on its face that the item represents payment in full or final payment or similar language; (c) is dated six (6) months or more before or three (3) or more days after the date the item is received by Citizens; (d) is made payable to a payee that is not the same as or, in Citizens' determination, similar to the name of a payee listed in the Service Request; (e) Citizens believes is not properly payable to a payee listed in the Service Request; or (f) bears a numerical amount that differs from the written amount. Citizens may accept for deposit or collection, as the case may be, an item that does not contain the name of any payee.

Processing Credit Card Remittances. Customer can also direct its obligors who wish to make Payments using a credit card to direct such credit card Payments to the same Lockbox address as that for other Payments. Credit card Payments are opened using the same automated Mail extraction equipment that is utilized for other Payment transactions. Credit card Payments are out-sorted and reviewed to ensure all pertinent information is enclosed, for example, card number, expiration date, and signature. The credit card type is checked against acceptable credit card types. All credit card Payments which do not meet the then current processing standards will not be processed and will be delivered to Customer. All credit card Payments will be batched separately from Payments made by check or other Item.

Credit card Payments are validated using credit card approval software which captures the credit card number, expiration date and amount, and creates an authorization file which is transmitted to the applicable credit card processor. The card network processor will approve or decline each transaction and transmit this information back to the credit card approval software. Reports of all approved and declined credit card Payments will be made available to Customer through the Lockbox portal. For approved credit card Payments, the card network processor will credit Customer's Account.

In order to have Payments processed by credit card, Customer is required to establish an account with, and pay any required fees to, the recommended credit card gateway provider to facilitate credit card payment processing.

Processing Items via the Exchange of Electronic Images. Customer agrees: (i) Customer and their obligors cannot require that they receive original paper Items, (ii) banks are not required to clear Items in the location where the Item was received for deposit.

Foreign Items. For Customers who subscribe to Lockbox Services, any Item drawn on a bank located outside the United States, Puerto Rico or Canada and any Item payable in foreign funds (collectively "Foreign Items") will be accepted for collection only, and the amounts of such Foreign Items will not be credited to the Lockbox Account until Citizens receives final payment. Absent Citizens' gross negligence, Citizens will have no liability and Customer will assume all losses arising from Foreign Items lost in transit or which otherwise go missing in the collection process. For Customers who subscribe to Retail Lockbox Services, all Foreign Items will be returned, as they will not be processed.

Returned Items. If an Item accepted for deposit to the Lockbox Account is returned unpaid by the drawee bank, Citizens will return such Item to Customer and debit the Lockbox Account in the amount of the provisional credit made with respect to the Item. However, for Items returned because of insufficient or uncollected funds, Citizens will redeposit such Items into the Lockbox Account a second time. If a redeposited Item is returned a second time, the Item will be returned to Customer and the Lockbox Account debited in the amount of the provisional credit. Items returned unpaid a second time will not be redeposited.

Reporting. At such intervals and in such media and format as Customer indicates in the Lockbox questionnaire, Citizens will provide Customer with such information pertaining to the Payments collected by Citizens from the Lockbox as Customer indicates in the Lockbox questionnaire, together with such additional information as Citizens deems appropriate.

Online Archive. At Customer's request, Citizens may provide Customer with access to Payments and Documentation via the internet through Citizens' online archive. If such access is requested; the Customer shall appoint a System Administrator to create and manage additional Authorized Initiators for the online archive. Customer shall be solely responsible for the actions of the System Administrator and for Instructions submitted by any Authorized Initiator established by the System Administrator.

Security Procedures for the online archive may include the use of Security Devices. It is the Customer's responsibility to protect the confidentiality of the Security Devices Citizens assigns to Customer. If Customer determines that the Security Procedures have been violated, Customer must immediately notify Citizens.

The online archive will contain Payment information and, at Customer's request Documentation (i.e., correspondence) may also be imaged. In some cases, due to excessive document size or the volume of Documentation received with Payments, Citizens may determine, in its sole discretion, that Citizens cannot image certain documents. If this occurs, the original Documentation will be returned to Customer with that day's work. Citizens will not retain a copy of the Documentation and cannot reproduce Documentation that has not been imaged.

The standard duration of the availability of images in the online archive is three hundred sixty-five (365) days. Citizens offers its customers extended availability options. After the expiration of the standard availability period (or the extended availability period if applicable), Citizens may not be able to reproduce images and will not be liable for failure to do so. Citizens shall make reasonable efforts to keep the online archive operational and accessible at all times.

Decision Module within Online Archive. If Citizens is unable to process a Payment and Customer has subscribed to Decision Module functionality within Lockbox Services, Citizens will present an image of that Payment to Customer for review via the online archive. Customer's online archive Authorized Initiator(s) will communicate a "process" or "no-process" Instruction via the online archive prior to Citizens' processing deadline in order to be included in that Banking Day's work. If Customer does not communicate an Instruction to Citizens within five (5) Banking Days of notification, the Payment will be returned to Customer unprocessed.

Customer assumes all liability for Payments processed in accordance with the Instructions submitted via the online archive.

Data Consolidation. At Customer's request, Citizens will accept a third-party biller file from the bill payment consolidator(s) identified by Customer in writing. The remittance data contained on the third-party biller file(s) will be consolidated with other remittance data

collected through the Lockbox, or by other means and reported to Customer as part of the remittance reporting package selected by Customer. Customer acknowledges that Payment settlement occurs between Customer and their bill payment consolidator(s) and Customer agrees that Citizens shall have no liability for the accuracy or completeness of any data contained in a third-party biller file.

Termination. Upon termination of the Lockbox Services, Citizens will notify the Postal Service of its termination of the Lockbox and Customer will notify its obligors not to send any Payments, remittances, or other mail to the Lockbox after the termination date. For a period of ninety (90) days following the termination date, Citizens will, at Customer's expense, forward to Customer unopened all Mail addressed to the Lockbox. Customer agrees to reimburse Citizens for all expenses that Citizens incurs in connection with the delivery of such Mail to Customer after the termination date. Customer's online archive access will terminate concurrently with termination of Lockbox Services.

REMOTE LOCKBOX SERVICES

The General Terms and Conditions are incorporated herein by reference.

Description of Services. The Remote Lockbox Services offered by Citizens allows both wholesale and retail lockbox customers to receive Lockbox Services (please refer to the Lockbox Services Terms and Conditions for a full description of Lockbox Services and note that these Remote Lockbox Services should be read in conjunction with the Lockbox Services Terms and Conditions) with the added convenience of being able to create digital images of Items it wishes to deposit with Citizens via access to a dedicated wholesale or retail internet based platform (both the wholesale and retail systems referred to as the "**Remote Lockbox System**"). The Remote Lockbox System also allows customers to capture invoices, explanation of benefits, check stubs, envelopes, and other related pieces of paper that arrive with an Item to allow for information capture, transmission, and storage. For purposes of these Remote Lockbox Services Terms and Conditions, Items shall not include checks, drafts or other negotiable instruments drawn on a foreign financial institution or denominated in a foreign currency. Customer can prepare a deposit file of Items ("**Deposit File**") and transmit the Deposit File electronically for submission into the Remote Lockbox System for processing. When a Deposit File is submitted to the Remote Lockbox System by Customer, each Item in the Deposit File will be classified as an Image Replacement Document ("**IRD**"). Once an Item is classified as an IRD, it will be processed by either putting it into collection for forwarding to the financial institution on which the Item was drawn or, if an Item is drawn on Citizens, debiting the maker's Citizens' account.

Remote Lockbox System Access and Use. Customer must formally designate a Remote Lockbox System Administrator who has primary responsibility for managing access to the Remote Lockbox System and the designating the level of authority of Customer's personnel once they have been granted access to the Remote Lockbox System. Customer's initial designation of its Remote Lockbox System administrator is made at the time Customer completes and submits either its wholesale or retail Lockbox Questionnaire to Citizens. Once Customer's System Administrator has been appointed by Customer and initially granted access to the Remote Lockbox System as part of the set up process, all subsequent user access to the Remote Lockbox System website is under the sole control and supervision of Customer's Remote Lockbox System Administrator therefore, Customer acknowledges and agrees that any use of the Remote Lockbox System website constitutes Customer's acceptance of the terms and conditions governing the Remote Lockbox System website. Customer agrees that it will access Remote Lockbox Services in accordance with these Terms and Conditions, the applicable User Guide(s), and the terms governing the Remote Lockbox System website. The Remote Lockbox System website may be accessed by computer through the internet using the URL address provided by Citizens at the time of Service setup.

Security Procedures; Authorization. The identity and authorization of each individual who gains access to the Remote Lockbox System shall be validated by Security Procedures. The Security Procedures consist of a unique username, password, and challenge question for the Remote Lockbox System website portal. Customer acknowledges that it is solely responsible (through its Remote Lockbox System Administrator) for ensuring proper access and use of the Remote Lockbox System web site and the Remote Lockbox Services functionality by restricting access and use of the Remote Lockbox System website to authorized users only. Customer further agrees that Citizens shall have no liability for the misuse of the unique username, password, and challenge question used to access the Remote Lockbox System website for Remote Lockbox Services.

Creation and Transmission of Deposit Files. Customer shall only create digital images of Items using a scanner and software approved by Citizens. In addition to containing a digital image of each Item, each Deposit File must contain an aggregate deposit amount reflecting the aggregate of all Items contained in the applicable Deposit File. When a Deposit File is complete and ready for submission to the Remote Lockbox System, Customer agrees that it will access the Remote Lockbox System fully in accordance with these Terms and Conditions, all applicable User Guide(s), and any other operating instructions or procedure manuals issued by Citizens from time to time.

The Remote Lockbox System may be accessed by personal computer through the internet using Remote Lockbox System access software approved by Citizens and by use of a Security Device assigned by Customer's Remote Lockbox System Administrator.

Processing of Items and Deposit Files. Upon receipt of a Deposit File, the Remote Lockbox System will subject each Item to an initial screening to determine if each Item is eligible for submission (by way of example, the Remote Lockbox System will not accept Items denominated in a foreign currency) and meets minimum image quality standards. After this initial screening process, each Item will be converted to an IRD. Customer acknowledges and agrees that a failure on its part to submit Deposit Files to the Remote Lockbox System in compliance with all applicable guidelines may result in processing delays or the rejection of certain Items and/or entire Deposit Files. After each Item is converted to an IRD, all IRDs will be subject to further screening to ensure image quality and compliance with all

technical specifications and other requirements for substitute checks under the provisions of the Check Clearing for the 21st Century Act (“**Check 21**”). After this second screening, Citizens will put IRDs into the collection process.

Authentication and Reconciliation of Deposits. After a Deposit File has been submitted to the Remote Lockbox System, the Remote Lockbox System will make available to Customer various reports relating to that Deposit File which will assist Customer in confirming and reconciling deposits made to their Account(s) via the Remote Lockbox System. Customer acknowledges that it has a duty to review all such reports (as well as any other account reconciliation reports it may receive from Citizens pursuant to other reporting services Customer subscribes to) and promptly report to Citizens any errors or omissions it identifies. Customer agrees that all such reports are for informational purposes only and are not final confirmation of the posting of an Item to Customer’s Account(s). Items deposited and accepted by the Remote Lockbox System are subject to all the normal rules and regulations regarding deposits generally (as set out in the Account Agreement) and may be reversed at a later date if an Item is returned.

Prohibition on Duplication of Deposits. Unless Citizens has notified Customer that an Item has been rejected or returned, Customer is prohibited from subsequently presenting for deposit to Citizens, or any other financial institution, any Item included in a Deposit File either in its paper-based form or in digital form within another Deposit File. Customer expressly agrees to indemnify Citizens for any and all losses or other damages Citizens may suffer as a result of Customer depositing Item(s) more than once or other failure of Customer to abide by the terms of this paragraph. Customer expressly authorizes and instructs Citizens to debit their Account(s) (or any other account in their name held by Citizens or any Affiliate) in the amount of any Item which is deposited more than once.

Retention, Storage and Destruction of Deposited Items. Paper based Items which have been converted to digital form and included in a Deposit File should be stored for a minimum of 15 days, but not more than 20 days (“**Storage Period**”). Further, unless Citizens has notified Customer that an Item or Deposit File has been rejected or returned, Customer shall destroy all paper-based Items which have been digitized and included in a Deposit File at the end of the Storage Period. During the Storage Period, Customer is required to implement appropriate document management procedures to ensure the safety and integrity of all Items and the confidentiality of all sensitive personal and financial information associated with such Items. Such document management procedures shall include, at a minimum, storing all Items in an access controlled secure fireproof location. When destroying Items, Customer agrees that it shall employ a method of destruction that will result in the paper-based Item being unprocessable and all sensitive personal and financial information undecipherable.

Right to Audit. Customer agrees to ensure that all appropriate management policies, controls, and procedures are in place to ensure the security and protection of all sensitive personal and financial information associated with Items included in a Deposit File and acknowledges that Citizens reserves the right to subject such policies, controls, and procedures to periodic audit. Further, Customer agrees that it will conduct an audit (not less than annually) to ensure that the sensitive personal and financial information it obtains is protected by document management procedures that are in full conformity with the terms of these Terms and Conditions and any applicable guidelines. Customer agrees to provide Citizens, within five (5) days of its request, a copy of: (a) the audit report derived from the audit undertaken by the Customer in order to comply with its obligations under these Terms and Conditions and (b) Customer’s SOC 1 report, or such other comparable report detailing the policies, controls and procedures Customer has put in place.

Purchase of Hardware. Customer has the option of sourcing a Remote Lockbox System compatible scanner(s) on its own or electing to purchase a scanner(s) through a Citizens’ referred vendor. In either case, Customer’s scanner is not purchased from or owned by Citizens and therefore Citizens offers no representations or warranties as to the suitability, performance or reliability of the scanner Customer elects to purchase.

Compliance with all Laws, Rules, and Regulations. Customer agrees to comply with applicable laws, rules and regulations relating to the submission of Items in digital format to Citizens, including without limitation, Check 21.

Deposit Schedule. Customer will submit Deposit Files in accordance with their normal and customary processing schedule. In order for Items to be posted to an Account on the same Banking Day, Customer will need to submit Deposit Files not later than 4 hours prior to the daily final processing deadline as established by Citizens and set out in Customer’s Lockbox processing instructions. If a Deposit File is submitted later than 4 hours prior to Customer’s final daily processing deadline on any given Banking Day, Citizens will attempt to process the Deposit File on the same Banking Day. If a Deposit File submitted less than 4 hours before Customer’s final daily processing deadline is not processed on that Banking Day, it will be processed on the next Banking Day.

E-Z DEPOSIT® SERVICE

The General Terms and Conditions are incorporated herein by reference.

Description of Services. The E-Z Deposit Service allows Customer to create digital images of paper-based Items for deposit in their Citizens account. Items drawn on a foreign financial institution or denominated in a foreign currency are not eligible for deposit using the E-Z Deposit Service.

Creation and Transmission of Deposit Files. Customer shall only create digital images of Items using a scanner or mobile device that is compatible with the E-Z Deposit scanning software made available by Citizens to Customer. By scanning an Item or Items and completing the deposit process, the Customer initiates the creation of a file or files (a “**Deposit File**”) for submission to Citizens by way of the System. In addition to containing a digital image of each Item, each Deposit File must contain an aggregate deposit amount

reflecting the aggregate of all Items contained in the applicable Deposit File.

The System may be accessed by personal computer through the internet or by a mobile device using the System software provided by Citizens and by use of a Security Device assigned by Citizens to Customer and login credentials provided by Customer's Primary Administrator.

Processing of Items and Deposit Files. Upon receipt of a Deposit File, the System will subject each Item to an initial screening to determine if each Item is eligible for submission (for example, the System will not accept Items denominated in a foreign currency) and meets minimum image quality standards. After this initial screening process, each Item will be classified as either an Image Replacement Document ("IRD") or as eligible for ACH conversion including, but not limited to Account Receivable Entry ("ARC"), Point-of-Purchase ("POP"), Back Office Conversion ("BOC") or any other eligible check conversion Standard Entry Class Code as defined by Nacha. If Customer has not subscribed to Citizens' ACH Service, Items will be classified as IRDs only and will not be classified as eligible for ACH conversion. Customer acknowledges and agrees that: (i) a failure on its part to submit Deposit Files to the System in compliance with all applicable guidelines may result in processing delays or the rejection of certain Items and/or entire Deposit Files, (ii) Citizens shall be under no obligation to process Items as eligible for ACH conversion if Customer has not contracted with Citizens to receive ACH Services from Citizens, and (iii) Items that would otherwise be classified as eligible for ACH conversion may not be processed as efficiently (and in some instances at all) when classified as IRDs.

After the classification process is complete, IRDs and Items eligible for ACH conversion will be subject to further screening to ensure image quality and compliance with all technical specifications and other requirements for substitute checks under the provisions of the Check Clearing for the 21st Century Act ("Check 21"). After this second screening, Citizens will put IRDs into the collection process and submit Items eligible for ACH conversion to the appropriate clearing house. Citizens will use its best efforts to process all Items in the most expedient manner available.

Authentication and Reconciliation of Deposits. After a Deposit File has been submitted to the System, the System will make available to Customer various reports relating to that Deposit File which will assist Customer in confirming and reconciling deposits made to their Account(s) via the System. Customer acknowledges that it has a duty to review all such reports (as well as any other account reconciliation reports it may receive from Citizens pursuant to other reporting services Customer subscribes to) and promptly report to Citizens any errors or omissions it identifies. Customer agrees that all such reports are for informational purposes only and are not final confirmation of the posting of an Item to Customer's Account(s). Items deposited and accepted by the System are subject to all the normal rules and regulations regarding deposits generally (as set out in the Account Agreement) and may be reversed at a later date if an Item is returned.

Prohibition on Duplication of Deposits. Unless Citizens has notified Customer that an Item has been rejected or returned, Customer is prohibited from subsequently presenting for deposit to Citizens, or any other financial institution, any Item included in a Deposit File either in its paper-based form or in digital form within another Deposit File. Customer expressly agrees to indemnify Citizens for any and all losses or other damages Citizens may suffer as a result of Customer depositing Items more than once or other failure of Customer to abide by the terms of this paragraph. Customer expressly authorizes and instructs Citizens to debit their Account(s) (or any other account in their name held by Citizens or any Affiliate) in the amount of any Item which is deposited more than once.

Retention, Storage and Destruction of Deposited Items. Paper based Items which have been converted to digital form and included in a Deposit File should be stored for a minimum of 15 days, but not more than 20 days ("Storage Period"). Further, unless Citizens has notified Customer that an Item or Deposit File has been rejected or returned, Customer shall destroy all paper-based Items which have been digitized and included in a Deposit File at the end of the Storage Period. During the Storage Period, Customer is required to implement appropriate document management procedures to ensure the safety and integrity of all Items and the confidentiality of all sensitive personal and financial information associated with such Items. Such document management procedures shall include, at a minimum, storing all Items in an access controlled secure fireproof location. When destroying Items, Customer agrees that it shall employ a method of destruction that will result in the paper-based Item being unprocessable and all sensitive personal and financial information undecipherable.

Right to Audit. Customer agrees to ensure that all appropriate management policies, controls, and procedures are in place to ensure the security and protection of all sensitive personal and financial information associated with Items included in a Deposit File and acknowledges that Citizens reserves the right to subject such policies, controls, and procedures to periodic audit. Further, Customer agrees that it will conduct an audit (not less than annually) to ensure that the sensitive personal and financial information it obtains is protected by document management procedures that are in full conformity with the terms of these Terms and Conditions and any applicable guidelines. Customer agrees to provide Citizens, within five (5) Banking Days of its request, a copy of: (a) the audit report derived from the audit undertaken by the Customer in order to comply with its obligations under these Terms and Conditions and (b) Customer's SOC 1 report, or such other comparable report detailing the policies, controls and procedures Customer has put in place.

Purchase of Hardware. Customer has the option of sourcing one or more scanners that are compatible with the E-Z Deposit System software on its own or electing to purchase a scanner(s) through Citizens' referred vendor. In either case, Customer's scanner is not purchased from or owned by Citizens and therefore Citizens offers no representations or warranties as to the suitability, performance or reliability of the scanner Customer elects to purchase.

Compliance with all Laws, Rules, and Regulations. Customer agrees to comply with applicable laws, rules and regulations relating to

the submission of Items in digital format to Citizens, including without limitation, Check 21, and all applicable Rules.

Deposit Schedule. Customer will submit Deposit Files in accordance with their normal and customary deposit schedule; Customer will submit Deposit Files on each Banking Day not later than the daily deposit deadline established as set out in the E-Z Deposit User Guide for each class of Item. If Items of a class are contained in a Deposit File submitted later than the applicable deposit deadline for such Item class on any given Banking Day, Citizens will use best efforts to process such Items on the same Banking Day. However, Items of a class submitted after the daily deposit deadline for such class may be processed on the next Banking Day.

ACCESSDEPOSIT[®] SERVICE

The General Terms and Conditions are incorporated herein by reference.

Description of accessDEPOSIT Service. The accessDEPOSIT Service allows Customers to create digital images of paper-based Items for deposit in their Citizens' Account. Items drawn on a foreign financial institution or denominated in a foreign currency are not eligible for deposit using the accessDEPOSIT Service.

accessDEPOSIT System Access and Use. Customer must designate an accessDEPOSIT System Administrator who has primary responsibility for managing access to the accessDEPOSIT System and designating the level of authority of Customer's personnel once they have been granted access to the accessDEPOSIT System. Customer's initial designation of its accessDEPOSIT System administrator is made at the time Customer completes and submits its accessDEPOSIT Service Request. Once Customer's System Administrator has been granted access to the accessDEPOSIT System as part of the setup process, all subsequent user access to the accessDEPOSIT System is under the sole control and supervision of Customer's accessDEPOSIT System Administrator. Customer agrees that it is responsible for ensuring that access to the accessDEPOSIT System and use of the accessDEPOSIT Services is conducted in accordance with these Terms and Conditions, the applicable User Guide(s), and any other operating instructions or procedure manuals governing the accessDEPOSIT Services and System. The accessDEPOSIT System website may be accessed by computer through the internet using the URL address provided by Citizens at the time of Service setup or such other URL as Citizens may instruct Customer to use from time to time.

Security Devices; Authorization. The identity and authorization of each individual who gains access to the accessDEPOSIT System shall be validated by a Security Device, which may consist of a unique username, password, and challenge questions or other Security Devices implemented by Citizens from time to time. Customer acknowledges that it is solely responsible (through its accessDEPOSIT System Administrator) for ensuring proper access and use of the accessDEPOSIT System website and functionality by restricting access and use to authorized users only.

Creation and Transmission of Deposit Files. Customer shall only create digital images of Items using a scanner or mobile device that is compatible with the accessDEPOSIT scanning software made available by Citizens to Customer. By scanning an item or items and completing the deposit process, the Customer creates a file or files (a "Deposit File") for submission into the System and transmission to Citizens. In addition to containing a digital image of each Item, each Deposit File must contain an aggregate deposit amount reflecting the aggregate of all Items contained in the applicable Deposit File.

Processing of Deposit Files. When a Deposit File is submitted to the System by Customer, the System will subject each Item to an initial screening to determine if such Item is eligible for submission and meets minimum image quality standards. Acceptable Items will be classified as Image Replacement Documents ("IRDs"). IRDs will be subject to further screening to ensure image quality and compliance with all technical specifications and other requirements for substitute checks under the provisions of the Check Clearing for the 21st Century Act ("Check 21"). After this second screening, IRDs are processed by either forwarding to the financial institution on which the Item was drawn or, if an Item is drawn on Citizens, debiting the maker's Citizens account.

Customer acknowledges and agrees that a failure on its part to submit Deposit Files to the System in compliance with all applicable guidelines may result in processing delays or the rejection of certain Items and/or entire Deposit Files.

Authentication and Reconciliation of Deposits. After a Deposit File has been submitted to the System, the System will make available to Customer various reports relating to that Deposit File, which will assist Customer in confirming and reconciling deposits made to their Account(s) via the System. Customer acknowledges that it has a duty to review all such reports (as well as any other account reconciliation reports it may receive from Citizens pursuant to other reporting services Customer subscribes to) and promptly report to Citizens any errors or omissions it identifies. Customer agrees that all such reports are for informational purposes only and are not final confirmation of the posting of an Item to Customer's Account(s). Items deposited and accepted by the System are subject to all the normal rules and regulations regarding deposits generally (as set out in the Account Agreement), and provisional credits may be reversed at a later date if an Item is returned.

Prohibition on Duplication of Deposits. Unless Citizens has notified Customer that an Item has been rejected or returned, Customer is prohibited from subsequently presenting for deposit to Citizens, or any other financial institution, any Item included in a Deposit File either in its paper-based form or in digital form within another Deposit File. Customer expressly agrees to indemnify Citizens for any and all losses or other damages Citizens may suffer as a result of Customer depositing Items more than once or other failure of Customer to abide by the terms of this paragraph. Customer expressly authorizes and instructs Citizens to debit their Account(s) (or any other account in their name held by Citizens or any Affiliate) in the amount of any Item which is deposited more than once.

Retention, Storage and Destruction of Deposited Items. Paper-based Items that have been converted to digital form and included in a Deposit

File should be stored for a minimum of 15 days, but not more than 20 days (“**Storage Period**”). Further, unless Citizens has notified Customer that an Item or Deposit File has been rejected or returned, Customer shall destroy all paper-based Items that have been digitized and included in a Deposit File at the end of the Storage Period. During the Storage Period, Customer is required to implement appropriate document management procedures to ensure the safety and integrity of all Items and the confidentiality of all sensitive personal and financial information associated with such Items. Such document management procedures shall include, at a minimum, storing all Items in an access-controlled, fireproof location. When destroying Items, Customer agrees that it shall employ a method of destruction that will result in the paper-based Item being unprocessable and all sensitive personal and financial information undecipherable.

Right to Audit. Customer agrees to ensure that all appropriate management policies, controls, and procedures are in place to ensure the security and protection of all sensitive personal and financial information associated with Items included in a Deposit File and acknowledges that Citizens reserves the right to subject such policies, controls, and procedures to periodic audit. Customer agrees that it will conduct an audit (not less than annually) to ensure that the sensitive personal and financial information it obtains is protected by document management procedures that are in full conformity with the terms of these Terms and Conditions and any applicable guidelines. Customer agrees to provide Citizens, within five (5) days of its request, a copy of: (a) the audit report derived from the audit undertaken by the Customer in order to comply with its obligations under these Terms and Conditions and (b) Customer’s SOC 1 report, or such other comparable report detailing the policies, controls and procedures Customer has put in place.

Purchase of Hardware. Customer has the option of sourcing one or more scanners that are compatible with the accessDEPOSIT System software on its own or electing to purchase a scanner(s) through Citizens’ referred vendor. In either case, Customer’s scanner is not purchased from or owned by Citizens and therefore Citizens offers no representations or warranties as to the suitability, performance or reliability of the scanner Customer elects to purchase.

Compliance with all Laws, Rules, and Regulations. In addition to Customer’s compliance obligations under the General Terms and Conditions, in connection with the accessDEPOSIT Service, Customer agrees to comply with applicable laws, rules and regulations relating to the submission of Items in digital format, including without limitation, Check 21.

Deposit Schedule. Customer will submit Deposit Files in accordance with their normal and customary deposit schedule; Customer will submit Deposit Files on each Banking Day not later than the daily deposit deadline established as set out in the accessDEPOSIT User Guide. If Items contained in a Deposit File are submitted later than the applicable deposit deadline on any given Banking Day, Citizens will use best efforts to process such Items on the same Banking Day. However, Items submitted after the daily deposit deadline may be processed on the next Banking Day.

IMAGE CASH LETTER SERVICES

The General Terms and Conditions are incorporated herein by reference.

Description of Image Cash Letter Services. Image Cash Letter (“**ICL**”) services allow customers to create digital images of paper-based items for deposit in their Citizens account. Items drawn on a foreign financial institution or denominated in a foreign currency are not eligible for deposit. Customers prepare an ICL deposit file of one or more Items (an “**ICL Deposit File**”) and transmit, via a secure electronic transmission (or such other means as may be acceptable to Citizens), the ICL Deposit File electronically for submission to Citizens’ ICL System for processing.

ICL Services Hardware, Software, Formatting and Testing. As part of the implementation and set up prior to receipt of ICL Services, Customer must obtain at its own expense all hardware (such as a scanner) and software needed to create and transmit ICL Deposit Files to Citizens electronically. Customer may utilize the services and expertise of a third-party to obtain the relevant technology, but Customer is solely responsible for selecting and purchasing the scanning hardware and software it uses to create the digital images of paper-based Items. Citizens shall have no liability if the hardware or software purchased by Customer proves unsuitable for use with ICL Services. Therefore, it is recommended that Customer consult with Citizens prior to purchasing any technology to be used to create ICL Deposit Files to minimize compatibility concerns. During the set-up process, Citizens will provide Customer with the information needed to properly format and transmit ICL Deposit Files to Citizens as well as the ICL Deposit File format types it will accept. Citizens will also test ICL Deposit File transmission and receipt prior to full implementation of ICL Services. However, Customer is solely responsible for ensuring all ICL Deposit Files are submitted in the format and specifications required by Citizens, and Citizens is not responsible for any delays in the processing of Items if Customer submits an ICL Deposit File in a format which is unacceptable to Citizens.

Creation and Transmission of ICL Deposit Files. After Customer has created an ICL Deposit File consisting of digital images of Items and associated data consistent with the file format in which the ICL Deposit is to be submitted, Customer must transmit the ICL Deposit File to Citizens for submission to the Citizens’ ICL System prior to the ICL Deposit File submission deadline or such other time as Citizens may notify Customer, in order for Citizens to process the Items that Banking Day. ICL Deposit Files submitted after the daily deadline will be processed on the next Banking Day.

Submission & Validation of Control Totals. As a Security Procedure to protect Customer against fraud, each time Customer submits an ICL Deposit File, Customer must also submit a Control Total file to Citizens. In the Control Total file, Customer provides Citizens with specific data elements about the ICL Deposit File to which the Control Total file relates such as: (a) the total number of Items in the ICL

Deposit File, (b) the total dollar amount of the Items in the ICL Deposit File, (c) the batch number of the ICL Deposit File to which the Control Total file relates, and (d) Customer's sender ID. Upon receipt of an ICL Deposit File and a Control Total file, Citizens compares the data elements in the Control Total file against the Items contained in the related ICL Deposit File before the ICL Deposit File is processed. If all of the data elements in the Control Total file match their corresponding elements in the ICL Deposit File, Citizens will continue to process the Items.

If any of the data elements do not match the corresponding data in the ICL Deposit File, or Customer has not submitted a Control Total file, the entire ICL Deposit File is flagged as an exception and the ICL Deposit File is put on hold for further research by ICL Operations. ICL Operations will contact Customer using the contact information Customer provided when completing the ICL Questionnaire during on-boarding, to notify them that either Citizens has not received a Control Total file or that there are discrepancies between the data contained in the Control Total file and the data in the corresponding ICL Deposit File. Customer acknowledges and agrees it shall have sole responsibility for ensuring the security and integrity of the email address it provided to Citizens to contact it when there is a discrepancy. Upon receipt of notice of a discrepancy between Control Totals, Customer can elect to either: (i) cancel the ICL Deposit File, or (ii) submit a corrected ICL Deposit File. Customer's election must be communicated to Citizens by an Authorized Initiator. Customer may choose to notify Citizens of its election via email, facsimile, telephone, or other agreed upon means of communication. Upon providing Customer with notice of a discrepancy between Control Totals relating to an ICL Deposit File, Citizens shall have no obligation to process such ICL Deposit File unless and until Customer has informed Citizens of its election and shall not be liable to Customer for any losses suffered or incurred arising as a result of delays in the processing of such ICL Deposit File.

Image Cash Letter Input Disruptions. If, for any reason, Customer is unable to deliver ICL Deposit File to Citizens, Customer shall promptly provide notice thereof to Citizens, at the telephone number provided to Customer by Citizens for such purpose. If Customer is unable to deliver the ICL Deposit File to Citizens because of a failure in the transmission system selected, Customer and Citizens will use reasonable efforts to determine an alternative method of delivering the ICL Deposit File to Citizens by the file submission deadline in order to provide the ICL Services, or such other time as may be mutually agreed upon in writing by Citizens and Customer. If Citizens and Customer are unable to identify an acceptable alternative method for delivering an ICL Deposit File, Customer shall notify Citizens immediately, and transmit the ICL Deposit File on the next Banking Day on which the selected transmission system is operational. If, for any reason, Citizens is unable to read an ICL Deposit File or individual Item record included in the ICL Deposit File, Citizens shall use reasonable efforts to provide notice, as soon as reasonably practicable, to the individual designated by Customer in its completed ICL Questionnaire or by such other means as Citizens deems appropriate. Upon receipt of such notification, Customer shall make any and all adjustments to the ICL Deposit File as are needed and resubmit the ICL Deposit File to Citizens. Citizens shall not be responsible for any delays and losses suffered by Customer arising from Customer's failure to resubmit an ICL Deposit File before Citizens' daily deadline.

Processing of Deposit Files. Upon receipt of an ICL Deposit File, if no discrepancies are identified when the ICL Deposit File is compared against the data elements contained in the corresponding Control Total file, the ICL System will subject each Item to an initial screening to determine if each Item is eligible for submission (for example, the ICL System will not accept Items denominated in a foreign currency) and meets minimum image quality standards. Customer acknowledges and agrees that: (i) a failure on its part to submit ICL Deposit Files to Citizens in compliance with all applicable guidelines may result in processing delays or the rejection of certain Items and/or the entire ICL Deposit Files, and (ii) Citizens shall not be responsible for any delays or failure to process an ICL Deposit File which is not in compliance with all applicable file format and specifications.

When an ICL Deposit File is received by Citizens, each Item in the ICL Deposit File will be classified as an Image Replacement Document ("IRD"). IRDs will be subject to further screening to ensure image quality and compliance with all technical specifications and other requirements for substitute checks under the provisions of the Check Clearing for the 21st Century Act ("Check 21"). After this second screening, Citizens will put IRDs into the collection process. Citizens will use its best efforts to process all Items in the most expedient manner available.

Citizens reserves the right to debit Customer's Account or any other account in the name of Customer in the amount of all returned Items as well as any additional fees associated with Return Deposited Items.

Customer's Responsibilities. It is the sole responsibility of Customer to ensure: (i) the accuracy and completeness of all data and other information contained in each ICL Deposit File transmitted to Citizens, and (ii) that the transmittals utilized in these procedures that reside at the Customer's place of business can only be accessed and utilized by persons so authorized to do so by the Customer and that these transmittals are further protected from duplication or theft.

Authentication and Reconciliation of ICL Deposits. After an ICL Deposit File has been submitted to Citizens, Citizens will make available to Customer various reports relating to that ICL Deposit File, which will assist Customer in confirming and reconciling deposits made to their Account(s) via the ICL Service. Customer acknowledges that it has a duty to review all such reports (as well as any other account reconciliation reports it may receive from Citizens pursuant to other reporting services Customer subscribes to) and promptly report to Citizens any errors or omissions it identifies. Customer agrees that all such reports are for informational purposes only and are not final confirmation of the posting of an Item to Customer's Account(s). Items deposited and accepted by Citizens are subject to all the normal rules and regulations regarding deposits generally (as set out in the Account Agreement) and may be reversed at a later date if an Item is

returned.

Prohibition on Duplication of Deposits. Unless Citizens has notified Customer that an Item has been rejected or returned, Customer is prohibited from subsequently presenting for deposit to Citizens, or any other financial institution, any Item included in an ICL Deposit File either in its paper-based form or in digital form singly or within another electronic file of Items. Customer expressly agrees to indemnify Citizens for any and all losses or other damages Citizens may suffer as a result of Customer depositing Items more than once or other failure of Customer to abide by the terms of this paragraph. Customer expressly authorizes and instructs Citizens to debit their Account(s) (or any other account in their name held by Citizens or any Affiliate) in the amount of any Item which is deposited more than once.

Retention, Storage and Destruction of Deposited Items. Paper-based Items that have been converted to digital form and included in an ICL Deposit File should be stored for a minimum of 15 days, but not more than 20 days (“Storage Period”). Further, unless Citizens has notified Customer that an Item or an ICL Deposit File has been rejected or returned, Customer shall destroy all paper-based Items that have been digitized and included in an ICL Deposit File at the end of the Storage Period. During the Storage Period, Customer is required to implement appropriate document management procedures to ensure the safety and integrity of all Items and the confidentiality of all sensitive personal and financial information associated with such Items. Such document management procedures shall include, at a minimum, storing all Items in an access-controlled, fireproof location. When destroying paper Items, Customer agrees that it shall employ a method of destruction that will result in the paper-based Item being unprocessable and all sensitive personal and financial information undecipherable. Customer’s security policies, procedures and systems must protect the confidentiality and integrity of Non-Public Personal Information and against unauthorized access of Citizens’ systems.

Right to Audit. Customer agrees to ensure that all appropriate management policies, controls, and procedures are in place to ensure the security and protection of all sensitive personal and financial information associated with Items included in an ICL Deposit File and acknowledges that Citizens reserves the right to subject such policies, controls, and procedures to periodic audit.

Compliance with all Laws, Rules, and Regulations. Customer agrees to comply with applicable laws, rules and regulations relating to the submission of Items in digital format to Citizens, including without limitation, Check 21.

FAX AND EMAIL SERVICES

The General Terms and Conditions are incorporated herein by reference.

Description of Services. The Fax and Email Services offered by Citizens provides various Previous Day and Intra Day or Current Day reports via Fax and Email. Previous Day data is sent by 7:00 AM ET each morning. Customers using Intra Day products will receive reports periodically during the day as data is updated. Customer acknowledges that Citizens will use reasonable efforts to deliver the report to Customer in a timely manner, but that Citizens will not be liable to Customer for any failure to meet the applicable deadline as communicated to Customer by Citizens from time to time. Customer agrees that the reports delivered by fax-email shall be governed by and subject to the provisions of the Account Agreement pertaining to periodic account statements.

COIN AND CURRENCY SERVICES

The General Terms and Conditions are incorporated herein by reference.

Description of Services. The Coin and Currency Services consist of Citizens processing of deposits (including coin, currency, and checks – at Cash Centers which accept checks) and preparation of orders from to a Cash Center.

Defined Terms. As used in this Coin and Currency Services Section, the following terms shall have the meanings set forth below:

- a) **“Carrier”** means the carrier or employees or agents identified by Customer as its representative for the purpose of receiving coin and currency from Citizens on behalf of Customer.
- b) **“Cash Center”** means branch or vault.
- c) **“Smart Safe”** means a safe located on the premises of Customer that includes an electronic currency validating component; in addition to validating currency deposited into the Smart Safe, a Smart Safe can transmit electronically information regarding the amount of verified currency deposited into such Smart Safe to Customer’s Smart Safe Carrier.
- d) **“Smart Safe Carrier”** means a third-party carrier service offering Smart Safe services.

Delivery and Deposit of Coin, Currency, and Checks from Customer to Citizens. Customer, or its agent or representative, may deliver coin, currency, and/or checks (collectively, **“Delivered Items”**) to a Cash Center during the Cash Center’s normal business hours. All Delivered Items shall be delivered in plastic, tamper-evident bags, or other receptacles acceptable to Citizens for such purposes. Each

bag received from Customer shall contain only Delivered Items and properly completed deposit slip(s) reflecting the aggregate dollar amount of Delivered Items contained in such bag. Packaging of Delivered Items must be in conformity with Citizens' Coin and Currency Deposit Packaging Guide, or delays in the crediting of Customer's Account(s) could result.

Citizens shall open all bags delivered by Customer or on behalf of Customer, count the Delivered Items contained therein, and credit the totals of the Delivered Items to one or more Accounts of Customer with Citizens as directed by Customer on the deposit slip(s) in the bag(s). Absent manifest error on the part of Citizens, Customer shall accept the count of Citizens as to all Delivered Items, in all respects and for all purposes whatsoever.

Customer acknowledges and agrees that some Citizens Cash Centers do not process deposits of checks and, therefore, that any checks deposited at such Cash Center must be mailed to the check collection area of Citizens for processing and deposit. Customer acknowledges and agrees that checks delivered to such Cash Center shall not be deemed to be deposited with Citizens until processed for deposit by the check collection area of Citizens and that Citizens shall not be liable to Customer with respect to such checks until they are so processed. Additionally, Customer agrees to maintain records of all Delivered Items sent to a Cash Center to evidence the specific contents of each delivery in the event of loss or destruction of Delivered Items or deposit slips relating to such delivery. Customer should maintain a record of checks (preferably photocopies) submitted for deposit to assist in the research of any items lost/misplaced during processing.

Coin and currency received by the Cash Center prior to the specified cut-off hour on any Banking Day shall be credited or conditionally credited to the Account(s) listed on the deposit slip(s) on the same Banking Day. Coin, and currency received by the Cash Center after the specified cut-off hour on any Banking Day shall be credited or conditionally credited to the Account(s) listed on the deposit slip(s) on the next Banking Day. The cut-off hour varies by Cash Center; a complete list of Cash Centers and applicable cut-off hours has been made available to Customer. Delivered Items shall not be considered deposited to Customer's Account(s) until such time as such Delivered Items are counted and/or processed and credited to Customer's Accounts by Citizens, even though conditional credit may have been given.

Citizens reserves the right to change the location of a Cash Center that provides coin and currency services upon prior written notice to Customer.

Third Party Electronic Tracking. Citizens may permit Customer to utilize an approved third-party to electronically track delivery of Delivered Items to a Cash Center. Customer acknowledges that the information provided by the Third Party to client does not represent Citizens' acceptance of the deposit.

In connection with utilizing third-party electronic tracking services, Customer acknowledges and agrees that: (a) Citizens is not a party to the agreement between Customer and its third-party provider and therefore shall not be liable for any failure of the third-party provider to provide any services in accordance with the terms of such agreement, or for any fees or other charges incurred in connection therewith, and (b) information provided by the third-party provider regarding any Delivered Items does not constitute Citizens' acceptance or confirmation of receipt of such Delivered Items and that such Delivered Items shall not be considered deposited to Customer's Account(s) until such time as they are counted and/or processed and credited to Customer's Account(s) by Citizens.

Advance Credit for Smart Safe Deposits. If Customer has an agreement with a Smart Safe Carrier approved by Citizens, Customer may elect to receive advance credit for verified currency deposited into a Smart Safe prior to the actual physical delivery of such currency to a Cash Center. Currency, when deposited into a Smart Safe, is verified as not counterfeit and information such as the total amount of verified currency deposited into a Smart Safe can be electronically transmitted to Customer's Carrier.

In connection with receiving advance credit for Smart Safe deposits, Customer acknowledges and agrees that: (a) Citizens is not a party to the agreement between Customer and its Smart Safe Carrier and therefore shall not be liable for any failure of the Carrier to provide any services in accordance with the terms of such agreement, nor for any fees or other charges incurred in connection therewith, (b) Customer has consented to the disclosure of verified currency totals and other all Customer information transmitted to Citizens by its Smart Safe Carrier, and (c) all advance credits made to Customer's Account(s) are provisional in nature and no advance credit for verified currency totals electronically submitted to Citizens by Customer's Smart Safe Carrier shall be considered final until such time as the verified currency is physically delivered, counted and processed by the Cash Center.

Delivery of Coin and Currency to Customer. Citizens is authorized to release coin and currency ordered by Customer to any individual who produces identification upon request that, upon reasonable examination, indicates that he or she is a designated employee or representative Carrier or a representative of the Customer's third-party Carrier.

Citizens shall have no obligation to deliver coin or currency to a Carrier unless such Carrier executes any documents required by Citizens to indicate that it has received coin and/or currency from Citizens on behalf of Customer. In the event of a third-party Carrier, Customer must enter or have entered into an agreement with the Carrier pursuant to which the Carrier is authorized to receive from Citizens cash deliveries on behalf of Customer and to deliver Customer's deposits and deposit instructions to Citizens. Customer acknowledges that Citizens is not a party to that agreement and shall not be liable for any fees or charges incurred in connection therewith, or for any errors or omissions by the Carrier.

Citizens reserves the right to change the location of a Cash Center that provides coin and currency services upon prior written notice to Customer.

Coin and Currency Orders. Customer may order coin and currency by (a) use of Citizens' Online System ("Citizens Online **System**"), (b) submitting its coin and currency orders via the web portal of an approved third-party ("Third Party **Online System**"), or (c) such other means as Citizens may agree to accept. Orders for coin and/or currency placed before the applicable cut off time on any Banking Day shall be available for pick-up by the Carrier on the same Banking Day. Orders for coin and/or currency placed after the applicable cut off time on any Banking Day may not be available for pick-up until the next Banking Day. Citizens shall have no obligation to fill orders for coin and currency that are not placed using an approved order method.

Citizens shall provide each denomination of coin in rolls, boxes and bags or currency in straps as ordered by Customer.

If Customer places an order for coin and/or currency that Citizens in good faith determines to be significantly in excess of the normal volume of coin and/or currency ordered by Customer, Customer acknowledges that Citizens may be unable to make the coin and/or currency available within the time frames specified herein. In the event that Citizens is unable to make an order of coin and/or currency available within the time frame specified herein, Citizens shall use reasonable efforts to notify Customer of both the anticipated delay and its approximate length. Customer also acknowledges that Citizens may be unable to provide the coin and/or currency as requested if Citizens is not able to source from the Federal Reserve (due to coin shortages, unavailability of specific types of coin/currency, etc.).

Upon delivery of a shipment of coin and/or currency to Customer or its Carrier, and prior to Customer's acceptance of that shipment by execution of an acknowledgement of receipt, Customer or its Carrier shall inspect such shipment to determine whether there has been any tampering with any of the bags holding such coin and currency (e.g., boxes/bags holding coin and currency that have been opened or unsealed, etc.). In the event Customer or its Carrier determines that a shipment has been tampered with, Customer or its Carrier may refuse to accept the shipment. Upon acceptance of a shipment by signing an acknowledgement of receipt of such shipment, Customer shall be deemed to have waived any and all claims against Citizens it may have relating to any tampering with such shipment.

Customer shall have three (3) Banking Days after receipt of a coin or currency shipment to report any discrepancy between the amount of coin contained in each box and/or the amount of currency contained in each strap delivered to Customer (or its Carrier) and the amount of coin and/or currency appearing on the signed acknowledgement of receipt for that shipment. Customer's failure to report to Citizens within the time frame set forth herein any such discrepancy shall constitute a waiver by Customer of any and all claims it may have against Citizens based on any such discrepancy.

Payments for coin and currency provided to Customer hereunder shall be deducted from Customer's Account set forth in the Service Request; provided, however, that Citizens shall have no obligation to provide coin and currency hereunder if the amount to be deducted from the Account exceeds the available balance in the Account.

Citizens Online System. Citizens will permit Customer to initiate orders for coin and currency directly to Citizens using its Citizens Online System. The Citizens Online System may be accessed by personal computer through the internet using Citizens' Commercial Digital Gateway -- <https://client.citizensbank.com/s/>— or such substitute or replacement URL as may be made available by Citizens from time to time.

The Citizens Online System will accept orders for coin, currency or both from Authorized Initiators or Administrators. This functionality will require that Customer be set up on the Citizens Online System.

When Customer's Authorized Initiators or Administrators initiate orders for coin and currency by accessing the System, Authorized Initiators will be required to sign in using the then-current Security Procedures. Customer agrees it shall be solely responsible for all coin and currency orders submitted in conformity with the then-current Security Procedures.

System Access and Use. Customer agrees that it will access and use the Citizens Online System in accordance with these Terms and Conditions.

Security Procedures. Each time a user logs into the System, the Security Procedures used to validate the identity and authority of that user are the submission of a Universal ID and individual user password. A One-Time Passcode (“OTP”) will be required prior to accessing the system for the first time and periodically thereafter, as determined by Citizens from time to time. The OTP will be delivered to the user through a selected channel outside of the system that may include email, voice call and SMS message. Citizens will assign Customer a User ID and provide initial access to the Citizens Online System to Customer’s designated Administrator. After Customer’s Administrator have been set up on the System, individual user entitlements are determined by Customer and implemented through Customer’s designated Administrator.

It is Customer’s responsibility to protect the confidentiality of the Security Devices assigned to Customers. Citizens shall be entitled to rely on the accuracy and validity of any Instruction provided, or purported to be provided, by Customer and Customer’s employees, agents, or other representatives to Citizens, and shall not be liable for any costs or damages incurred by Customer or any other person in connection with any unauthorized Instructions (unless otherwise required by applicable law). If Customer determines that any Security Procedures have been violated, Customer must immediately notify Citizens. If Citizens receives order preparation instructions that do not comply with the Security Procedures, Citizens is under no obligation to process the Instructions.

Administrator . Citizens will set up the initial Administrator in the Citizens Online system. The customer Administrator will be able to set up additional Administrator/s and Authorized Initiators. The Administrator has the authority to allow individual access as well as to manage and control a user’s individual authority to place or manage orders within the Citizens Online system. The Administrator shall also have the authority and responsibility, on behalf of Customer, to cancel or delete a user’s access to the Citizens Online System. The Administrator may be changed at any time by the Customer in writing to Citizens by a Duly Authorized Person which shall take effect only after Citizens has had a reasonable amount of time to act thereon.

Third Party Online System. Customer may utilize an approved third-party (“Third Party Online System”) to initiate orders for coin and currency via the third-party’s internet portal. In order to submit coin and currency orders through an Third Party Online System, Customer will have to enter into an agreement with the Third Party Online System Provider (“Provider”). In connection with using Third Party Online System to submit coin and currency orders, Customer acknowledges and agrees that: (a) Citizens is not a party to the agreement between Customer and Provider and therefore Citizens makes no representations about the availability of the Third Party Online System and shall not be liable for any failure of the Provider to provide accurate and timely order information to Citizens, nor for any fees incurred in connection with Customer’s access and use of the third-party’s web portal, (b) Customer has consented to the disclosure of order totals and other Customer information transmitted to Citizens by the Provider, and (c) all order information received by Citizens from Customer’s third-party online ordering service Provider is not a guarantee for fulfillment until such time as Citizens can confirm availability of funds to fulfill such order. Any and all security devices and/or security procedures used to authenticate and validate individuals submitting coin and currency orders on the Third Party Online System are solely within the control of the Provider and therefore, Citizens makes no representations or warranties as to the commercial reasonableness of any such security procedures. As Citizens will have no knowledge of the individuals Customer has authorized to initiate coin and currency orders via the Third Party Online System, Customer agrees that Citizens shall be entitled to rely on all coin and currency orders it receives in Customer’s name from the Provider as valid, accurate and duly authorized. Further, Customer agrees it will be liable to Citizens for all fees and charges associated with each coin and currency order received by Citizens from the Third Party Online System even if such order is erroneous or unauthorized.

COIN & CURRENCY NIGHT DROP SERVICE

The General Terms and Conditions are incorporated herein by reference.

Description of Services. The Coin & Currency Night Drop Service allows a Customer to deliver currency, coins, and other Items to Citizens for collection and processing outside of normal business hours (a “**Night Drop**”), by delivering depository pouches or bags to a Citizens’ Night Drop Services repository (each a “**Night Drop Repository**”) for processing and posting to Customer’s Account(s) on the next Banking Day.

Night Drop Bags. Each Night Drop shall be made in a tamper proof bag provided or approved by Citizens (each, a “**Bag**”). Bags must only be used to deliver currency, coins, and Items for processing to an Account. Each Bag must be properly locked or sealed when placed in a Night Drop Repository. Bags can only be delivered to a Night Drop Repository for which Customer has been issued a key. Customer agrees to record the currency, coins and Items contained in each Bag (collectively the “**Contents**”) on the Citizens’ deposit slip (including the total amount of the Contents, Customer’s name, Customer’s address, and Account number). Customer is responsible for any loss, theft or damage to the Night Drop Repository and the Contents of each Bag deposited therein, for example, as a result of leaving the access door to the Night Drop Repository unlocked or open and for any loss or unauthorized use of any access key issued to Customer including, but not limited to, Customer’s Contents and information as well as Contents and information of other Citizens customers.

Processing the Contents of a Bag. Contents shall not be considered received by the Citizens for credit to Customer's Account until an employee or authorized agent of Citizens opens the Bag and the Contents are processed pursuant to Citizens' customary procedures and posted to the appropriate Account. For each Bag Customer deposits in a Night Drop Repository Customer: (a) grants Citizens the authority to open the Bag and process the Contents for deposit pursuant to Citizens' customary procedures for processing deposits (as more fully set out in the Account Agreement), (b) instructs Citizens, after the Contents have been processed, to credit Customer's Account in accordance with Citizens' funds availability policy (as more fully set out in the Account Agreement), and (c) agrees Citizens' only obligation to Customer regarding the Contents is to use due care in following Citizens' normal procedures for the handling, processing and deposit of currency, coins and Items received by Citizens. Customer further agrees to accept Citizens' accounting of the Contents of each Bag and hereby waives any claims that Customer may have against Citizens relating to discrepancies between the dollar value of the Contents appearing on a deposit slip and the dollar value of the Contents as determined by Citizens after processing the Contents of any Bag. The dollar value of Contents placed in a Night Drop Repository can be verified based on the receipt made available to Customer by Citizens on the next Banking Day (each a "**Night Drop Receipt**").

Contents not Insured; No Bailment; No Warranties. In no event will Citizens be an insurer of the Contents of any Bag placed by Customer in a Night Drop Repository.

PROVISION OF NIGHT DROP SERVICES TO CUSTOMER SHALL NOT CREATE A BAILMENT, CITIZENS SHALL NOT BE DEEMED TO BE CUSTOMER'S BAILEE NOR ASSUME ANY OTHER FIDUCIARY OBLIGATIONS TO CUSTOMER. CITIZENS MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER STATUTORY OR IMPLIED, OF ANY KIND WITH RESPECT TO THE BAGS, THE CONDITION, SECURITY OR SAFETY OF ANY NIGHT DROP REPOSITORY OR NIGHT DROP REPOSITORY SITE, OR THE REMOVAL OR SAFEKEEPING OF ANY PROPERTY PLACED THEREIN, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH, WITHOUT LIMITING THE FOREGOING, ARE HEREBY DISCLAIMED BY CITIZENS.

Authorized Initiators. Each Authorized Initiator may receive Bags from Citizens, accept written receipt for Bags and Night Drop Receipts, or open Bags and deposit the Contents in Customer's Account during normal banking hours.

Limitation of Liability. In addition to any limitations on Citizens' liability set out elsewhere in these Terms and Conditions, Customer expressly agrees that availing themselves of Night Drop Services is at Customer's sole risk. Customer will be responsible for maintaining and securing any key(s) provided to Customer. Citizens will not be responsible for any loss or damage sustained by Customer in the use of Night Drop Services at any Night Drop Repository or other Citizens location, including loss of any Contents, Bags, or keys, resulting from any cause whatsoever, including the mechanical defects or a malfunction of a Night Drop Repository, unless such loss or damage is caused by Citizens' gross negligence or willful misconduct. In no event will Citizens be liable for damages resulting from causes beyond Citizens' control. If a Night Drop Repository is burglarized and a Bag or any Contents are missing, Citizens will be responsible to Customer only for such amounts as are shown, by evidence satisfactory to Citizens, to have been placed in the Night Drop Repository by the Customer and to be missing.

Night Drop Depository Keys; Return of Keys. Citizens will issue a Night Drop Repository key to Customer so Customer may access the applicable Night Drop Repository. Customer may request, and Citizens may agree to issue, multiple keys for a single Night Drop Repository and/or keys to more than one Night Drop Repository. Customer agrees to maintain the confidentiality and security of all keys and to provide them only to such persons as are authorized by Customer to have access to the Night Drop Repository. Customer agrees that it shall have sole responsibility and Citizens shall have no liability for any losses arising from misuse of Night Drop Repository keys issued to Customer. Customer must notify Citizens promptly upon learning of any unauthorized possession or use of keys, or of any inadvertent or unintentional access to a Night Drop Repository. Upon termination of the Night Drop Service, any and all Night Drop Repository key(s) in Customer's possession must be promptly returned to Citizens, but in no instance more than five (5) Banking Days from the date of such termination.

ACH SERVICES

The General Terms and Conditions are incorporated herein by reference.

Description of Services. The ACH Network is an electronic funds transfer system which provides for the interbank (processed through an electronic funds transfer clearing house ("**Clearing House**")) and intra-bank clearing of electronic payments. The ACH Network is governed by the Nacha Operating Rules (the "**Rules**") (as amended from time to time and published at <https://www.nachaoperatingrulesonline.org/?qr=1>).

Defined Terms. As used in this ACH Services Section, the following terms shall have the meanings set forth below. Capitalized terms used but not otherwise defined shall have the meaning set forth in the Rules.

- a) **Credit Entry** means an order or request for Citizens to credit an account at another financial institution or another account at Citizens funded by a withdrawal from the Customer's Settlement Account.
- b) **Debit Entry** means an order or request for Citizens to debit an account at another financial institution or another account at Citizens for deposit into the Customer's Settlement Account.

- c) **Effective Entry Date** means the Banking Day specified by the Originator on which it intends a batch of Entries to settle.
- d) **Pre-Notification** means a zero-dollar Entry submitted to the RDFI in order to confirm account information such as account number or ABA Routing number.
- e) **Settlement Account** means Customer's Account from which Customer may originate Entries.

Third-Party Sender. As used in this Section, the term "**Customer**" shall include a Customer in its capacity as Third-Party Sender or in its individual capacity, as applicable.

Input Transmission. Customer or its Third-Party Service Provider may initiate Entries using the method, format and Standard Entry Class or "SEC" Codes selected by Customer in the Service Request. Citizens has the right to restrict, suspend and/or terminate Customer's use of a SEC Code in its sole discretion and may reject any Entry(s) that includes an unauthorized SEC Code.

Entry Processing. Citizens shall process Entries on behalf of the Customer, including by transmittal through a Clearing House, subject to the following terms:

- a) Customer authorizes Citizens to process Entries received by Citizens and transmitted by or on behalf of Customer in compliance with the formatting and other requirements set forth in the ACH Technical Manual provided to Customer, as amended from time to time. All Entries will be processed in accordance with and subject to the terms of all applicable Terms and Conditions and the Rules.
- b) Customer agrees to be bound by the Rules and shall comply with (and not issue any Entries that would violate): (i) the ACH Technical Manual; (ii) the Rules; and (iii) applicable law. Customer shall be solely responsible for the accuracy and completeness of Entries transmitted to Citizens by or on behalf of Customer. Citizens shall not be responsible for any errors in any Entries, or requests for cancellation or amendment of Entries, transmitted to Citizens by or on behalf of Customer.
- c) Citizens may immediately terminate ACH Services if Customer or its Third-Party Service Provider breaches the Rules or causes Citizens to be in breach of the Rules.
- d) Citizens may reject, suspend, or delay any Entry that
 - i. does not comply with these Terms and Conditions, the ACH Technical Manual, the Rules, or applicable law;
 - ii. Citizens is unable to read due to format errors;
 - iii. is submitted under an SEC Code that varies from the SEC Codes agreed upon between Customer and Citizens;
 - iv. contains an Effective Entry Date more than thirty (30) days prior to or after the Business Day such Entry is received by Citizens;
 - v. fails to comply with exposure limits or prefunding obligations;
 - vi. Citizens reasonably suspects to be fraudulent or unauthorized;
 - vii. Citizens deems necessary to protect the safety and soundness of Citizens; and/or
 - viii. for any reason, is unable to be processed.

Citizens will use reasonable efforts to give prompt notice of such rejection, delay, or suspension to Customer, but Citizens shall not be liable for any interest charges or other damages as a result of its failure to give, or Customer's failure to receive, such notice.

- e) Customer acknowledges that Citizens has the right to audit Customer's compliance with these Terms and Conditions and the Rules and agrees to provide Citizens, within 5 days of its request, a copy of: (i) a report derived from an audit undertaken by Customer in order to comply with its obligations hereunder; and (ii) any other report detailing the policies, controls and procedures in place to ensure Customer's compliance with these Terms and Conditions and all applicable Rules.
- f) Citizens will use reasonable efforts to act on a request by Customer to cancel an Entry or a file of Entries prior to its transmittal by Citizens, but Citizens shall have no liability if such cancellation is not affected. Upon Customer's request, Citizens will initiate a reversal of an Entry or file of Entries in accordance with the Rules and any applicable User Guide(s). If Customer reverses an Entry, batch or file, Customer shall indemnify and hold Citizens harmless from and against any and all liabilities, losses, damages, costs, and expenses resulting from such reversal. Customer may not re-initiate Entries except as permitted by the Rules.
- g) For each Entry submitted by or on behalf of Customer, Customer represents and warrants to Citizens that:
 - i. every Credit Entry is timely;
 - ii. every Debit Entry is (a) for an amount due and owing on the Settlement Date from the Receiver to the Originator, or for a sum specified by the Receiver to be paid to the Originator, or (c) to correct a previous credit Entry that was an Erroneous Entry, or (d) to reclaim an amount received by a recipient after death or legal incapacity;
 - iii. every Entry (a) has been authorized by the Receiver and the Originator and such authorization has not been revoked or terminated; (b) complies with the Rules; (c) contains the Receiver's correct account number and all other necessary information; and (d) all information transmitted therewith is related to the payment represented by such Entry.
- h) With respect to all Entries submitted by or on behalf of Customer, Customer represents that it is making each and every representation and warranty that is (i) made by a person in the status of Customer to a person in the status of Citizens under the Rules or (ii) made by a person in the status of Citizens and/or Customer to any third-party under the Rules with respect to such Entries.

- i) Customer is solely responsible for obtaining and retaining written or verbal authorizations required under the Rules from any person or entity on whose behalf Customer transmits an Entry to Citizens, and from the Receiver of any such Entry. Upon request, Customer will provide Citizens with a copy of any such authorization within seven (7) Banking Days of any such request, with a copy of a Receiver's authorization, and if applicable, evidence of compliance with Regulation E. If Customer fails to obtain, retain, or provide such authorization, Customer shall be solely liable for all direct and indirect consequences of such failure.
- j) All Entries received by Citizens from Customer or which purport to have been transmitted or authorized by Customer shall be effective as Customer's Entries and shall be binding upon Customer, provided that Citizens has verified such Entries using then-applicable Security Procedures, regardless of whether such Entries were actually authorized by Customer. All Entries received by Citizens in Customer's name from a Third-Party Service Provider purporting to act on behalf of Customer shall be effective as Entries of Customer and shall be binding upon Customer regardless of whether such Entries actually were authorized by Customer. The Security Procedures used by Citizens are neither designed nor intended to detect errors in the content of an Entry, and any such errors shall be Customer's responsibility.
- k) Settlement for Entries will occur as provided in the Rules, except that Citizens may, upon notice, require settlement prior to processing. Payment of a Credit Entry by an RDFI to the Receiver shall be provisional until receipt by the RDFI of final settlement for such Entry. Customer acknowledges that, if such final settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.
- l) If an Entry describes the Receiver inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named Receiver. In addition, if an Entry describes the RDFI inconsistently by name and identification number or routing number, payment may be made on the basis of the identification number or routing number even if it identifies a financial institution other than the named RDFI.

Origination Methods. Customer may transmit a file to Citizens in accordance with Nacha standards using any of the acceptable Data Transmission Services. It is Customer's responsibility to ensure: (i) the accuracy and completeness of all data and other information contained in each file transmitted to Citizens, (ii) that access to the applicable file transmission method is limited to Authorized Initiators, and (iii) that payment files are protected from duplication or theft.

CONTROL TOTAL PROCEDURE

Customer may initiate Entries via direct send, the transmission of Entry files using Citizens' proprietary transmission services in accordance with the paragraph titled "Data Transmission Service/File Gateway" in the General Terms and Conditions, or other means as may be acceptable to Citizens. For direct send transmission, Customer agrees that Control Totals shall serve as a Security Procedure to confirm and validate Entries in the payment file. Each time Customer submits a payment file to Citizens for processing, Customer must also submit Control Totals for such payment file via ACHieve Access. Citizens will not process a payment file unless and until it has received corresponding Control Totals.

Upon receipt of a payment file and the corresponding Control Totals, Citizens will calculate Control Totals data elements based on the payment instructions. In the event there is a discrepancy between the Control Totals submitted by Customer and those calculated by Citizens, Citizens will notify Customer. Upon receipt of notice of a discrepancy between Control Totals, Customer can elect to either: (x) cancel the payment file, (y) submit a corrected payment file, or (z) instruct Citizens to process the payment file as originally submitted. Customer's election must be communicated to Citizens by an Authorized Initiator via email or telephone, or other agreed upon means of communication. Citizens will not process any file for which there is a Control Totals discrepancy unless otherwise directed by Customer.

Third-Party Service Provider. Customer may enter into an agreement with a Third-Party Service Provider to initiate Entries on behalf of Customer, which may include direct deposit payroll processing. Customer acknowledges that Citizens is not a party to that agreement and shall not be liable to any Third-Party Service Providers for any fees or charges incurred by Customer in connection therewith or to Customer for any errors or omissions by the Third-Party Service Provider. In all instances where a Third-Party Service Provider initiates Entries on behalf of Customer, Customer is responsible for ensuring that such Third-Party Service Provider is acting in conformity with all representations and warranties made by Customer herein. All Entries received by Citizens from a Third-Party Service Provider on behalf of Customer will be deemed authorized by Customer. Customer agrees that Citizens shall not be liable to Customer, and Customer shall not assert any claims against Citizens, based upon or resulting from Customer's use of a Third-Party Service Provider in preparing or transmitting Entries on Customer's behalf and that Customer's sole recourse for erroneous or unauthorized Entries transmitted by a Third-Party Service Provider acting on behalf of Customer is against such Third-Party Service Provider and not against Citizens. Customer shall indemnify and hold Citizens harmless from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceeding, whether or not Citizens shall be designated a party thereto) which may be incurred by Citizens relating to or arising out of the actions of the Third-Party Service Provider on behalf of the Customer.

ACH Tax Payment Processing. If requested by Customer, Citizens will provide ACH Tax Payment Processing Services to Customer. ACH Tax Payment Processing Services include transmitting Credit Entries for payment of state and federal tax obligations. Customer warrants that it has the ability to initiate Credit Entries in the format required by each such taxing authority. Credit Entries for such payments will be transmitted by Citizens to the RDFI designated by the applicable taxing authority. Notwithstanding Citizens' agreement to provide ACH Tax Payment Processing Services to Customer, it shall remain Customer's obligation to make all tax payments owed to any taxing authority in the event that Citizens is unable to make such payments for any reason. If Citizens fails to make a tax payment in

accordance with these Terms and Conditions, Citizens' liability to Customer shall be limited to reimbursing Customer for the amount of any penalties actually imposed upon Customer by the taxing authority for Customer's failure to make timely tax payments, provided that Citizens shall have no liability to Customer if the failure to make a tax payment is caused in whole or in part by Customer's failure to comply with these Terms and Conditions, including without limitation, failure to maintain sufficient balances in the Account, or by any error or omission by the applicable taxing authority. Customer shall notify Citizens of the imposition of any penalty for failure to make a timely tax payment and shall cooperate with Citizens in an effort to reduce or eliminate such penalty before Customer pays such penalty to the taxing authority.

Same Day Entry Processing. Unless otherwise directed by Customer in writing, Citizens will process Entries to Citizens with an Effective Entry Date equal to or prior to the current Banking Day for settlement on the same Banking Day in accordance with the same day processing requirements set out in the Rules and in compliance with the following terms:

- a) Entries must meet all applicable requirements listed above in the Entry Processing paragraph;
- b) Entries submitted for same day processing must:
 - i. Use an Effective Entry Date equal or prior to the current Banking Day;
 - ii. Be submitted prior to the applicable same day ACH deadline;
 - iii. Not exceed the then-applicable Nacha limit per Entry for same-day processing under the Rules; and
 - iv. Not use the International ACH Entry (IAT) standard entry code.

Additional Rules governing Telephone Initiated (TEL) Entries. In addition to any other obligations of Customer arising under these Terms and Conditions or any other agreement with Citizens, TEL Entries shall be subject to the following:

- a) Citizens can establish separate and distinct Entry limits for TEL Entries from any other Entry limit Citizens may set for other any other Standard Entry Classes.
- b) Customer will retain records of all authorizations, and, if applicable, evidence of compliance with Regulation E, for not less than two (2) years from: (i) for one-time Entries, the date of authorization and (ii) for recurring Entries, the termination or revocation of the authorization.
- c) In addition to other representations and warranties relating to the ACH Services, Customer represents and warrants to Citizens, with respect to TEL Entries, that:
 - i. Customer has put in place and utilized commercially reasonable procedures to verify: (i) the identify of each person or entity which grants authorizations to Customer by telephone and (ii) that all routing numbers are valid.
 - ii. All authorizations from each person or entity which grants authorizations to Customer by telephone were obtained by Customer in accordance with applicable Rules.

Additional Rules governing Internet-Initiated/Mobile Entry (WEB) Entries. In addition to any other obligations of Customer arising under these Terms and Conditions or any other agreement with Citizens, WEB Entries shall be subject to the following:

- a) Citizens can establish separate and distinct Entry limits for WEB Entries from any other Entry limit Citizens may set for other Standard Entry Classes.
- b) Citizens has the right, in its sole discretion, to require Pre-Notification from the Customer for recurring WEB Entries.
- c) Each Customer initiating WEB entries agrees that it will conduct, or cause to be conducted, an audit (not less than annually) to ensure that the financial information it obtains from Receivers is protected by security practices and procedures that include, at a minimum, adequate levels of: (i) physical security to protect against theft, tampering, or damage; (ii) personnel and access to controls to protect against unauthorized access and use; and (iii) network security to ensure secure capture, storage, and distribution.
- d) In addition to other representations and warranties relating to the ACH Services, Customer represents and warrants to Citizens, with respect to WEB Entries, that Customer is in compliance with all applicable Rules in respect of the appropriate level of security and protection for WEB debit Entries, including without limitation, the employment of commercially reasonable (i) fraudulent Entry detection systems, which, at a minimum, validate the account to be debited before first use; (ii) methods of authentication to verify the identity of each Receiver; and (iii) procedures to verify that all routing numbers are valid.

Additional Rules relating to International ACH Entries (IAT). Differences in the U.S. and foreign country payments systems may pose operational risk to an Originator. Credit risk also exists with respect to return items, including but not limited to the following examples:

- a) Return timeframes may be extended due to differences in country regulations, causing the Originator to absorb extended temporal foreign exchange (FX) currency exposure and extended temporal credit risk of unsuccessful return charge back. Originators should also note that a different FX rate can be applied to the originated item and the return. This difference varies by the destination currency and country.

- b) Financial institution accounts are denominated in a particular currency. It is the responsibility of the Originator to determine the currency that the Receiver's account is denominated in and to properly format the IAT fields. Otherwise, there is the potential that if the RDFI receives a cross-border ACH item denominated in the incorrect currency, such RDFI may convert the item into the appropriate currency and post the item to the Receiver's account, instead of returning the item back to the foreign gateway operator. This is generally the case if there is a standing agreement between the RDFI and its customer to provide the foreign exchange conversion. However, this is not a requirement in some destination countries.

Any International ACH Transactions (IATs) conducted in a foreign currency will use an exchange rate. The foreign exchange rates are determined in Citizens' sole discretion and will include a spread plus any applicable commissions or other costs charged by Citizens or any vendors in providing foreign currency exchange. The exchange rate may vary among Customers depending on relationship, products, transaction type, amount of transaction, type of currency, the date and time of the exchange, and/or whether the transaction is a debit or credit. These rates will typically be less favorable than rates quoted online or in publications.

Sufficient Balances; Prefunding. Customer agrees to establish and maintain a Settlement Account at Citizens, and to maintain in the Settlement Account sufficient collected balances to cover its payment obligations for all Entries transmitted to Citizens by Customer directly or by a Third-Party Service Provider on Customer's behalf. Customer shall fund the Settlement Account with collected funds on or prior to any applicable Settlement Date, or, if so notified by Citizens, on or prior to the date any Entries are to be processed. In the event that there are not sufficient collected funds in the Settlement Account to cover all Entries transmitted to Citizens by Customer, such Entries will be completed in the order determined by Citizens. If Customer fails to fund the Settlement Account as required, then Citizens may refuse to provide ACH Services to Customer.

Citizens reserves the right to require Customer to fund the Settlement Account for the total amount of any file(s) at the time such file(s) are transmitted/approved by Customer to Citizens for processing or if the aggregate amount of debits and credits scheduled to be settled on such date exceeds applicable file limits.

Holds. With respect to a Credit Entry, Customer agrees that Citizens may place a hold on funds in the Settlement Account in the amount of the Entry between the time the Entry is transmitted to Citizens and the time the transfer is completed. With respect to Debit Entries, Customer agrees that Citizens may place a hold on amounts credited to the Settlement Account between the time the amount is credited and the time the credit becomes final and irrevocable.

Exposure Limits. Customer acknowledges and agrees that Citizens has the right to establish exposure limits associated with Customer's use of the ACH Service, which may include total dollar limits on aggregate Credit Entries and/or aggregate Debit Entries that may be transmitted by Customer and/or its Third-Party Service Provider(s). Citizens may periodically review exposure limits and, in its sole discretion and from time to time, change any exposure limit. Citizens may, in its sole discretion, reject any payment file containing Entries that exceed any applicable exposure limit set by Citizens. Notwithstanding anything herein to the contrary, Customer may request that Citizens process Entries that exceed established exposure limits with advance notice at least one (1) Banking Day prior to receipt of file. Citizens reserves the right, in its sole discretion, to approve or deny any such request and Customer acknowledges that Citizens' processing of a file that exceeds established exposure limits shall not be deemed to amend such exposure limits or constitute approval of any future request to process files in excess of applicable exposure limits. Citizens also reserves the right to require Customer to establish an Account, in addition to the Settlement Account, at Citizens and maintain in the Account a balance equal to the exposure limits.

Financial Information. Customer shall furnish to Citizens such financial information as Citizens may reasonably request, including without limitation, financial statements and tax returns, and Customer authorizes Citizens to make reasonable inquiries of third parties in this regard prior to providing, and during the continuation of, ACH Services hereunder.

Notice of Return Entries and Notification of Change. Citizens will notify Customer of receipt of any Return Entry no later than one (1) Banking Day after such receipt. If a Customer responds that an Entry is unauthorized, Customer will be responsible for collecting funds owed to Customer. Citizens has no obligation to process Entries for which authorization has been revoked. Citizens will notify Customer of receipt of all Notifications of Change no later than two (2) Banking Days after such receipt. Customer shall ensure that changes required by any Notification of Change are made within six (6) Banking Days of receipt or prior to initiating another related Entry to the applicable Receiver's account, whichever is later.

NOC Manager Service. Pursuant to the Rules, Originators of Entries (such as Customer) are obligated to respond to Notification of Changes by investigating each report of incorrect data contained in such NOC and making corrections within six (6) Banking Days or prior to initiating another Entry to the applicable Receiver's account, whichever is later. By subscribing to the NOC Manager Service, Citizens will manage NOCs on Customer's behalf.

Each time Citizens receives a NOC which has been generated as a result of an incorrect ACH Entry submitted to Citizens by Customer, Citizens will store the NOC in an electronic database. Upon receipt of subsequent Entries from Customer and prior to processing, Citizens will: (a) compare the newly received Entries against the information contained in the NOC database, (b) identify any Entries that contain information which does not conform to information contained in the NOC database, and (c) correct such non-conforming information. Once a Customer's newly submitted Entry is corrected to conform to the information contained in the NOC database,

Citizens will process the Entry in the normal course, including releasing the corrected Entry into the ACH Network in accordance with the Rules.

By subscribing to the NOC Manager Service, Customer authorizes and empowers Citizens to manage all NOCs received on behalf of Customer for Entries originated by Customer through Citizens. Customer acknowledges that NOCs are created by the RDFIs of Customer's Receivers, not Citizens, and that it is the RDFIs of Customer's Receivers who are solely responsible for: (a) pinpointing the specific information in an Entry it receives that is incorrect, and (b) providing Citizens the correct information in a precise format so that Citizens can make corrections for subsequent Entries. Therefore, Customer agrees that Citizens has no liability to Customer and Customer will hold Citizens harmless for the failure of a RDFI to: (i) identify incorrect information contained in an Entry, or (ii) provide correct information in a format which allows Citizens to make subsequent corrections.

Pre-Notifications. Citizens recommends Customer send Pre-Notifications at least three (3) Banking Days prior to initiating an Entry. Customer acknowledges that once a Pre-Notification has been initiated, Customer will not initiate any related Entries for at least three Banking Days, provided that if Customer receives notice that a Pre-Notification was rejected, Customer will not initiate any related Entry until the issue has been resolved and shall be responsible for fines and fees levied against Citizens by Nacha if not appropriately resolved.

Unauthorized Entry Return Rate. In the event that the Unauthorized Entry Return Rate exceeds the limits set by Citizens to ensure compliance with the Rules, Citizens will notify Customer. Customer will provide Citizens with its plan, and will immediately implement such plan, to reduce the Unauthorized Entry Return Rate to comply with the Rules. Customer shall be responsible for any fines or fees levied against Citizens by Nacha in connection with Customer's failure to comply with the Unauthorized Entry Return Rate limits set forth in the Rules.

Record Retention. Customer shall be solely responsible for compliance with all applicable record retention requirements set out in the Rules and Appendix D of the Nacha Operating Guidelines.

Additional ACH Services. Citizens offers additional services designed to provide protection from inaccurate, unauthorized, or fraudulent ACH activity for both origination and receiving, including certain Service Modules of ACHieve Access Service, ACH Receipt Authorization Service, and Universal Payment Identification Code Service. Additional details on each of these services can be found in the respective section of the Terms and Conditions. Citizens strongly recommends that Customer take advantage of these services to help detect or prevent inaccurate, unauthorized or fraudulent ACH activity and thereby reduce Customer's risk of loss. Customer acknowledges and agrees that failing to implement and use these services may constitute a failure to exercise ordinary care on Customer's part, which may negatively impact Customer's ability to recover losses attributable to unauthorized Account activity.

Termination. In addition to the rights contained in the General Terms and Conditions, Citizens reserves the right to terminate the ACH Services without notice to Customer in the event that Customer doesn't use such Services for a period of 18 months at any time following implementation.

ACHIEVE ACCESS[®] SERVICE

The General Terms and Conditions and ACH Services Terms and Conditions are incorporated herein by reference.

Description of Service. ACHieve Access[®] Service permits a Customer to: (a) electronically view detailed historical ACH activity and provide the ability to process deletion and/or reversals of originated Entry(s) or batch(s) of Entries, (b) submit Control Totals and (c) establish electronic payment authorization ("EPA") criteria against which all ACH debit Entries to that Account are compared prior to processing.

- a) **Warehouse Service.** Provides Customer with electronic access to detailed historical ACH (debit and credit) activity, including (i) Entries that have been received and posted to Customer's Account(s); (ii) Entries that are pending processing and expected to post to Customer's Account(s); and (iii) Entry, batch and file-level detail of ACH Entry file(s) originated by Customer that will post to recipient's account(s) at the recipient's bank. The Warehouse Service also provides the ability for Customer to issue an Instruction to delete or reverse an Entry or a batch of Entries; provided that such delete/reverse Instruction does not violate any Rules then in effect. Citizens shall use commercially reasonable efforts to process delete/reverse Instructions, however, Customer acknowledges that Citizens shall have no liability to Customer if such Instructions are not processed.
- b) **Control Total Service.** If Control Total Service is selected, Customer may submit its Control Totals through ACHieve Access. All other provisions relating to Control Totals are as set forth in the ACH Services Term and Conditions.
- c) **EPA Service.** The EPA Service allows Customer to set authorization criteria for posting of ACH debit Entries. If an ACH debit Entry meets the criteria for the specified Account, the Entry will post automatically on the Settlement Date. If an ACH debit Entry does not meet the criteria or if no authorization is present, the Customer will be notified and unless instructed otherwise, Citizens will return such ACH debit Entries as unauthorized. ACH credit Entries are not included in the basic EPA Service and are not screened against EPA criteria. Customer acknowledges and agrees that if they subscribe to the EPA Service, only ACH debit Entries which meet Customer's EPA criteria will be processed by Citizens.

Additional Terms Relating to EPA Service. Customer shall be responsible for inputting and maintaining EPA control criteria in ACHieve Access for each applicable Account. EPA criteria established after the close of business on any Banking Day will only apply to ACH debit entries processed on succeeding Banking Days. Customer acknowledges and agrees that it shall be solely responsible and hold Citizens harmless for each ACH debit Entry posted (or rejected) based on the then-current EPA criteria. In addition to any applicable representations, warranties and covenants contained in the General Terms and Conditions, the Account Agreement and any other agreement between Customer and Citizens, Customer represents and warrants to, and covenants with, Citizens that, with respect to each ACH debit Entry returned by Citizens in accordance with the terms and conditions of the EPA Services, Customer has not authorized the Originator thereof to originate such ACH debit entry or Customer has revoked its prior authorization to such Originator. Customer is solely responsible for documenting any revocation of a prior authorization and, upon Citizens' request therefor, Customer will promptly furnish to Citizens evidence of such revoked authorization.

ACHieve Access Administrators. Customer shall designate two ACHieve Access Administrators for Citizens to set up initial access to the ACHieve Access. Thereafter, individual user entitlements and certain other ACHieve Access maintenance, are implemented through Customer's ACHieve Access Administrators. As access to ACHieve Access, including user setup, will be controlled by the ACHieve Access Administrators, Customer is solely responsible for ensuring the security and confidentiality of all Security Devices issued to its users and Citizens shall not be responsible for any misuse of Security Devices issued to Customer's users.

Dual Authentication Feature. Dual Authentication is a standard feature within ACHieve Access which requires that certain instructions receive secondary approval before becoming effective. Both ACHieve Access Administrators must approve each new user or modification to an existing user. Other actions, such as establishing and maintaining EPA criteria, decisioning pay and no pay Instructions and deleting and reversing Entries will require secondary approval by another ACHieve Access Administrator or user.

ACH RECEIPT AUTHORIZATION SERVICE

The General Terms and Conditions and ACH Services Terms and Conditions are incorporated herein by reference.

Description of Service. ACH Receipt Authorization Service ("ACH Receipt Authorization Service") allows Customer to instruct Citizens to only accept Entries that meet specific criteria defined by customer. All Entries which do not meet Customer defined criteria will be deemed unauthorized and will be suspended and returned. Citizens will not debit or credit an Account in respect of an unauthorized Entry.

Liability for ACH Receipt Authorization Service. Customer acknowledges and agrees that it shall be solely responsible and hold Citizens harmless for each Entry posted to an Account (or rejection of an Entry) in compliance with these Terms and Conditions, whether or not any such Entry was actually authorized.

Authorizations and Effect of Authorizations. The Customer shall designate, in the applicable ACH Receipt Authorization Service Request (or by such other means as are acceptable to Citizens) which categories or types of Entries are authorized on an Account (each such designation, an "Authorization"). Citizens has no obligation or liability to Customer for failure to act upon an Authorization unless it is received by Citizens in an agreed upon format and Citizens has had a reasonable opportunity to process such Authorization. An Authorization will remain effective through the Banking Day immediately following its modification or cancellation by Customer.

Additional Customer Representations, Warranties and Covenants. In addition to any applicable representations, warranties and covenants contained in the General Terms and Conditions, the Account Agreement, and any other agreement between Customer and Citizens, Customer represents and warrants to, and covenants with, Citizens that, with respect to each Entry returned by Citizens pursuant to the ACH Receipt Authorization Service, Customer has not authorized the Originator thereof to originate such Entry or Customer has revoked its prior authorization to such Originator. Customer is solely responsible for documenting any revocation of a prior authorization and, upon Citizens' request, will promptly furnish to Citizens evidence of such revoked authorization.

UNIVERSAL PAYMENT IDENTIFICATION CODE (UPIC) SERVICE

The General Terms and Conditions are incorporated herein by reference.

Description of Service. The Universal Payment Identification Code (UPIC) Service allows the masking of a Citizens account number to protect Customer's banking information. Customers using the UPIC Service will be assigned a unique account number and routing/transit number to be used to receive credit payments through the ACH Network. This Service will only allow a debit Entry to support a reversal or return of a received credit Entry.

Liability of Universal Payment Identification Code Service. Each time Customer publishes its UPIC as part of its electronic (ACH) payment instructions, Customer authorizes Citizens, to translate the UPIC assigned to the Customer in order to post the Entry to Customer's Citizens Account. Customer agrees to comply with the Nacha Rules that govern all ACH Entries.

Termination of Service. In addition to, and not in limitation of, the rights contained in the General Terms and Conditions, Customer may terminate this Service by delivering a notice of the de-activation of UPIC or request to release a UPIC, which will become effective on or

about the sixth business day following receipt by Citizens.

MONEY TRANSFER SERVICES

The General Terms and Conditions are incorporated herein by reference.

Description of Services. Citizens' Money Transfer Service provides Customer with the ability to move funds from its Accounts at Citizens to accounts at other banks, both domestically and internationally, for immediate settlement through the issuance of Payment Orders or Transfer Instructions.

Defined Terms. As used in this ACH Services Section, the following terms shall have the meanings set forth below:

- a) **Forwarding Bank** means the financial institution that, upon receipt of a Transfer Instruction from an Originator, transmits a Request for Transfer via the SWIFT Network to Receiving Bank.
- b) **Interbank Agreement** means an agreement by and between two financial institutions governing the transmission, receipt, and execution of Requests for Transfer.
- c) **International Payment Order** means a Payment Order denominated in U.S. dollars or a foreign currency and transmitted to Beneficiary's Bank for the account of a Beneficiary located outside of the United States.
- d) **Request for Transfer** means an Instruction initiated by a Transfer Instruction Originator which is sent via the Forwarding Bank for onward transmission as a SWIFT MT 101 message to the Executing Bank with the intent of the Instruction being executed by the Executing Bank.
- e) **Standing Transfer Order** or **STO** means a series of Payment Orders which, once established automatically transfers a pre-determined amount of funds to the same beneficiary in accordance with a set schedule.

Authorization and Security Procedures

Authorized Initiators. Customer agrees to give Citizens written notice (in the Service Request or in any other document acceptable to Citizens) of the names of Authorized Initiator(s) of Payment Orders or Transfer Instructions. Customer may also set transaction limits for Payment Orders or Transfer Instructions generally or for specific Authorized Initiators. Citizens may rely on the authority of an Authorized Initiator until Citizens has received written notice to the contrary from Customer and has had a reasonable opportunity to act such notice. Customer acknowledges that Citizens requires a reasonable time period to act on any designation of an Authorized Initiator, including any changes to any such designations. Citizens may, in its sole discretion, refuse to accept any given individual as an Authorized Initiator, or may require further documentation in form and substance acceptable to Citizens.

Customer further acknowledges and agrees that any individual with the authority to withdraw funds from any Customer account has the ability to withdraw monies from such account to fund a Payment Order or Transfer Instruction, even if such signatory is not identified as an Authorized Initiator.

Customer agrees that Citizens may deem any Payment Orders or Transfer Instructions made through the System to be duly authorized by an Authorized Initiator. Customer bears sole responsibility for restricting the use of the System to authorized individuals and placing limits on the amount of Payment Orders entered by the various users of the System as well as the number of users required to initiate a Payment Order.

Money Transfer Security Procedures. All Payment Orders or Transfer Instructions and all cancellations and amendments of Payment Orders or Transfer Instructions shall be subject to the Security Procedure selected by Customer pursuant to the applicable Service Request. Customer expressly agrees that the Security Procedure selected by it is commercially reasonable, even if other commercially reasonable Security Procedures are offered, but not chosen, by Customer. Customer agrees to be bound by any Payment Order or Transfer Order, whether or not authorized, issued in Customer's name (including the name of any Authorized Initiator), and accepted by Citizens in compliance with the selected Security Procedure. Customer expressly acknowledges and agrees that Customer shall be responsible for all Payment Orders or Transfer Instructions submitted to Citizens in conformity with the agreed upon Security Procedures and that a Payment Order or Transfer Instruction shall not be deemed to be: (a) unauthorized, if such Payment Order or Transfer Instruction is accepted by Citizens in good faith and in compliance with any then applicable Security Procedures, or (b) erroneous, if executed in conformity with Customer's instructions. Customer may choose a new Security Procedure by notifying Citizens in writing. Such new Security Procedure will be effective after Citizens has had a reasonable opportunity to act on such notice, and to establish the new Security Procedure. Citizens will continue to use the existing Security Procedure until such time as the new Security Procedure has been implemented.

Security Devices. All Authorized Initiators are required to have their own unique encrypted Security Device. Separate and distinct Security Devices may be required to effect domestic and international transactions. Security Devices will be reissued on an annual basis. Customer shall keep the Security Device confidential and shall not reveal the Security Device to any person other than the applicable Authorized Initiator. Customer shall notify Citizens immediately if Customer believes that the Security Device has been breached or otherwise compromised. Loss or compromise of a Security Device will result in the inability to initiate Payment Orders until a new

Security Device has been issued.

Rules Governing Payment Orders. All Payment Orders or Transfer Instructions shall be submitted to Citizens in conformity with the agreed upon Security Procedures and Citizens shall have no obligation to process any Payment Order or Transfer Instruction which is not delivered to Citizens in conformity with the agreed upon Security Procedures.

A Payment Order shall not be deemed to be:

- a) unauthorized if such Payment Order or Transfer Instruction is accepted by Citizens in good faith and in compliance with any then applicable Security Procedures, or
- b) erroneous, if executed in conformity with such Payment Order or Transfer instruction

Customer's Instructions. Citizens is entitled to rely on the Instructions provided by Customer hereunder. Citizens may rely upon each identification number provided by Customer as the proper identification of the Beneficiary, the Beneficiary's Bank, and any intermediary bank(s), respectively.

Inconsistent Instructions. Citizens shall not be required to accept any Instructions from Customer that are: (i) inconsistent with the terms set forth herein, or (ii) received by Citizens at a time or in a manner that does not allow Citizens a reasonable opportunity to act upon them before the Payment Order or Transfer Instruction is executed by Citizens.

Inconsistency of Name or Number. The Beneficiary's Bank may make payment to the Beneficiary based on the identification number, even if it identifies a person different from the named Beneficiary. If Customer does not provide Citizens with an identification number for a Beneficiary, Citizens may, in its discretion, execute the Payment Order based on the Beneficiary's name only.

Instructions for Repetitive Payment Orders. A Repetitive Payment Order is a Payment Order issued on a regular basis by using a confidential code number or other Security Procedure and relating to the same Beneficiary and the same account maintained by or for the benefit of such Beneficiary at the Beneficiary's Bank. Customer shall provide the following written Instructions to Citizens in order to establish Repetitive Payment Order(s):

- a) the Account to be debited for the Payment Order or Transfer Instruction;
- b) the Beneficiary's name, the Beneficiary's address, and the name of the Beneficiary's bank and any intermediary bank(s);
- c) the identification numbers of the Beneficiary, the Beneficiary's Bank and any intermediary bank(s);
- d) the ABA number, CHIPS identification number or SWIFT identification code of the Beneficiary's bank and any intermediary bank(s), if different from the identification number;
- e) and any other information required by Citizens.

At the time Customer initiates each Repetitive Payment Order or Transfer Instruction, Customer shall provide Citizens with:

- (i) the amount of the Payment Order or Transfer Instruction,
- (ii) the date on which Customer desires Citizens to execute the Payment Order or Transfer Instruction, and
- (iii) the Security Device that Citizens previously provided to Customer in connection with the Repetitive Payment Order or Transfer Instruction.

Instructions for Non-Repetitive Orders. Customer must provide the following written instructions to Citizens at the time Customer initiates a Non-Repetitive Payment Order or Transfer Instruction:

- a) the dollar amount of the Payment Order or Transfer Instruction;
- b) the Account to be debited to fund the Payment Order or Transfer Instruction;
- c) the Beneficiary's name, the Beneficiary's address, and the name of the Beneficiary's bank, and any intermediary bank(s);
- d) the identification numbers of the Beneficiary, the Beneficiary's bank, and any intermediary bank(s);
- e) the ABA number, CHIPS identification number or SWIFT identification code of the Beneficiary's bank and any intermediary bank(s), if different from the identification number;
- f) the date on which Customer desires Citizens to execute the Payment Order or Transfer Instruction; and
- g) any other information required by Citizens.

Instructions for Standing Transfer Orders. Customer shall provide the following written Instructions to Citizens in order to establish a Standing Transfer Order (STO):

- a) the Account to be debited for the Payment Order or Transfer Instruction;
- b) the Beneficiary's name, the Beneficiary's address, and the name of the Beneficiary's bank and any intermediary bank(s);

- c) the identification numbers of the Beneficiary, the Beneficiary's bank, and any intermediary bank(s);
- d) the ABA number, CHIPS identification number or SWIFT identification code of the Beneficiary's Bank and any intermediary bank(s), if different from the identification;
- e) the schedule pursuant to which Customer desires Citizens to execute the STO;
- f) the amount of the STO; and
- g) any other information required by Citizens.

Form of Payment Order or Transfer Instruction. Customer shall issue Payment Orders (as well as cancellations and amendments of Payment Orders) in accordance with the terms set forth herein and in the Service Request, including the applicable Security Procedures. Failure by Customer to comply with a Security Procedure or the inability of Citizens to confirm a Security Procedure shall relieve Citizens of all obligation to act upon such Payment Order and of all liability for not acting upon such Payment Order.

Amending or Canceling Payment Orders and Transfer Instructions. Customer acknowledges and agrees that no cancellation or amendment of a Payment Order shall be effective unless such cancellation or amendment is communicated to Citizens in a manner and at a time that provides Citizens with a reasonable opportunity to act on such cancellation or amendment.

Citizens shall be under no obligation to cancel any Transfer Instruction after it has been received, although Citizens shall attempt to act on a request from Customer for cancellation of a Transfer Instruction prior to issuing a Request for Transfer to the Executing Bank, but Citizens shall have no liability to Customer if it fails to cancel such Transfer Instruction.

Accounts and Overdrafts. Customer shall ensure that there are a sufficient immediately available funds to pay in full all Payment Orders or Transfer Instructions plus any applicable fees and charges. Customer authorizes Citizens to debit the Account in the amount of each Payment Order or Transfer Instruction plus any applicable fees and charges. Customer shall not issue (or amend) any Payment Order or Transfer Instruction in an amount greater than the collected and immediate available balance in the Account. **If there are insufficient withdrawable funds in the Account, Customer authorizes Citizens to debit any other account held by Citizens in the name of Customer.** Citizens may debit the Account or any other account, even if the debit creates or increases an overdraft in the Account or other account. In the event that an overdraft is created or increased, Customer shall cause sufficient available funds to pay the amount of the overdraft to be deposited into or credited to the Account or other account by the close of that Banking Day according to the terms of the Account Agreement.

Intermediary Banks. If Customer fails to designate a specific intermediary bank, Customer hereby directs Citizens, on Customer's behalf, to select such intermediary bank as Citizens in its sole discretion determines is reasonable and convenient given the circumstances. Customer shall be responsible for any fees or charges imposed by an intermediary bank, whether or not such intermediary bank was selected by Customer. If Customer designates one or more intermediary bank(s), Citizens will route the Payment Order or Transfer Instruction through the designated intermediary bank(s). Customer acknowledges that, notwithstanding Customer's designation of one or more intermediary bank(s), Citizens may route the Payment Order or Transfer Instruction through another intermediary bank prior to the Payment Order or Transfer Instruction reaching the intermediary bank(s) designated by Customer and Customer agrees to be responsible for any additional fees and charges which are incurred as a result. Customer assumes the risk of insolvency of any intermediary bank(s) and that such intermediary bank(s) may be prohibited by law from refunding payment to Customer.

International Payment Orders

Foreign Exchange Payment Orders. Citizens may make available to Customer the ability to initiate International Payment Orders or Transfer Instructions. Citizens shall give Customer, on request, a list of approved currencies for International Payment Orders or Transfer Instructions. Such list is subject to change immediately without notice. If Citizens accepts an International Payment Order or Transfer Instructions, Customer shall pay Citizens the equivalent amount in United States currency at Citizens' then-applicable selling rate of exchange for such foreign currency. Citizens will debit the appropriate Account to satisfy this obligation.

Execution of Payment Orders

Citizens Discretion to Execute Payment Orders and Cut-off Time. Citizens shall, in the manner described below, execute those Payment Orders or Transfer Instructions (and any cancellations of and amendments to such Payment Orders or Transfer Instructions) that comply with the terms set forth herein. Unless otherwise instructed by Customer, Citizens shall use reasonable efforts to execute each such Payment Order or Transfer Instruction received at or before the cut-off time on a Banking Day, on such Banking Day, or, if received after such cut-off time, on the next Banking Day. Citizens may establish different cut-off times for certain transactions and may change each such cut-off time from time to time. Citizens shall assign a transaction reference number to each Payment Order or Transfer Instruction. Notwithstanding the foregoing, Citizens may refuse to execute any Payment Order or Transfer Instruction (or any cancellation or amendment of a Payment Order or Transfer Instruction) (i) that it believes may violate any applicable law, regulation, rule or order, involve any unauthorized or fraudulent transaction, expose Citizens to any risk of loss or injury, or otherwise have an adverse impact upon Citizens, (ii) if Customer has failed to comply with these Terms and Conditions or any other obligation of Customer to Citizens, or (iii) if Citizens is unable to obtain any authorization(s) that Citizens deems necessary or advisable.

Funds Transfer System. Citizens may execute a Payment Order or Transfer Instruction by means of the Fedwire system, SWIFT or other similar electronic transmission, or a transfer between deposit accounts maintained with Citizens and/or its affiliates accomplished by entering such transfer on the books of Citizens and/or its affiliates.

Duty to Identify Unauthorized or Erroneous Payment Orders. Customer shall exercise ordinary care (i) to ensure each Payment Order has been issued by an Authorized Initiator and to identify any errors relating to each such Payment Order or Transfer Instruction, and (ii) to notify Citizens of the facts relating to any unauthorized Payment Order or Transfer Instruction or error immediately after discovering such unauthorized Payment Order or Transfer Instruction or error. Customer shall so notify Citizens no later than fourteen (14) Calendar Days after Citizens notifies Customer that the Payment Order has been executed or the Account has been debited to pay for the Payment Order or Transfer Instruction, whichever is earlier. Customer agrees that, if Customer fails to notify Citizens within such time period and Citizens is required under applicable law to refund all or part of the Payment Order or Transfer Instruction, Citizens shall have no obligation to pay interest to Customer on the amount refunded. If a Payment Order or Transfer Instruction is not authorized by Customer, the liability of the parties will be governed by Uniform Commercial Code Article 4A.

Detection of Errors and Potential Loss for Incorrect Instruction. Citizens is not responsible for detecting any Customer error contained in Payment Order instructions submitted to Citizens. Customer is hereby put on notice that in the event Customer provides Citizens with an incorrect: (i) Beneficiary account number or the name of the Beneficiary and the Beneficiary account number identify different persons, or (ii) Beneficiary bank number or the name of the Beneficiary bank and the Beneficiary bank number identify different banks, in both cases payment may be made solely on the basis of the number and Customer could lose the Payment Order amount.

Indemnification. Customer agrees to indemnify and hold Citizens harmless from and against all claims, demands, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from any error on Customer's part, or any failure on Customer's part to exercise reasonable care, in the provision, transmission or processing of data provided to Citizens or in complying with any Nacha rules or in Citizens' relying on Customer's request and instructions or complying with any obligations under the Electronic Funds Transfer Act, the Office of Foreign Assets Control (OFAC), UCC Article 4A and/or Federal Reserve Board Regulation E or any other applicable law or regulation.

Transfer of Funds Via the SWIFT Network

Overview and Applicability. This subsection governs the transmission of funds transfer Instructions via the SWIFT Network. In its role as Forwarding Bank, Citizens will receive Transfer Instructions from a Transfer Instruction Originator and transmit via the SWIFT Network a Request for Transfer to the Receiving Bank. In its role as Receiving Bank, Citizens, upon receipt of a Request for Transfer from a Forwarding Bank, shall execute such Request for Transfer by debiting Customer's Account and transferring such funds to the Beneficiary or the Beneficiary's Bank for credit to the Beneficiary. Customer may, through a Transfer Instruction Originator, issue Transfer Instructions and where Citizens is acting as Forwarding Bank, the rules governing the issuance, amendment and cancellation of Transfer Instructions shall be the same as for the issuance, amendment, and cancellation of Payment Orders.

- **Transfer Instruction Originators.** Each Transfer Instruction Originator shall, if it issues a Transfer Instruction to a Forwarding Bank, be deemed to have consented to these Terms and Conditions and shall both benefit from and be bound by the terms applicable to Customer as set forth herein. Customer shall inform each Payment Order or Transfer Instruction Originator of the existence of these Terms and Conditions and make a copy of these Terms and Conditions available to each such Transfer Instruction Originator prior to such Transfer Instruction Originator issuing a Transfer Instruction to a Forwarding Bank. Customer shall deliver to Citizens a completed Service Request or other documentation satisfactory to Citizens identifying each Transfer Instruction Originator and evidencing such Transfer Instruction Originator's authority to issue Transfer Instructions to Citizens. Any notice and/or communication which Citizens is required by the Agreement or the Terms and Conditions to provide Customer can be provided to any Transfer Instruction Originator, and each such notice provided by Citizens shall be deemed to constitute notice to Customer and all other relevant parties. All such Transfer Instruction Originator(s) shall be subject to the same rights and restrictions as Authorized Initiators.
- **Processing Transfer Instructions.** Customer agrees that all Transfer Instructions received by Citizens from a Transfer Instruction Originator shall be subject to the terms and conditions relating to Payment Orders generally.
- **Requests for Transfer.** Customer agrees that all Requests for Transfers received by Citizens from a Forwarding Bank shall be subject to the following terms and conditions:
 - a) Customer hereby authorizes Citizens to accept any Request for Transfer received from a Forwarding Bank pursuant to the Interbank Agreement purporting to relate to the Account and process such Request for Transfer in accordance with the Interbank Agreement so that the Request for Transfer is executed in accordance with the Instructions contained therein, even if such transfer shall result in an overdraft in the Account.
 - b) Customer hereby authorizes Citizens to debit the Account with variable amounts on variable days as instructed by a Forwarding Bank pursuant to all applicable Requests for Transfers.
 - c) Customer, the Payment Order or Transfer Instruction Originator and the Forwarding Bank shall be responsible for the

accuracy and correctness of all Requests for Transfer in respect of any Account and correct delivery of a Request for Transfer to Citizens within any time constraints that may apply to the execution of such Request for Transfer by Citizens.

- d) Customer hereby authorizes Citizens to act upon all Requests for Transfer from a Forwarding Bank without taking any steps to ensure the authenticity of any Transfer Instructions giving rise to such Request for Transfer, or the authority of the persons giving any such Payment Orders or Transfer Instructions, notwithstanding that such Payment Orders or Transfer Instructions may conflict with or are in any way inconsistent with any other Instruction received by Citizens from Customer, a Payment Order or Transfer Instruction Originator or a Forwarding Bank, such authority to survive any termination of the agreement in respect of any Request for Transfer received by Citizens from a Forwarding Bank during a period of notice in respect of such termination.
 - e) Citizens shall not be required to investigate or verify any Payment order or Transfer Instruction, or the application of any sum withdrawn or to be withdrawn from the Account by virtue of any Request for Transfer received from or purporting to be from a Forwarding Bank in accordance with the terms of the relevant Interbank Agreement and Citizens shall not be required to make any inquiries whatsoever in respect thereof. Citizens shall be entitled to treat all such Requests for Transfer as being duly authorized by the Payment Order or Transfer Instruction Originator and to make a transfer in accordance with such Requests for Transfer, and the authorization in these Terms and Conditions (or any related Service Request) exists irrespective of any other mandates, powers of attorney, proxies or authorizations that may be in existence or may apply to signatories authorized to sign paper-based transactions or transactions delivered via other electronic means outside the Agreement.
 - f) Customer agrees that it will now, and at all times hereafter, unconditionally ratify Citizens' actions taken in accordance with any Request for Transfer received from a Forwarding Bank.
 - g) Citizens may in its absolute discretion and without incurring any liability whatsoever refuse to implement a Request for Transfer for any reason and will attempt, but shall not be obliged, to notify Customer of such refusal. Citizens shall have no obligation to Customer to repair any Request for Transfer it receives from a Forwarding Bank in respect of any Account; but Citizens may, in its absolute discretion, endeavor to repair any Request for Transfer. If Citizens rejects or suspends any Request for Transfer pursuant to the Interbank Agreement, Citizens shall have no obligation to Customer in respect of such Request for Transfer. The Forwarding Bank shall be responsible for informing the Transfer Instruction Originator promptly of any rejections or suspensions.
 - h) Citizens shall be under no obligation to cancel any Request for Transfer after it has been received although Citizens shall attempt to act on a request from the Forwarding Bank or the Customer for cancellation of such an Instruction prior to executing such Request for Transfer, but Citizens shall have no liability to Customer if it fails to cancel such Request for Transfer.
 - i) Neither Customer nor the Transfer Instruction Originator shall create indebtedness to Citizens by initiating any Request for Transfer except with the prior consent of Citizens. If any unauthorized indebtedness is created as a result of Citizens executing a Request for Transfer, Customer must provide Citizens with covered funds on demand by the close of business on the day of demand.
 - j) Citizens reserves the right to reverse any transfers made if, in Citizens' reasonable opinion, the circumstances so require, and Citizens shall have no liability to Customer or to the Beneficiary as a result of such reversal.
 - k) In the event of any inquiries concerning the execution of Transfer Instructions by the Forwarding Bank, Customer confirms that it shall liaise directly with the Forwarding Bank.
- **Processing Requests for Transfer.** Upon receipt of a Request for Transfer from a Forwarding Bank, Citizens is entitled to rely on such Request for Transfer. Citizens may rely upon the information contained in each Request for Transfer as the proper amount to debit the Account and credit to the Beneficiary. In addition, Citizens may make payment to the Beneficiary's Bank based on the Beneficiary's account number, even if it identifies a person different from the named Beneficiary. If a Request for Transfer does not provide Citizens with an account number for a Beneficiary, Citizens may, in its discretion, execute the Request for Transfer based on the Beneficiary's name only. Citizens shall not be required to accept any Requests for Transfer from a Forwarding Bank which are (i) received from a Forwarding Bank which is not party to an Interbank Agreement with Citizens, or (ii) cannot be executed by Citizens in accordance with such Interbank Agreement. Citizens shall only process Requests for Transfer which comply with the terms of applicable Interbank Agreement and the rules and regulations of the SWIFT Network. The processing of Requests for Transfer shall be subject to the same rules regarding the processing of Payment Orders or Transfer Instructions.
 - **SWIFT Representations and Warranties.** Customer hereby represents and warrants to Citizens (i) that it has entered into all agreements that each Forwarding Bank may require such that all Transfer Instruction Originators are authorized to issue Payment Order or Transfer Instructions to such Forwarding Bank and such Forwarding Bank is authorized by Customer to transmit Requests for Transfer to Citizens, and (ii) that it will comply with all rules promulgated by SWIFT used by Citizens and other Forwarding Banks in connection with the transmission and execution of Requests for Transfers and that it has all licenses and complies with all formalities necessary for all Transfer Instructions and the Requests for Transfer to which such Transfer Instructions are related.

Exchange of Information. Notwithstanding anything in the Agreement or any other agreement between Customer and Citizens,

Customer hereby authorizes Citizens to send details of these Terms and Conditions to any Forwarding Bank and to disclose to any Forwarding Bank any and all information about Customer, every Originator and the Account that the Forwarding Bank requests in respect of any of the services it provides to Originator and Customer or which it may otherwise receive as a result of acting as a Forwarding Bank in relation to an Originator's Transfer Instructions.

ACCESSOPTIMA® SERVICE

The General Terms and Conditions are incorporated herein by reference.

Description of Services. Citizens' accessOPTIMA System provides Customer with an internet interface through which Customer may access Account balances and other information to electronically issue Instructions with respect to certain Services set forth below. The specific Services available to Customer through the accessOPTIMA System will be determined based upon the Modules selected by Customer and the Accounts Customer designates as associated with a given Module within the System. More detailed information about the functionality of each Module can be found in the applicable User Guide(s).

Customer may customize access to the System by instructing its Primary and Secondary Administrators to prohibit or limit System users from accessing one or more of the available Modules. User access to the System and to the various Modules within the System is under the sole control of Customer through its Primary and Secondary Administrators. Customer acknowledges and agrees that any use of a Module constitutes Customer's acceptance of the terms and conditions governing such Module's Service (including as may be set forth in any applicable User Guide(s)) and that it shall be liable for all fees and charges associated with use of such Module.

Primary Administrator. The Primary Administrator may be changed at any time by the Customer in writing to Citizens by a Duly Authorized Person which shall take effect only after Citizens has had a reasonable amount of time to act thereon. Citizens shall deliver Security Devices, including soft or hard tokens, only to the Primary Administrator. The Primary Administrator shall have the authority and responsibility, on behalf of Customer, to manage all assigned Security Devices including but not limited to requesting additional Security Devices; receiving and providing receipts for sealed Security Devices; limiting access using a specific Security Device to specific Modules or Accounts; and canceling or disabling Security Devices.

Subject to the approval of a Secondary Administrator (if applicable), a Primary Administrator has the authority to allow individual access to the System by providing users with unique user IDs and passwords as well as to manage and control a user's individual authority within the System, as may be required or desired depending on the nature of the Service. A Primary Administrator also has the authority (which may be subject to the approval of the Secondary Administrator) to add or remove or to delegate their full authority to additional individuals referred to as "Selected Administrators." All references to Primary Administrator herein shall include any individuals appointed as Selected Administrators.

accessOPTIMA MODULE DESCRIPTIONS AND REQUIREMENTS

i. REPORTING MODULE

Reporting. The Reporting Module provides Customer with electronic access to summary and detailed information concerning transactions for any eligible Account as designated by Customer. Transaction information may consist of historical, current, and pending transaction information as well as Account statement(s) and images. The information may be viewed on a computer or mobile device.

Scheduled Export Service. This Service permits Customer to request that Citizens transmit transaction and reporting information to its authorized user(s) via email. By accessing Scheduled Export within accessOPTIMA, Customer is subscribing to the Scheduled Export Service as well as instructing and authorizing Citizens to send Account or Customer related or other potentially sensitive information via email. Customer assumes sole responsibility for report recipients and understands that report contents are generated based on the Account entitlements of the user creating the Scheduled Export and not the entitlements of the users receiving the report. Customer acknowledges that Citizens will use reasonable efforts to deliver the reports to Customer daily or as otherwise scheduled, but Citizens shall not be liable to Customer for its failure to do so. Reports sent by Citizens as part of the Scheduled Export service are one-way communications. Customer acknowledges and agrees that Citizens shall not be liable for any claims or losses arising out of the Scheduled Export Service.

ii. PAYMENT & TRANSFER MODULES

Wire Transfer Initiation permits customer to initiate non-repetitive and repetitive Payment Orders from any eligible Account designated by Customer. Customer agrees that use of this Module is subject to Customer's compliance with the terms and conditions governing the Money Transfer Service. The applicable Security Procedures to determine whether a Payment Order initiated through the Wire Transfer Module is authorized will be the Security Procedures governing user access to the System and the Wire Transfer Module.

Use of the Wire Transfer Module to Affect Federal Tax Payments contains a Federal tax payment template which can be used by Customer to assist in formatting Payment Orders when making Federal tax payments. Customer acknowledges and agrees that it shall assume all liability for failure to assign the correct tax code when initiating Payment Orders to affect payment of Federal tax liabilities. In instances where Customer wishes to make a Federal tax payment associated with a particular tax code that is not available on the Federal tax payment template within the accessOPTIMA System, Customer will have to affect the tax payment via a domestic wire

payment type. Customer agrees to hold Citizens harmless for all fees, charges and penalties assessed for failure to meet a Federal tax payment deadline in all instances where Customer submitted its payment Instruction to Citizens after the applicable cut off time for processing Payment Orders on that same Banking Day. Federal tax payment requests received after the cut-off time will be processed on the next Banking Day.

Multibank Payment (SWIFT MT101 - Request for Transfer) allows Customer to initiate a SWIFT Request for Transfer message (MT101). Customer agrees that use of this Module is subject to Customer's compliance with the terms and conditions governing the Money Transfer Service including those terms governing the Transfer of Funds Via the SWIFT Network.

ACH Origination. The Automated Clearing House Origination Module permits Customer to initiate electronically, individually or in batch, transfers from and/or payment requests to any eligible Account designated by Customer using an ACH system that handles such transfers including payroll transactions, Federal and State tax payments, and other permitted payment transactions. Customer agrees that use of the ACH Origination Module is subject to Customer's compliance with the terms and conditions governing the ACH Service.

Premium ACH. Authorized customers of accessOPTIMA can elect to utilize Premium ACH payments within the accessOPTIMA ACH module. Customers that pay vendors who are pre-enrolled in the Paymode network will be eligible to earn a rebate on such payments. The rebate amount will be determined based upon such vendor's transaction fee structure in the Paymode network. Reporting on rebates will be made available to Customer within accessOPTIMA. Rebates will be paid electronically on a monthly basis to the designated Account identified by the Customer. Customer agrees that use of the Premium ACH Module is subject to Customer's compliance with the applicable terms and conditions governing the Paymode-X Service.

Real-Time Payments. The Real-Time Payments Module permits Customer to initiate and receive payments, payment acknowledgement messages, requests for information regarding payments, and requests for payments from eligible Persons, which includes the ability to send payments to eligible Customer accounts with other participating institutions. Customer agrees that use of the Real-Time Payments Module is subject to Customer's compliance with the terms and conditions governing the Real-Time Payments service.

Loan Payments & Advances Module permits Customer to initiate electronic payments to, or request advances from, an eligible Citizens' loan enrolled in the System with the payments being made from, or advances credited to, an eligible Account enrolled in the System by Customer. Not all Citizens' loans are eligible to be enrolled in the Loan Payment & Advance Module and any loan payments or advances initiated using this Module will be governed by the current terms of the underlying credit agreement and related loan and security documents. Eligible loan payments terms include standard payments (invoice payments) or principal only payments. Note that the Loan Payments and Advances Module does not permit payments to non-Citizens loans and/or advances to non-Citizens accounts.

Account Transfers permits Customer's users to make internal transfers of funds between any eligible Account(s) at Citizens as designated by Customer. The Account Transfer Module does not permit funds to be transferred outside of Citizens.

Stop Payment & Check Inquiry permits Customer to perform electronically any of the following activities with respect to any eligible Account enrolled in the Module: Paid Check Inquiry; Stop Payment Initiation; and Stop Payment Status Inquiry. Stop Payment orders initiated using this Module will be governed by the terms of the Account Agreement.

E-Z Deposit allows Customer to create digital images of paper-based checks, drafts, or other negotiable instruments it wishes to deposit with Citizens. If selected, Customer's user(s) may also include paper-based checks in ACH conversion to any eligible check conversion Standard Entry Class Code as defined by Nacha. Customer agrees that use of this Module is subject to Customer's compliance with the terms and conditions governing the E-Z Deposit Service.

Responsibilities of Customer. Customer must review the status of Payment Orders and/or Deposit File batches via accessOPTIMA® to ensure all payments are completed satisfactorily.

iii. FRAUD / RISK MANAGEMENT MODULES

Positive Pay Module permits Customer to send and receive issue data (the serial numbers, amounts, issue date, and, for Payee Positive Pay subscribers, the payee name(s)), receive a report on Suspect Items, and make pay/no pay decisions online. To use this Module, Customer must also subscribe to the Account Reconciliation Services and must comply with all terms and conditions governing the Account Reconciliation Service.

Reverse Positive Pay Module permits Customer to receive a report on Items presented for payment and make pay/no pay decisions online. To use this Module, Customer must also subscribe to the Account Reconciliation Services and must comply with all terms and conditions governing the Account Reconciliation Service.

iv. PAYMENT AUTOMATION MODULE

Payment Automation allows Customer to transmit payment Instructions and check issue data electronically to accessOPTIMA System to initiate ACH, Wire Transfer or Account Transfer payments or to create check issue/void entries via established sFTP connection. The System converts the Instructions from the transmitted format to the standard on-screen System format allowing for dual payment control.

Customer Responsibilities. It is Customer's responsibility to ensure: (i) the accuracy and completeness of all data and other information

contained in each file transmitted to System, (ii) that the file transmission utilized in these procedures that reside at Customer's place of business can only be accessed and utilized by persons so authorized to do so and that these files are further protected from duplication or theft, and (iii) that the System user created by Citizens for the transmission of files is monitored by the Administrators. Customer agrees to send correctly formatted, computer readable files with Instructions that include all required data elements for payments and Items as established in these Terms and Conditions and applicable User Guide(s). Payment file Instructions received by Citizens shall be deemed to be received from Customer for processing without further verification by Citizens. Citizens shall not be liable for honoring or acting upon them, and Customer expressly agrees to indemnify and to hold Citizens harmless from and against any claim or loss arising out of honoring or acting upon any Instructions received, including but not limited to, if such Instructions are received with inaccurate or missing data.

File Acknowledgements. Citizens recommends that Customer utilize file-level and transaction-level acknowledgments, when available, to confirm that all payment Instructions transmitted to System were authorized and correct. For non-Nacha file transmissions, acknowledgments are sent to Customer in the corresponding format upon receipt of a payment file. For Nacha file transmissions, Citizens recommends Customer utilize the Alert Service (described below). It is Customer's responsibility to timely review the applicable acknowledgments for any unauthorized or erroneous payment Instructions, and to contact Citizens immediately in the case that Customer identifies an unauthorized or erroneous payment Instruction(s).

V. ADMINISTRATION & SETTINGS

Alert Center provides Customer the opportunity to select various alerts it wishes to receive (each, an "Alert"). Alerts can be selected and setup by an authorized user to be transmitted to an email address or Mobile Device as a text (SMS), on either a reoccurring basis or upon the occurrence of a specified event (such event, an "Alert Trigger").

Responsibilities of Customer. Mobile Devices are subject to loss, theft, destruction, and other unforeseen events. As a result, Citizens neither takes responsibility nor assumes any liability, and Customer agrees to assume responsibility and risk of loss for the following:

- a) Any error by Customer in the selection of Alert Triggers and/or use of the Alert Center.
- b) Failure to maintain possession of or protect the security and integrity of a Mobile Device, including but not limited to, a failure to take all reasonable precautions to prevent any unauthorized use or access.
- c) Failure to receive an Alert due to the failure by Customer to: (i) turn on their Mobile Device, (ii) check their Mobile Device, or remain within the Mobile Device's service area.

Customer agrees to provide any additional information as required by Citizens from time to time, for the purpose of making the Alert Service available to Customer.

Alert Service Availability. Cellular and other wireless transmission services and networks are inherently insecure and subject to interruptions, weak or dropped signals and other failures that Citizens has no control over. Citizens neither takes responsibility nor liability for any such suspensions and terminations caused by the actions or inactions of a cellular service provider ("CSP") or by any third-party or occurrence outside of its control.

Alert Delivery. Each Alert will be sent only once. If a user deletes an Alert on their Mobile Device or from their email inbox, it will not be sent again. In addition, some CSPs offer the capability of storing Alerts during periods when a Mobile Device is turned off or otherwise incapable of receiving SMS service and delivering such stored messages when the Mobile Device is turned back on or otherwise regains the ability to receive SMS service. The duration of this storage period may vary from CSP to CSP and some CSPs may not offer this capability as part of their SMS service at all. Customer and each Alert Service user should refer to their CSP carrier agreement for details on the SMS storage capabilities of their SMS service and Citizens is not responsible for any Alerts that are not delivered as a result of a CSP failing to store an Alert.

Additional Exclusions. Citizens shall not be responsible for any failure or delays in the transmission of Alerts and/or the transmission of incomplete messages, where the failure or delay or incompleteness is due to a breakdown or failure of transmission or communication facilities, inherent technological deficiencies, network traffic congestion, or any extraneous factors or causes beyond Citizens' reasonable control. Citizens will not be responsible for any loss or damage caused to Customer's data, software, computer, telecommunications equipment, or other equipment caused by Customer's use of the Alert Services unless such loss or damage is directly and solely caused by Citizens' gross negligence or willful misconduct.

Use and Security of Information. Customer acknowledges and agrees that each Alert will contain Account information relating to the Customer. Please note that by accessing the Alert Center Module, Customer will be indicating to Citizens that it wishes to subscribe to the Alert Service as well as and instructing and authorizing Citizens to send Account-related or other sensitive information over email or CSP's cellular. Customer acknowledges any information sent pursuant to the Alert Service is for Customer's use only and shall not be taken as conclusive evidence of the transaction to which it relates, and it is therefore the responsibility of Customer and each user to verify any information received via an Alert before relying or acting upon it.

Alerts sent by Citizens, as part of the Alert Service, are one-way communications. A user should never respond to an Alert or any other

request either by return SMS or email. Citizens expressly refuses to accept liability for any losses arising out of a user replying to any transmission (whether in the form of an Alert or not) purportedly received from Citizens via the Alert Center, which requests user to provide Account details or other personal or confidential information such as their User IDs or passwords. Any such purported request from Citizens or other irregularity in an Alert or Alert Service should be reported to Citizens immediately.

Service Charges and Other Fees. All Alerts sent to Customer will be charged regardless of whether they were received by Customer so long as the failure to receive such Alerts is not as a result of the willful misconduct or gross negligence of Citizens. Customer shall also be liable to its CSP for payment of such airtime, messaging or other charges which may be levied by the CSP in connection with receipt of Alerts. Citizens has no knowledge of those charges and will not be liable for any such charges.

vi. TERMS GOVERNING USE OF THE accessOPTIMA SYSTEM GENERALLY

System Access and Use. Customer agrees that it will access and use the accessOPTIMA System in accordance with these Terms and Conditions, all applicable Module User Guide(s), and shall only access information pertaining to Customer and its Accounts. The System may be accessed by personal computer or mobile device through the internet using Citizens' home page — www.citizensbank.com — or such substitute or replacement URL as may be made available by Citizens from time to time.

Security Procedures. Each time a user logs into the accessOPTIMA System, the Security Procedures used to validate the identity and authority of that user are the submission of a Company ID, individual user ID and individual user password. A One-Time Passcode (“OTP”) will be required prior to accessing the system for the first time and periodically thereafter, as determined by Citizens from time to time. The OTP will be delivered to the user through a selected channel outside of the accessOPTIMA system that may include email, voice call and SMS message. Citizens will assign Customer a Company ID and provide initial access to the System to Customer's designated Primary and Secondary Administrators. After Customer's Primary and Secondary Administrators have been set up on the System, individual user entitlements are determined by Customer and implemented through Customer's designated Primary and Secondary Administrators. As access to the System, including the assignment of user IDs, initial user passwords and tokens, will be controlled by Customer's Primary and Secondary Administrators, Customer is solely responsible for ensuring the security and confidentiality of all Security Devices issued to its users and Citizens shall not be responsible for any misuse of Security Devices issued to Customer's users.

In addition to validating the identity and authority of the requesting user, in instances where Customer wishes to initiate funds transfers, Citizens' standard Security Procedures also require submission of an RSA SecurID token generated ID and a minimum of two (2) users to validate each transfer when submitting: (a) a wire transfer Instruction (Domestic & International & SWIFT MT101); or (b) an ACH Entry file to Citizens for processing; or (c) a payment using the Real-Time Payments Module.

It is Customer's responsibility to protect the confidentiality of the Security Devices assigned to Customers. Citizens shall be entitled to rely on the accuracy and validity of any Instruction provided, or purported to be provided, by Customer and Customer's employees, agents, or other representatives to Citizens, and shall not be liable for any costs or damages incurred by Customer or any other person in connection with any unauthorized Instructions (unless otherwise required by applicable law). If Customer determines that any Security Procedures have been violated, Customer must immediately notify Citizens. If Citizens receives payment Instructions that do not comply with the Security Procedures, Citizens is under no obligation to process the Instructions. If Customer transfers a Security Device to another individual within Customer's organization, Customer shall so indicate on the accessOPTIMA System, or by other means pre-approved by Citizens.

Dual Approval Feature. Customers are required to utilize the accessOPTIMA Dual Approval feature. The Dual Approval feature adds another layer of review and control over the administration of Customer's accessOPTIMA System activity. In the Dual Approval environment, Instructions input into System and modifications made to the System by the Primary Administrator are not effective until said Instructions or modifications are reviewed and approved by another Administrator. No single Administrator has the ability to independently input Instructions or make modifications to the System.

Authorization. Customer authorizes Citizens to execute all transfers and other transactions initiated using the System in compliance with the then applicable Security Procedures. Further, if an Instruction is issued via the System in accordance with the then applicable Security Procedures, Citizens shall have no duty to investigate whether such Instruction was initiated by an Authorized Initiator.

Customer acknowledges that it is solely responsible for ensuring proper use of the System, security of assigned Security Devices, ensuring the integrity of the Dual Approval feature, and restricting use of the System to Authorized Initiators and agrees that Citizens shall have no liability of (i) misuse of an OTP to gain access to the System, or (ii) Payment Orders initiated by an Authorized Initiator who Customer has designated as having the ability to initiate Payment Orders without requiring secondary approval by another Authorized Initiator.

Other Information. Customer acknowledges and agrees that the System only permits Customer access to information concerning Customer's designated Accounts; to make transfers from such Accounts; and to make stop payment requests only with respect to Items drawn on such Accounts. Customer agrees to notify Citizens immediately in the event that it obtains access through the System to any other accounts or account information.

Financial Information. Customer acknowledges that financial information accessible through the System may not be accurate due to unforeseeable delays, omissions, inaccuracies, or other events outside of Citizens' control which may or may not impact Customer's

Account balances accessible through the System. Customer agrees that Citizens shall have no liability for the accuracy, completeness, timeliness, or correct sequencing of information or for any decision made or action taken by Customer in reliance upon the information, or for interruption of any data, information, or other aspect of the System.

API CHANNEL SERVICES

The General Terms and Conditions are incorporated herein by reference.

Description of Services. Citizens' API Channel Services accepts API (Restful) requests from Customer, processes them based on defined security/routing policies and combines the responses for a simplified user experience.

Customer's use of any Citizens API shall be subject to all terms of use provided on the API Developer Portal and any related User Guide or other documentation made available to Customer from time to time.

The API Channel Services available will be determined based upon the Accounts, underlying Services, and Citizens APIs designated by Customer in the Service Request. Customer shall be liable for all fees and charges associated with use of any Citizens API.

Responsibilities of Customer. Customer is responsible for all information sent through the API Channel Services.

Customer shall appoint an individual Security Contact and an API Administrator, each an "Authorized API Contact". Each Authorized API Contact shall be responsible for Citizens API set-up and implementation using Citizens' API Developer Portal, managing Customer's authorized users and their applicable permissions related to creating, viewing and managing all activity, including, if applicable, Payment Orders initiated and sent to Citizens via the API Channel Services, and otherwise overseeing Customer's use of the API Channel Services. Customer will notify Citizens immediately if a designated Authorized API Contact no longer has the authority granted to such person.

Security Procedures. Citizens API Security Procedures require the use of secure HTTPS (mutual TLS), API Client Key, access token, and whitelisted IPs.

System Access and Use. User access to the Services is under the sole control of Customer through its designated Authorized API Contacts. It is Customer's sole responsibility to create security procedures that are a commercially reasonable method to verify the authenticity of any user within their systems and to ensure that any activity initiated by each user is authorized.

Customer agrees to restrict access to its systems and the API Channel Services to authorized users and acknowledges and agrees that it is solely responsible for (i) ensuring proper use of their systems and the API Channel Service, (ii) managing all user access, entitlements, and permissioning of its employees, (iii) ensuring all activity conducted through the API Channel Services is made only by authorized users, and (iv) for disabling user access to both the API Channel Service and Customer's systems, as applicable.

Customer is solely responsible for the custody, control, and use of (i) all information related to Customer's authorized users and (ii) devices or Security Devices associated with Customer's employees accessing the API Channel Services, regardless of the location of Customer's employees or the device being used. Citizens may revoke Customer access at any time in its sole discretion.

Other Information. Customer acknowledges and agrees that the API Channel Service only permits Customer access to information concerning Customer's designated Accounts and to send Instructions only with respect to Items drawn on such Accounts. Customer agrees to notify Citizens immediately in the event that it obtains access through the API Channel Service to any other accounts or account information.

OUTBOUND DATA REPORTING SERVICES

The General Terms and Conditions are incorporated herein by reference.

Description of Services. At Customer's request, Citizens will transmit balance and transaction information relating to Customer's Citizens Accounts to the Customer or to a third-party vendor acting on behalf of Customer, in a Banking Administration Institute ("BAI") format or BAI data formatted to a SWIFT message on a daily basis.

Customer acknowledges that Citizens will use reasonable efforts to deliver the Outbound Data Reporting File not later than the requested time of delivery, but that Citizens will not be liable to Customer for any delivery after the requested time of delivery.

Customer agrees that the information delivered through Outgoing Data Reporting File Transmission shall be governed by and subject to the provisions of the Account Agreement pertaining to periodic account statements.

ERPCONNECT

The General Terms and Conditions are incorporated herein by reference.

Description of Services. Citizens' ERPConnect Service provides Customer with a plug-in application installed and used as part of Customer's Enterprise Resource Planning or accounting system (herein referred to as "ERP") and access to a companion app, when applicable, through which Customer may access certain Services set forth below.

The Services available will be determined based upon the Accounts and Modules designated by Customer. Use of any Module constitutes Customer's acceptance of the terms and conditions (including as may be set forth in any applicable User Guide(s)) governing such Module's underlying Service. Customer shall be liable for all fees and charges associated with use of any Module.

INFORMATION REPORTING MODULE

- **Previous Day Reporting** provides Customer with electronic access to summary and detailed information concerning historical transactions for any eligible Account designated by Customer.
- **Current Day Reporting** provides Customer with electronic access to summary and detailed information concerning current and pending transactions for any eligible Account as designated by Customer.

PAYMENT & TRANSFER MODULES

- **Wire Transfer Initiation Module** permits Customer to initiate Payment Orders via Citizens' Money Transfer Services to pay domestic and international invoices from any Account designated by Customer.
- **ACH Origination Module** permits Customer to initiate ACH payments to pay domestic and international invoices from any Account designated by Customer.
- **Check Print Module** permits Customer to initiate check payments for domestic invoices utilizing Citizens' CheckMint Service.
- **Account Transfer Module** permits Customer to make internal transfers of funds between Account(s) at Citizens as designated by Customer. The Account Transfer Module does not permit funds to be transferred outside of Citizens.
- **Remittance Advice** permits Customer to have an email notification sent to Customer's vendor with each payment submitted via the ERPConnect Service. The notification will include invoice details such as number, date and amount.
- **Commercial Card Payments Module** permits Customer to pay vendors via their Commercial Card.

CHECK ISSUE MODULE

- **AKA Positive Pay (Account Reconciliation) Module** permits Customer to send issue data (the checks serial numbers, amounts, issue date, and, for Payee Positive Pay subscribers, the payee name(s)).

End User License Agreement. Customer agrees to be bound by the FISPAN End User License Agreement (EULA) which is published by FISPAN Services, Inc. on the following website: <https://support.fispan.com/citizens/eula>

Responsibilities of Customer. Customer must review the status of Payment Orders sent through ERPConnect to ensure all payments are completed satisfactorily.

Customer is solely responsible for segregating banking functions, especially those involving money movement and invoice capture, approval, and payment. Customer acknowledges that segregation of such duties resides entirely on the Customer's ERP.

Customer shall appoint an individual ERPConnect Administrator responsible for installing the ERPConnect plug-in, managing Customer's authorized ERPConnect users and their applicable permissions in the ERPConnect Modules, and otherwise overseeing Customer's use of the ERPConnect Service (including adding and deleting users). Customer will notify Citizens if the designated ERPConnect Administrator needs to be replaced.

Security Procedures. Customer is responsible for managing access to their ERP and for maintaining appropriate security procedures to limit and monitor their employees' use of the ERPConnect Services.

It is Customer's sole responsibility to create security procedures that are a commercially reasonable method to verify the authenticity of any user within their ERP and to ensure that any activity initiated by such user is authorized. Each time a user logs into the ERPConnect Service, the Security Procedures used to validate the identity and authority of that user are the responsibility of the Customer to establish.

System Access and Use. User access to the Services is under the sole control of Customer through its designated ERP administrator(s). ERP administrators, in general, are super users whose access may include the ability to create users, change user credentials or otherwise entitle themselves to any ERPConnect Module or function, including paying invoices.

Customer agrees to restrict access to their ERP and the ERPConnect Service to authorized users and acknowledges and agrees that it is solely responsible for (i) ensuring proper use of their ERP and the ERPConnect Service, (ii) managing all user access, entitlements, and permissioning of its employees (including ERP Administrator(s)), (iii) ensuring payment authorizations are made only by authorized users, and (iv) for disabling user access to both the ERPConnect Service and Customer's ERP as applicable based on Customer need.

Customer is solely responsible for the custody, control, and use of (i) all information related to Customer's authorized users and (ii) devices or Security Devices associated with Customer's employees accessing ERPConnect, regardless of the location of Customer's employees or the device being used. Citizens may revoke Customer access at any time in its sole discretion.

Authorization. Customer agrees that any transfer or Instruction submitted through the ERPConnect Service shall be deemed to be duly authorized and hereby authorizes and directs Citizens to execute all transfers and other transactions initiated using the ERPConnect Service.

Other Information. Customer acknowledges and agrees that the ERPConnect Service only permits Customer access to information concerning Customer's designated Accounts; to make transfers to and from such Accounts; and to send Instructions only with respect to Items drawn on such Accounts. Customer agrees to notify Citizens immediately in the event that it obtains access through the ERPConnect Service to any other accounts or account information.

Financial Information. Customer acknowledges that financial information accessible through the ERPConnect Service may not be accurate due to unforeseeable delays, omissions, inaccuracies, or other events outside of Citizens' control which may or may not impact Customer's Account balances accessible through the ERPConnect Service. Customer agrees that Citizens shall have no liability for the accuracy, completeness, timeliness, or correct sequencing of information or for any decision made or action taken by Customer in reliance upon the information, or for interruption of any data, information, or other aspect of the ERPConnect Service.

INTEGRATED CHANNEL SERVICE

The General Terms and Conditions are incorporated herein by reference.

Description of Services. The Integrated Channel Service allows Customer to transmit, via a secure electronic transmission (or such other means as may be acceptable to Citizens), payment or collection Instructions electronically using an agreed upon format to initiate ACH, wire transfer, CheckMint, PAYMODE-X, RTP, and/or accessAPcard payments in one integrated payment file. Customer may also elect to have Citizens provide payment beneficiaries with Customer's remittance data upon execution of Customer's payment Instructions.

Payment Instructions. To initiate payment instructions with the Integrated Channel Service, Customer is required to send Citizens payment instructions on computer-readable files according to the processing schedule that Customer and Citizens adopt. Customer must select a Security Procedure that includes the encryption of all integrated payment files and prepare each file of payment instructions as a computer-to-computer transmission, using the format Customer and Citizens agree to adopt. The format must contain the data elements required for delivery of the payment services. Customer may include remittance data Customer wants Citizens to send to Customer's payment beneficiaries and other information Customer and Citizens agree is required.

Use of Integrated Channel Service to Effect Federal or State Tax Payments. Customer acknowledges and agrees that it shall assume all liability for use of the Integrated Channel Service to initiate wire transfers effecting payment of Federal or State tax liabilities. Citizens recommends that if Customer wishes to make a Federal or State tax payment via wire transfer, it employs an alternative means to instruct Citizens such as those available under Citizens' Money Transfer Service. Customer agrees to hold Citizens harmless for all fees, charges and penalties assessed for failure to meet a Federal or State tax payment deadline in respect of all Federal or State tax payments made by wire transfer in all instances where such Federal or State tax payments were affected by issuing an Integrated Channel file to Citizens.

SmartRouter for RTP. By electing SmartRouter for RTP Customer authorizes and directs Citizens to process all eligible payments in a payment file via Real Time Payment ("RTP"), regardless of the payment method identified in the payment Instruction. Customer may

choose to exclude certain payments from the SmartRouter for RTP service by following the instructions outlined in the User Guide provided during onboarding. Any such opted out payments shall be processed in accordance with the applicable payment Instruction.

Customer acknowledges that all transactions processed by RTP through SmartRouter for RTP are subject to the applicable Real-Time Payments Service Terms and Conditions, including the risks identified therein. By utilizing the SmartRouter for RTP service, Customer is accepting such risks and agrees to comply with the Real-Time Payments Service Terms and Conditions and the RTP Operating Rules as published by The Clearing House. Customer understands and agrees that RTP payments are final and irrevocable once processed, and are not subject to stop payment, reversal, or recall by Citizens or any third party. Customer acknowledges and agrees that it will be responsible for RTP fees for payments processed by RTP through SmartRouter for RTP and that those fees may be more or less than the original payment method.

Customer shall indemnify and hold Citizens harmless from and against any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs) resulting from Citizens' application of SmartRouter for RTP to any payment Instructions, including, without limitation, Customer's failure to opt out any payment Instruction for which the original method of payment is required.

Security Procedure. In addition to other Security Procedures applicable to Customer, Citizens makes the following Security Procedure(s) available to Customers for purposes of authenticating payment instructions issued to Citizens in Customer's name:

PAYMENT FILE ACKNOWLEDGMENTS

Payment File Acknowledgments. Payment File Acknowledgments involve Citizens sending Customer an EDI 997, EDI 824, ISO 20022 pain.002 and/or Human Readable report advising of formatting errors and positive/negative feedback on the ability to process transactions within the payment file. Citizens recommends that Customer utilize file-level and transaction-level acknowledgments to confirm that all payment instructions transmitted to Citizens were authorized and correct. Citizens will send Customer the acknowledgment in an agreed upon format upon payment file receipt and processing. If a transaction cannot be processed after an acknowledgment has been issued, Citizens shall notify Customer in accordance with Citizens' procedures for the specific payment process. It is Customer's responsibility to create a process that uses these acknowledgments to identify unauthorized or erroneous payment instructions and contact Citizens immediately in the case that Customer would like Citizens to recall any payment instructions. Payment recalls will be performed on a best effort basis and will depend significantly on the payment type and time elapsed from the time of payment file processing to when Customer notified Citizens of its desire to recall specified payment(s).

Payment file instructions received by Citizens shall be deemed to be received from Customer for processing. Citizens shall not be liable for honoring or acting upon, and Customer expressly agrees to indemnify and to hold Citizens harmless for any claim or loss arising out of honoring or acting upon any instructions received, including, but not limited to, instructions with inaccurate or missing instructions, and without regard to the Security Procedure elected by Customer.

CONTROL TOTAL PROCEDURE

Control Total Submission: In this Security Procedure, Control Total files are submitted by Customer and used to confirm and validate the transactions in the corresponding payment file. Each time Customer submits a payment file to Citizens for processing, Customer must also submit a corresponding Control Total file. Customer submits Control Total files in the same manner as payment files. If Customer has elected Control Total Submission Security Procedure, Citizens will not process a payment file unless and until it has received a corresponding Control Total file.

Validation of Control Totals: Upon receipt of a payment file and its corresponding Control Total file, Citizens will calculate Control Total data elements based on the payment instructions in the payment file and compare them against the data elements contained in the Control Total file submitted by Customer. In the event there is a mismatch between the Control Total(s) submitted by Customer and those calculated by Citizens, Citizens will provide written notice to Customer via an email transmission to an email address Customer has designated to Citizens as authorized to receive such notice. Customer must ensure the security and integrity of such email address and that it remains valid and current. Upon receipt of notice of a discrepancy between Control Totals, Customer can elect to either: (i) cancel the payment file, (ii) submit a corrected payment file, or (iii) instruct Citizens to process the payment file as originally submitted. Customer's election must be communicated to Citizens by an Authorized Initiator. Customer may notify Citizens of its election via an agreed upon means of communication. Upon providing Customer with notice of a discrepancy between Control Total(s) relating to a payment file, Citizens will not process such file until Customer has informed Citizens of its election.

Customer's Responsibilities. It is Customer's responsibility to ensure: (i) the accuracy and completeness of all data and other information contained in each file transmitted to Citizens, and (ii) that the file transmission utilized in these procedures that reside at Customer's place of business can only be accessed and utilized by persons so authorized to do so and that these files are further protected from duplication or theft.

CHECKMINT®

The General Terms and Conditions are incorporated herein by reference.

Description of Services. Customer will send Citizens a payment file via a secure electronic transmission (or such other means as may be acceptable to Citizens) containing payee name, address, dollar amount, check serial number, and relevant remittance data, along with any other required data elements. Based upon the data contained in the payment file, Citizens will manage the process of printing and fulfilling check requests. All payment files between Customer and Citizens will utilize an agreed upon Security Procedure.

Limited Power of Attorney. Citizens will process the file to print and mail the checks and advices according to Customer's specifications as communicated during the implementation process. Customer agrees to execute a Limited Power of Attorney for CheckMint in order to authorize Citizens to affix authorized signatures samples provided by Customer to checks issued by Citizens at the direction and on behalf of Customer.

CheckMint Implementation. Customer will provide Citizens with logos and authorized signature samples, and Customer authorizes Citizens to affix those signatures to checks issued by Citizens at the direction and on behalf of Customer. Laser-printed checks on premium-quality stock will be forwarded either directly to Customer's payees or to Customer as directed by Customer.

Fraud Control. It is required that all CheckMint customers subscribe to Payee Positive Pay Services to monitor checks issued through the CheckMint product.

Checks issued from a non-Citizens checking account. If CheckMint is to be utilized for the printing and mailing of checks drawn off an account not held at Citizens, it is the Customer's responsibility to make sure check issue data is forwarded to their bank for Positive Pay/recon purposes. Citizens will not be responsible for forwarding any check issue data on to Customer's other banking partners. During implementation Customer will also be required to provide to Citizens the MICR specifications of applicable banks as well as sample checks, if available.

accessESCROW® SERVICE

The accessESCROW Service is subject to the General Terms and Conditions, which are incorporated herein by reference.

Description of Service. Customer may open an Account with Citizens in the name of the Customer (the "Master Account") in which, from time to time, Customer may make deposits of monies in which third parties (individually an "Escrow Beneficiary" and collectively "Escrow Beneficiaries") have a beneficial ownership interest. Customer may, through the accessESCROW website, establish one or more sub-accounts linked to the Master Account (each a "sub-account") to permit Customer to segregate the beneficial ownership interests of its various Escrow Beneficiaries, and transfer funds deposited into the Master Account to the linked sub-accounts as appropriate. Sub-accounts can be either interest bearing or non-interest bearing, however, sub-accounts are not classified as separate demand deposit accounts and therefore, transfers from each sub-account may be limited to six transactions per statement period. Each sub-account must be titled in the name of an Escrow Beneficiary and prior to each sub-account opening Customer must provide Citizens with (a) either a: (i) W-9 (request for taxpayer identification number and certification), or (ii) appropriate W-8 (see <http://www.irs.gov/pub/irs-pdf/iw8.pdf> for guidance) and (b) any additional identifying information requested by Citizens. Interest will only be earned on sub-accounts for which Citizens has a complete W-9 or W-8 on file. In addition, W-8s must be renewed every 3 years. Each sub-account will be segregated within the Master Account to which it is linked and from all other accounts and sub-accounts. Citizens will provide monthly statements of account to Customer detailing both Master Account and sub-account activity.

Checks and other Items may not be drawn against or paid from any sub-account. Via the accessESCROW website, Customer will have the ability to move funds from a sub-account into the Master Account for subsequent withdrawal or transfer by check or by other permitted means. Customer may designate that interest earned on funds in sub-accounts, if applicable, be credited to the Master Account. Customer may designate the amount of interest credited to the Master Account either as a percentage of the total interest earned by the sub-account(s) or as a split of the rate of interest payable on funds in a sub-account.

Additional Terms relating to 1031 Exchange Master Accounts. Customer is solely responsible for complying with all IRS imposed 1031 account requirements as well as other applicable IRS rules and regulations. Customer (who may be acting as a qualified intermediary providing services to third parties in connection with like-kind exchanges pursuant to Section 1031 of the Internal Revenue Code and corresponding provisions of state tax law) and Escrow Beneficiary are responsible for consulting with their respective tax advisors regarding IRS rules and regulations related to 1031 like-kind exchanges. Citizens does not provide any legal or tax advice to any

party in connection with any aspect of such exchanges or matters relating to the Master Account, sub-account, and/or any exchange agreement between Customer and Escrow Beneficiary.

Additional Terms relating to Funeral Master Accounts. In certain states, Customer may use a Master Account to establish and manage Pre-Need Funeral sub-accounts in accordance with applicable state or federal law. A **“Pre-Need Funeral Sub- Account”** is an account, established by Customer, under the laws of the state in which Customer does business, with funds of the Escrow Beneficiary that are used either to: (i) prepay the costs of funeral arrangements; or (ii) fund some or all of the funeral costs incurred by the Escrow Beneficiary (**“Funeral Account”**). Funeral Accounts may not be offered in all states.

Additional Terms relating to Lease Security Deposit Escrows. Customer may use a Master Account to establish and manage sub-accounts for the purpose holding security funds paid by commercial and residential tenants (each, an Escrow Beneficiary). Interest on sub-accounts will be paid as follows: (1) for commercial lease security deposit sub-accounts, interest earned, if any, on each sub-account will be paid to Customer or Escrow Beneficiary, as directed by Customer when establishing the sub-account; and (2) for residential lease security deposit accounts, interest earned, if any, on each sub-account will be paid to the Escrow Beneficiary, in accordance with applicable statutes, rules and regulations of the state in which the Master Account is established.

Additional Terms relating to Attorney Escrows. A Customer who is an attorney or a law firm may use a Master Account to establish and manage two types of sub-accounts, as permitted under applicable state law, rule, regulation, or professional code governing the conduct of Customer acting as escrow agent for Customer’s clients’ funds: (1) Attorney Trust Accounts (**“Attorney Accounts”**); and (2) Interest on Lawyer Trust Accounts (**“Statutory Escrow Accounts”**). Customer can designate the type of sub-account within a Master Account for which interest will be paid as follows: (1) for Attorney Accounts, interest earned, if any, on each sub-account will be paid to the Escrow Beneficiary, as directed by Customer in writing; or (2) for Statutory Escrow Accounts, interest earned, if any, on each sub-account will be paid to the state entity or agency designated to receive such interest pursuant to the statutes, rules, and regulations of the State in which the related Master Account is established. Note that Citizens may not offer a Statutory Escrow Account in all states.

Responsibilities of Customer. In all cases, Customer will be responsible for: a) complying with all applicable federal and state laws, rules, regulations, and professional codes of conduct as they relate to the Master Account or any sub-account (**“Applicable Law”**) (b) providing reporting and other services to its Escrow Beneficiaries in accordance with Applicable Law, including without limitation all disclosures and notices required by Applicable Law; c) ensuring all funds in the Master Account and all sub-accounts will be held for the benefit of the Escrow Beneficiaries and will not be used for the benefit of Customer except as expressly permitted by Applicable Law or the terms of any applicable contract or other agreement regarding the use of such funds, d) designating an accessESCROW website Administrator who will be deemed authorized by Customer to request the opening and closing of sub-accounts, the transfer of funds between the Master Account and sub-accounts, and to assign usernames and delegate authority to other individuals so they can access the accessESCROW website, e) ensuring that each time a sub-account is opened (through the website) a completed IRS Form W-9 or W-8 executed by the applicable Escrow Beneficiary is submitted to Citizens for full sub-account activation, f) ensuring that it, or one or more individuals associated with Customer, is eligible to serve as an administrator or trustee of any relevant sub-account in the state in which the Master Account is opened, and g) if applicable, managing the funds deposited in a sub-account in accordance with Applicable Law, including but not limited to: (i) making deposits (ii) making withdrawals, (iii) giving access to Authorized Initiators who are eligible to serve in that role, (iv) observing all rules regarding the revocation of any sub-account by any Escrow Beneficiary, (v) transferring the funds upon the request of the Escrow Beneficiary, and (vi) observing the rules regarding abandoned property in accordance with Applicable Law.

Special Rules Regarding Deposits to Master Account and Sub-Accounts. In addition to all normal account rules and regulations governing the operation and maintenance of deposit accounts generally, the following additional rules and regulations apply to the Master Account and all sub-accounts (as applicable): (a) all deposits are to be made to the Master Account only, (b) the face amount of any deposited Item that is returned by the bank on which it was drawn will be deducted from the Master Account and Customer is responsible for transferring the funds from the appropriate sub-account to the Master Account to cover the amount of such item, (c) Citizens may return or refuse all or part of any deposit, (d) interest will accrue daily on interest-earning sub-account balances and will be paid on the last day of the month by crediting the applicable sub-account, provided that with respect to sub-accounts that are closed during the month, accrued interest will be paid as of the date of account closing, (e) the rate of interest paid by Citizens may change from time to time without notice, (f) total interest paid to each sub-account will be reported annually via Form 1099-INT using the Tax Identification Number associated with the sub-account in Citizens’ records as of the last day of the applicable tax year, (h) where Customer has designated that a portion of the interest accruing on funds held in a sub-account are to be credited to the Master Account, Customer must also inform Citizens as to whether the interest credited to the Master Account is to be classified as interest or fee income, to assist in the issuance of the appropriate IRS form (1099-INT or 1099-MISC) and (i) fees may be imposed by Citizens for services provided, or changed from time to time, subject to 30 days’ notice to Customer, which fees will be charged to the Master Account.

accessESCROW Website Access and Use. By subscribing to the accessESCROW Service, Customer will access Master Account and sub-

account information through the internet via a dedicated accessESCROW website. The Service Request delivered by Customer to request the accessESCROW Service is how the Customer will provide Citizens with the information necessary to be set up for accessESCROW website access. After Customer's initial Administrator is granted access to the accessESCROW website as part of the set-up process, all subsequent user access to the accessESCROW website will be under the sole control and supervision of Customer's Administrator(s), therefore, Customer acknowledges and agrees that any use of the accessESCROW website constitutes Customer's acceptance of the terms and conditions governing the accessESCROW website. Customer agrees that it will access and use the accessESCROW website in accordance with these Terms and Conditions, the applicable User Guide(s), the terms governing the accessESCROW website, and shall only access information pertaining to Customer and its Accounts. The accessESCROW website may be accessed by computer through the internet using the URL address provided by Citizens at the time of setup. Please note that accessESCROW website users will not have the authority to move funds from the Master Account to another account either inside or outside of Citizens. Instructions to move funds in the Master Account to another Citizens account or an account held at another financial institution must be submitted to Citizens via a payment channel (e.g., Wire, ACH).

Security Procedures; Authorization. The identity and authorization of each individual who accesses the accessESCROW website shall be validated by Security Procedures. The Security Procedures consist of a username and password to permit access to the accessESCROW website. Customer's Administrator is authorized to assign usernames to users of the accessESCROW website and initial user passwords will be independently assigned by Citizens when a user logs onto the accessESCROW website for the first time. Customer's Administrator has the ability to delegate administrative powers to authorized users and also has the power to authorize users to: (i) establish and/or close Escrow Beneficiary sub-accounts relating to Customer's Master Account, (ii) transfer funds between the Master Account and sub-accounts and (iii) where applicable, view and/or reapportion the interest percentage or rate split between a sub-account and the Master Account. Customer acknowledges that it is solely responsible for ensuring proper access and use of the accessESCROW website, ensuring the integrity of the Security Procedures, and restricting use of the accessESCROW website to Authorized Initiators only.

Indemnity: To the fullest extent permitted by law, Customer releases Citizens, and agrees to defend, indemnify, and hold Citizens and its Affiliates harmless from and against any claims, demands, causes of action, damages, suits, judgments, losses, or liabilities, including reasonable attorney's fees and other expenses (collectively, "**Claims**"), arising from or in any way relating to the Master Account or any sub-account established by Customer, including without limitation any Claims arising from or in any way relating to Customer's failure to comply with Applicable Law with respect to the Master Account or any sub-account, except, in each case, to the extent such losses and liabilities are directly caused by the gross negligence, bad faith, or willful misconduct of Citizens or any Affiliate. The foregoing provision supplements and does not supplant the indemnity provisions in the General Terms and Conditions.

CITIZENS PAYEE SELECT™ SERVICE

The General Terms and Conditions are incorporated herein by reference.

Description of Services. Payee Select Service is a payment service that allows a Customer ("Payer") to make payments using the recipient's ("Payee") preferred method of payment.

Payee Select Workbench. As part of the Payee Select Service, Citizens will provide Customer-branded secure website that can be accessed by a Payer and Payee directly through a dedicated URL ("Payee Select Workbench" or "Workbench"). All information provided by Payee during registration will be collected, stored, and made available to Customer and each applicable Payee on the Payee Select Workbench. Through the Workbench, the Payer has full administrative capabilities to create, maintain, and delete users as well as submit Payee Launch Instructions (as described below), edit a launched Payee, view and/or export payment statuses for all payments, and suspend or delete Payees. Payees use the Workbench to register and set payment preference; update select profile information and preferences and view payment statuses.

License. Customer grants Citizens, and any third-party vendor used by Citizens in providing the Payee Select Service, the right and license to use Customer's name, trademarks, service marks, copyrights and logos and other textual information used in connection with the Payee Select Workbench solely for the purposes contemplated herein.

Payer Payment Methods. Customer shall designate one or more of the following acceptable domestic payment methods on the Service Request:

- Real Time Payment (RTP) – a credit payment that settles to bank accounts at participating financial institutions in real time.
- ACH – a payment that electronically settles credit transactions to bank accounts at designated financial institutions

in near real time.

- CheckMint – a check payment made through Citizens’ check printing service.
- Push-to-Card – a credit push transaction to a bank account utilizing a Payee’s debit card information.

Customer acknowledges and agrees that all terms and conditions of each selected payment origination option(s) shall apply to payments made using such method through the Payee Select Service. In addition, Customer acknowledges and agrees that Push-to-Card payments are subject to all applicable rules promulgated by the applicable payment card network(s) from time to time. Customer will be considered the originator of each payment and acknowledges that all payments are subject to, and Customer is liable for, adjustment, return, reversal and/or chargeback in accordance with the rules governing the applicable funds transfer system used to affect payment.

Payee Launch Instruction. Payee Launch Instructions are the instructions for an invitation to be sent to a Payee to select a payment method. Payee Launch Instructions must be in form and substance satisfactory to Citizens and must contain all required information, including identification of the Payee and the amount of the payment. Customer is solely responsible for ensuring Payee Launch Instructions are accurate and complete. Customer acknowledges and agrees that any Payee Launch Instruction submitted in the Customer’s name via any Access Method (defined below) will be considered authorized and authenticated.

Access Methods. Payee Launch Instructions may be delivered to Citizens using an applicable Data Transmission Service or directly via the Payee Select Workbench (collectively, “Access Methods”). Customer agrees to use Access Methods solely for Customer’s internal business purposes. Customer acknowledges and agrees that it shall not, and shall ensure its authorized users do not: (i) access or use any Access Method in any manner or for any purpose other than expressly permitted by these Terms and Conditions, any applicable User Guide and/or any other documentation provided by Citizens relating thereto; (ii) change, modify or otherwise create derivative works of all or any portion of any Access Method; (iii) modify, disassemble, decompile or reverse engineer any part of any Access Method or apply any other process or procedure to derive source code algorithms, methods or techniques of any software included in any Access Method or any portion thereof. Customer is responsible for retaining a backup copy of all data entered or uploaded via any Access Methods. Citizens shall have no liability with respect to any lost, destroyed, corrupted, or damaged data. Customer is responsible for ensuring: (i) the accuracy and completeness of all data and other information contained in each file transmitted to Citizens by or on behalf of Customer, and (ii) that all access to the Access Methods reside at Customer’s place of business and can only be accessed and utilized by persons authorized to do so and that payment files are protected from duplication or theft.

Transaction Processing. Upon receipt of a Payee Launch Instruction, Citizens will initiate an email message to the respective Payee(s) based on the information provided. Payees must register to receive payment, which includes selecting their preferred payment method and entering applicable information for such payment method. Once registration is complete, the information will be validated and used to create a valid payment Instruction from Customer to Citizens. Customer authorizes and directs Citizens to initiate each such payment Instruction. Transactions with errors will be rejected and reflected as such in the Payee Select Workbench, visible to both the Payer and Payee. Payee will be solely responsible for correcting any errors, including updating any missing/incorrect information and/or selecting a new payment method. Payment instructions will be transmitted and processed based on cut-off times set forth in the User Guide. Customer may set, through the implementation process, reminders and/or expiration actions for Payee Launch Instructions.

Funding. Customer agrees that Citizens shall have no obligation to process payments unless there are sufficient funds available in the applicable Account. Therefore, prior to submitting Payment Instructions through the Payee Select Services, Customer must ensure that there are sufficient available balances in the associated Account to make such payments.

Payee Select Administration. Customer shall appoint two Administrators, in the Service Request, responsible for managing Customer’s authorized Payee Select Workbench users and their applicable permissions. The Administrators have the authority to allow individuals access to the Payee Select Workbench as well as manage and control a user’s individual authority within the Payee Select Workbench. In addition, Administrators can create and submit Payee Launch Instructions. The Administrators may be changed or added directly on the Payee Select Workbench.

Dual Approval. Any Payee Launch Instruction created or edited on the Workbench will need to be approved by another user with approval authority before such Payee Launch Instruction can be released.

Fees. In addition to Citizens' standard then-current fees for the Payee Select Service, Customer agrees to pay fees related to other Services necessary to process the funds transfers associated with payments (such as ACH, RTP, Push-to-Debit or CheckMint Services).

Positive Pay Services. In addition to Customer's other obligations relating to issuance of checks from an Account as set forth in the General Terms and Conditions, if Customer elects to offer checks as a payment method, Customer must subscribe to Payee Positive Pay services and comply with the terms and conditions relating to such Service.

Indemnification. In addition to the indemnification obligations set forth in the General Terms and Conditions and any other indemnification obligation of Customer to Citizens, Customer agrees to indemnify, defend, and hold Citizens harmless from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel) relating to or arising from any dispute between Customer and any Payee in connection with Customer's use of the Payee Select Service.

Privacy. Customer acknowledges and agrees that it is responsible for providing applicable Privacy Policy and Terms of Use for the Payee Select Workbench and shall act as the "Controller" (or equivalent) under applicable data privacy laws of any data provided by a Payee on the Workbench. Citizens does not collect any data for its own use and acts solely as a "Processor" (or equivalent) under applicable data privacy laws in connection with its provision of the Payee Select Service. Customer further acknowledges and agrees that it shall be solely responsible for managing any privacy rights requests, including "right to know" or "right to delete", in accordance with the User Guide and applicable data privacy laws.

CITIZENS ACCOUNT VALIDATION SERVICE

The General Terms and Conditions are incorporated herein by reference.

Description of Service. The Citizens Account Validation Service allows Customers to verify (within the existing network of participating institutions) that an account is open and whether the owner provided is reflected as the owner of the account. The purpose of Citizens Account Validation Service is to provide information to give greater assurance that the account in question is valid and belongs to the intended beneficiary.

In order to access the Citizens Account Validation Service via Commercial SSO Portal, a customer must be enrolled in accessOPTIMA.

Availability. Customer may submit an inquiry on a domestic or international bank account (an "Inquiry") through such platform Citizens may make available – Commercial SSO Portal, Citizens API, and Citizens File Gateway. The Citizens Account Validation Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. However, it may be unavailable from time to time, due to scheduled or unscheduled maintenance.

Inquiry. A Customer must provide, at a minimum, the bank account number and transit routing number (or equivalent IBAN, SWIFT, BIC and/or Bank/Sort Code) to complete the inquiry process. It is the Customer's responsibility to ensure:

- i. All data is properly formatted when submitted in an Inquiry; and
- ii. That the platform utilized in connection with the Citizens Account Validation Service resides at Customer or authorized third party's place of business and can only be accessed and utilized by persons so authorized to do so and that all files are protected from theft.

Responses. Customer will receive a response to its Inquiry (a "Response"), indicating the status of the account and, if provided, the status of the owner information if available in the existing network of participating institutions. In all cases, Customer is responsible for determining the use of the information provided to them for future origination of electronic payment(s). Customer acknowledges that each Response is time-sensitive and is only intended to be used at the time it is provided.

Scope of Use.

- Customer agrees that it will only use Citizens Account Validation data to provide confirmation of certain information associated with an account for the purposes of:
 - An active immediate or repetitive payment order; or
 - A future payment order
- Customer represents, warrants and covenants that it does not and will not use Citizens Account Validation data, including Responses that do not provide positive confirmation of account information:
 - In whole or in part (i) for the purpose of serving as a factor in establishing a consumer’s eligibility for credit or insurance to be used primarily for personal, family, or household purposes; employment purposes; or any other authorized purpose for use of a consumer report under applicable law including but not limited to 15 U.S.C. Sections 1681b(a)(3) through 1681b(a)(6) of the Fair Credit Reporting Act, 15 U.S.C. Section 1681 et. seq. (the “FCRA”) or other equivalent or comparable regulation applicable to Participant; OR
 - To take “adverse action” against any consumer as defined in the FCRA (15 USC § 1681a(k)(1)). “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact on a consumer—such as denying or canceling credit or insurance, or denying employment or promotion; OR
 - As the basis to deny the provision of any goods or services to any party, provided the Citizens Account Validation data may be used to inform Customer’s determination that further diligence is required to verify the Citizens Account Validation data of the applicable account, or obtain alternative account information from a transaction counterparty.
- Customer will:
 - Maintain the confidentiality of all Citizens Account Validation data using at least the same level of care that Customer uses or affords to its own confidential information, but in no event less than a reasonable degree of care; AND
 - Not be entitled to otherwise rent, sell, retransmit, redistribute, release or license Citizens Account Validation data for any purpose.

PAYMODE-X SERVICE (formerly known as accessPAYMODE-X)

The General Terms and Conditions are incorporated herein by reference.

Description of Service. Citizens’ PAYMODE-X Service allows Customers to access the Paymode-X SaaS network (including systems, products and services, website, and documentation) to make payments to businesses and consumers via various methods as selected by the Customer, including:

- ACH
 - Basic ACH: enables Customer to initiate payments to accepting eligible participants in the Paymode-X network via ACH transactions.
 - Premium ACH:* enables Customer to initiate payments to accepting eligible participants in the Paymode-X network via ACH transactions for which Customer is not charged fees and which may generate a rebate for Customer.
- Check
 - Directed Check: Citizens will print and mail Customer’s check payments.
 - Managed Check: Citizens will issue, print, mail, and reconcile Customer’s check payments utilizing the Paymode-X network capabilities.
- Virtual Card*
 - Enables Customer to initiate payments to accepting eligible participants in the Paymode-X network using a pay-in-full commercial credit card issued by Citizens and for which Customer is not charged fees and which may generate a rebate for Customer.

*One or both payment options are required to be selected for use with PAYMODE-X Service.

PAYMODE-X also includes:

- Extended Network Payments
 - Payer Managed: enables Customer to make payments to their out-of-network payees by ACH.
 - Payee Managed: enables Customer’s payees to enroll as out-of-network payees so Customer can make payment to those payees by ACH or check.

- **Invoice Automation:**
 - Enables Customer to:
 - upload invoices, manage approvals and amendments
 - send payment files to ERP system for payment generation
 - submit payment files to Paymode-X for execution
 - Allows payees within the Paymode-X network to obtain invoice status information
 - Permits Customer to provide vendor file and purchase order information in order to match invoices against outstanding purchase orders

Paymode-X Operating Rules. Customer agrees to be bound by the Paymode-X Operating Rules, which are published by Bottomline Technologies (de), Inc. on the following website: <https://www.bottomline.com/us/paymode-xr-operating-rules>.

Nacha Rules and ACH Terms and Conditions. Customer agrees to be bound by the Nacha Rules (published by Nacha on the following website: <https://www.nachaoperatingrulesonline.org/?qr=1>), as well as Citizens' ACH Terms and Conditions, with respect to ACH payments processed as part of the PAYMODE-X Service.

File-Based Channels. PAYMODE-X allows the Customer to submit payment files by several different channels:

- **File Transmission to the Paymode-X network:** Customer sends payment files to the Paymode-X network via file transmission.
- **File Upload to the Paymode-X network:** Customer uploads payment files to the Paymode-X network via file upload through the Paymode-X web portal.

File Processing. Payment files will be processed based on cut-off times set forth in materials provided by Citizens. Customer will receive an acknowledgment message after validation of payments included in such payment file. If there are no errors, such message will confirm that the payments were successfully processed. If any payment contains errors, the payments containing such errors will not be processed and Customer will be notified by the Paymode-X network of such errors. Customer will be solely responsible for correcting any such errors and resubmitting the applicable payments for processing.

ACH and check payments will be set to a suspended status until processing is completed and funding has been received and cleared as good funds. Once such ACH and check payments have been fully processed and funded, those payments will be released. Customer's funds will be disbursed to the applicable supplier or returned to Customer if disbursement to the supplier is not successfully completed within five (5) business days.

Access Methods. As part of the PAYMODE-X Service, Customer may use File-Based Channels as described above, the Paymode-X secure web portal, accessOPTIMA, APIs, and/or ERP Connectors (collectively, "**Access Methods**"). Customer agrees to use Access Methods solely for Customer's internal business purposes. Customer acknowledges and agrees that it shall not, and shall ensure its authorized users do not: (i) access or use any Access Method in any manner or for any purpose other than expressly permitted by these Terms and Conditions, any applicable User Guide and/or any other documentation provided by Citizens relating thereto; (ii) change, modify or otherwise create derivative works of all or any portion of any Access Method; (iii) modify, disassemble, decompile or reverse engineer any part of any Access Method or apply any other process or procedure to derive source code algorithms, methods or techniques of any software included in any Access Method or any portion thereof; (iv) access or use any Access Method in a way intended to avoid exceeding usage or transaction limits, or impose an unreasonable or disproportionately large amount of traffic activity or load; (v) access or use any Access Method in order to build a similar or competitive application or service, or perform, or release the results of benchmark tests or other comparisons thereof; (vi) remove, tamper with or alter any disabling mechanism or circumvent any technical protection measures associated with any Access Method, or otherwise use any tool to enable features or functionalities that are otherwise disabled therein; (vii) distribute, disclose, market, rent, lease, assign, resell, pledge, license or otherwise transfer any Access Method or any portion thereof to any unauthorized third-party; (viii) unless otherwise permitted, allow PAYMODE-X to be used in connection with any facility management services or service bureaus or otherwise to be used for processing the data of any third-party; (ix) remove or alter any proprietary notices (e.g., copyright and trademark notices) pertaining to any Access Method; (x) allow PAYMODE-X or any Access Method to facilitate illegal transactions; (xi) access or use PAYMODE-X or any Access Method for personal, family or household purposes; or (xii) access or use Access Methods through any automated or semi-automated means, including spiders, robots, crawlers, indexers, scripts for screen or database scraping, or any other program, device, process or methodology that results in the collection of information through automated access that is not expressly agreed in writing by Citizens.

APIs and/or ERP Connectors. APIs and/or ERP Connectors that interact with Customer's ERP system to provide integration with the Paymode-X network may be made available to Customer. ERP Connectors interact with Customer's ERP system to provide specialized integration support for a variety of functions; this functionality may vary between ERP systems and is only available for select ERP systems. If required, Customer shall be solely responsible for the installation and integration of software onto Customer's own systems. Individual APIs are also available.

Security Procedures; Authorization. The identity and authorization of each individual accessing the Paymode-X web portal will be validated by Security Procedures, which may consist of a unique username, password, and challenge question(s). Customer agrees to

restrict access to the web portal and acknowledges and agrees that it is solely responsible for ensuring proper permissioning of its employees, including that payment authorizations are made only by authorized users. Customer acknowledges and agrees that the Security Procedures are a commercially reasonable method to verify the authenticity of any user within the portal and any activity or authorization initiated by such user. Customer further agrees that Citizens shall have no liability for any transaction or activity entered within the Paymode-X web portal, provided that Security Procedures have been used.

Customer shall appoint an individual (“**Membership Administrator**”) responsible for enrolling Customer in the Paymode-X web portal, configuring the payer profiles, managing Customer’s authorized PAYMODE-X users and their applicable permissions in the Paymode-X web portal, and otherwise overseeing Customer’s use of the PAYMODE-X Service and Paymode-X web portal (including adding and deleting users).

Customer is solely responsible for the custody, control, and use of (i) all information related to Customer’s authorized users and (ii) devices associated with Customer’s employees accessing the Services and the related Access Methods, regardless of the location of Customer’s employees or the device being used. Citizens may revoke any and all user access at any time in its sole discretion.

Customer must immediately contact its Membership Administrator in writing, with concurrent notice by telephone to the Paymode-X support team, to request that access be revoked if Customer suspects or discovers that any of its users’ access or device has been compromised or Customer suspects fraudulent activity.

Customer or its Membership Administrator must notify Citizens immediately by calling the designated number for such notices shown on your periodic statements, if Customer suspects or becomes aware that any VCN (defined below) has been used without authorization or in a manner other than as set forth in these Terms and Conditions. Customer agrees to cooperate and provide any applicable documentation required by Citizens in connection with any related investigation. As soon as possible following notification of suspected or actual unauthorized use of a VCN, Citizens will cancel the VCN.

If there are ten (10) or more VCNs issued, Customer will be liable for all unauthorized use of VCNs, provided, however, that Customer will not be liable for any unauthorized use that occurs after notice of unauthorized use and adequate time to cancel the VCN. If fewer than ten (10) VCNs are issued, Customer’s liability for unauthorized use of such VCNs will be limited to the lesser of (i) \$50.00 or (ii) the amount of money, property, labor, or services obtained by the unauthorized use.

Customer shall not be liable for the payment of unauthorized VCN charges by employees if such charges are waived under the Master Coverage Program, as amended from time to time. A copy of the Master Coverage Program terms and conditions brochure is available upon request.

Authenticated Payment Authorization. Customer payments must be submitted as part of a payment instruction file conforming in form and substance to Citizens’ requirements and delivered in accordance with the Customer’s selected delivery method. Payments must be in proper form and contain all required information, including identification of the payee and the amount of the payment. Customer is responsible for ensuring payment authorizations are accurate and complete. Customer acknowledges and agrees that any payment instruction submitted in the Customer’s name via File Upload or File Transmission to the Paymode-X web portal will be considered authorized and authenticated.

Virtual Card Payments.

A virtual card number (“**VCN**”) will be generated and issued to each applicable payee upon processing of a payment file containing virtual card payments. Each VCN includes a unique single-use sixteen (16) digit account number, an expiration date and a CVV value (three-digit security code). All VCNs expire thirty (30) days from issuance. All VCN transactions will be carried out using Citizens Mastercard virtual card numbers in accordance with the Mastercard network rules.

Payments made via VCN are subject to the Customer’s credit limit (the “**Credit Limit**”), as determined by Citizens in its sole discretion from time to time. Payments that would result in a breach of the Credit Limit may be rejected. In the event that any transaction in excess of the Credit Limit is authorized, such authorization shall not be deemed an increase in the Credit Limit.

Customer acknowledges and agrees that VCN payments made in another country are subject to Foreign Transaction Fees as set forth in the Fee Schedule.

Citizens will provide separate statements for virtual card payment activity. Customer agrees that all such statements may be provided on the card management website provided by Citizens, and that Citizens shall not be obligated to provide notice of the availability of such statements on the website or physical copies of such statements. Each statement will be deemed delivered as of the date it is made available through the website. Customer agrees to pay, on each payment due date (as set forth on the applicable statement), the entire balance set forth on such statement, including without limitation the following amounts: (i) the total of all amounts paid via virtual card during the applicable billing cycle; and (ii) the fees and other charges set forth in a Fee Schedule. If payment in full is not made by the applicable payment due date, Citizens may assess a late fee and may delay or reject future payments made through the PAYMODE-X Service. The Customer agrees that, on request of Citizens, it will make all payments through automatic recurring debit or transfer from a designated account.

Pre-Funding. Customer agrees that Citizens shall have no obligation to process and settle ACH and check payments unless there are sufficient funds available in the applicable Paymode-X Account. Therefore, prior to use of PAYMODE-X Services to submit ACH and/or check payment instructions, Customer must select either of the following payment funding methods to be applied to applicable payment files:

- (i) **Concurrent Deposit.** Customer agrees to deposit funds in the applicable Paymode-X Account sufficient to fund all payments in a payment file concurrently with delivery of such payment file; or
- (ii) **ACH Debit/Wire Drawdown.** Customer authorizes Citizens to initiate an ACH debit or wire drawdown to withdraw funds from another Account in the name of Customer held at Citizens, or an account at any other financial institution, in an amount sufficient to fund all payments in such payment file.

The Customer may request to change the payment funding method at any time.

Delayed Payments. Notwithstanding anything herein to the contrary, Citizens will have no liability for any delayed payment processing where Customer, payee's bank or financial institution, and/or any other bank or entity involved in processing the transaction is not open for business or otherwise unable to operate on the day payment processing occurs. Payment processing and funding deadlines are available to Customer, and it is Customer's responsibility to initiate and authorize payments according to such deadlines. In the event Customer's funding of any payment has been successfully processed but is subsequently dishonored, rejected, or otherwise not paid to the payee, Customer is solely responsible for making the payment to, or alternative arrangements with, the payee as well as the funding of the amount of the rejected payment. Customer further agrees to pay any non-sufficient funds charge(s) or similar fee(s) incurred as a result of such dishonored or rejected payment, as permitted under applicable law.

Rejected Payments. Customer acknowledges that a payment file may be rejected if it is: i) not properly formatted; ii) not initiated and authenticated using the Security Procedure; iii) not otherwise in compliance with the any processing limits or other restrictions set by Citizens.

Customer acknowledges that a payment may be rejected if it violates Citizens' security or risk policies, or any other policy established by Citizens from time to time.

Network Supplier Fees. Customer acknowledges that the Paymode-X network may charge a network fee to each supplier accepting Virtual Card or Premium ACH payments and that the Paymode-X network may affect such charge by deducting the amount of the network fee from the payment initiated by Customer or by debiting the supplier's account. Citizens will have no liability for any claim made by Customer or any supplier or payee regarding collection of the network fee.

Rebate Schedule. Customer shall earn a rebate for any payment sent to a supplier enrolled in the Virtual Card or Premium ACH services as set forth below. Citizens will provide monthly reporting of rebate activity.

- **Virtual Card:** Customer shall receive a Card Fee Schedule which defines the revenue sharing rebate rate and other payout arrangements for the card program. Virtual Card rebates shall be paid to Customer via ACH credit or check.
- **Premium ACH:** Customer shall receive a Service Request which defines the revenue sharing percentage of the supplier fee collected on each payment. Premium ACH rebates shall be paid to Customer via ACH credit.

Positive Pay Services. In addition to Customer's other obligations relating to issuance of checks from an Account as set forth in the General Terms and Conditions, if Customer elects to issue checks from Customer Account(s) held at Citizens while using PAYMODE-X, Customer agrees to subscribe to Payee Positive Pay or Positive Pay services at Citizens and to comply with the terms and conditions relating to such Service.

Accounts at Other Banks. Customer agrees to indemnify, defend and hold Citizens harmless, at Customer's expense, against any and all claims, demands, liabilities, losses, damages, costs, and expenses of any kind or nature (including, without limitation, the reasonable fees and disbursements of counsel) arising out of or as a result of Customer's use of PAYMODE-X with account(s) held at another bank or financial institution, including, without limitation fraudulent check payments and/or claims or damages made against Customer by payees or other banks or financial institutions, whether using Positive Pay (or other similar service) or otherwise. Customer further agrees it is solely responsible for the effective management of Positive Pay services, and applicable issue record data, maintained and stored at other banks or financial institutions.

Transaction Data Backup. Customer is responsible for retaining a backup copy of all data entered or uploaded via Access Methods into the Paymode-X network pertaining to Customer payments. Citizens shall have no liability with respect to any lost, destroyed, corrupted, or damaged data, and Customer's sole recourse is limited as set out in the Paymode-X Operating Rules.

Suspension of Services. In addition to any other rights Citizens may have in the General Terms and Conditions, Citizens may deny or immediately suspend Customer's, or any of its authorized users', access to the Paymode-X network in the event that (i) Citizens, in its sole discretion, determines that Customer's use of PAYMODE-X could potentially lead to a violation of any law or regulation, including but not limited to those associated with KYC, AML or applicable card brand rules; (ii) Citizens reasonably determines that processing any payment(s) may be in violation of applicable laws or regulations; or (iii) Customer fails to timely pay any fees or other amounts associated with Customer's use of PAYMODE-X, including amounts due for Virtual Card payments.

Supplier Enrollment. Customer will exercise and demonstrate its good faith effort, cooperation, and support in enrolling suppliers to the Paymode-X network. Customer acknowledges that Citizens will maximize acceptance of Virtual Card and Premium ACH. Customer shall not offer or implement a competing vendor enrollment program to PAYMODE-X.

Indemnification. In addition to the indemnification obligations set forth in the General Terms and Conditions and any other indemnification obligation of Customer to Citizens, Customer agrees to indemnify, defend, and hold Citizens harmless from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel) relating to or arising from any dispute between Customer and any supplier in connection with Customer's use of the PAYMODE-X Service.

Termination. In addition to the rights and obligations of Customer and Citizens provided in the General Terms and Conditions, either Customer or Citizens may terminate use of virtual cards under the PAYMODE-X Service without cause upon not less than thirty days' prior written notice to the other party and, in such case, no Virtual Card payments shall be made (nor VCN issued) on or after the date which is thirty (30) calendar days preceding the termination date set forth in such notice. Notwithstanding any termination of Virtual Card payments, Customer will continue to be responsible for full payment with respect to: (i) the full balance associated with all Virtual Card payments, including without limitation, VCNs honored or posted after termination of the use of Virtual Card payments; and (ii) all fees and charges assessed in connection with all such transactions.

REAL-TIME PAYMENTS SERVICE

The General Terms and Conditions are incorporated herein by reference.

By sending payments or receiving payments through the Real-Time Payments Service, Customer agrees to accept and will comply with the terms and conditions set forth in this Agreement.

Description of Services. The Real-Time Payments Service enables Customer to send payments to and receive payments from Persons that bank with Service Participants, which includes the ability to send payments to Customer's accounts with other Service Participants. In addition, if enabled by Citizens, Customer can use the Real-Time Payments Service to receive requests for payment from Persons that bank with Service Participants and to send requests for payment to Persons that bank with Service Participants.

Definitions. As used in this "Real-Time Payments Service" Section, the following terms shall have the meaning set forth below:

- a) **Legitimate Purpose** means (i) a current sale or transaction; or (ii) an amount that is due, owed or otherwise agreed to be paid to the message Sender.
- b) **Payment Amount** refers to the RTP Transfer Amount in conjunction with the applicable RTP Transfer;
- c) **Person** means a natural person or a business, government, or nonprofit entity;
- d) **Real-Time Payments Operating Rules** means the RTP® System Operating Rules published by The Clearing House (TCH) on <https://www.theclearinghouse.org/>
- e) **Real-Time Payments Service** refers to a service that allows Customer to send or receive payments to other Persons;
- f) **Real-Time Transfer System** refers to the real-time transfer system that is accessed through the Real-Time Payments Service;
- g) **Receiver** refers to a Person that receives a payment through the Real-Time Payments Service;
- h) **Receiver Addressing Information** refers to addressing information of the Receiver, which may include the Receiver's account, routing number, telephone number, mailing, physical, and/or email address, as applicable;
- i) **Receiving Financial Institution** refers to Citizens, when Customer is the Receiver, and the Receiver's financial institution, when Customer is the Sender;
- j) **RTP Transfer** refers to a payment from a Sender to a Receiver through the Real-Time Payments Service;
- k) **RTP Transfer Amount** refers to the amount of funds that the Sender directs the sending Financial institution to transfer to the Receiver; and
- l) **Request for Information** refers to a message(s) sent or received through a Real-Time Payments Service

- m) **Sender** refers to a Person that sends a payment through the Real-Time Payments Service;
- n) **Sending Financial Institution** refers to Citizens, when Customer is the Sender, and means the financial institution that holds the Sender's account, when Customer is the Receiver;
- o) **Service Participant** refers to a financial institution that participates in the Real-Time Transfer System, which includes Citizens.

Sending Funds. Customer may initiate a RTP Transfer by submitting a request ("**RTP Transfer Request**") through such platform Citizens may make available from time to time. When Customer submits an RTP Transfer Request, Customer will be required to provide Receiver Addressing Information for the Receiver and the RTP Transfer Amount. By submitting an RTP Transfer Request, Customer represents and warrants that the RTP Transfer complies with these Terms. By submitting an RTP Transfer Request, Customer irrevocably and unconditionally authorizes Citizens to deduct the Payment Amount from Customer Account. Citizens may deduct this amount immediately upon receipt of submission of the RTP Transfer Request. The Real-Time Payments Service is typically available 24 hours a day, 7 days a week, including weekends and state and federal holidays. However, the Real-Time Payments Service may be unavailable at scheduled times or from time to time, including due to scheduled or unscheduled maintenance.

Sufficient Balances. Customer agrees to establish and maintain an Account at Citizens, and to maintain in the Account sufficient collected balances to cover its obligations for all RTP Transfers. Customer authorizes Citizens to obtain payment of any amount due Citizens with respect to any RTP Transfers by debiting, without prior notice or demand, the Account or any other account maintained by Customer at Citizens or, to the extent permitted by applicable law, any of its affiliate banks. RTP Transfers requiring payments in excess of the collected balances available in the Account may be returned unprocessed by Citizens, provided that Citizens may, in its discretion, debit other accounts maintained by Customer at Citizens in order to complete the RTP Transfers. Customer shall fund the Account with collected funds on or prior to initiating an RTP Transfer, or, if so notified by Citizens, on or prior to the date any RTP Transfers are to be processed. In the event that there are not sufficient collected funds in the Account to cover all RTP Transfers, such RTP Transfers will be completed in the order as received by Citizens. If Customer fails to fund the Account as required, then Citizens may refuse to provide Real-Time Payments Services to Customer.

Volume Projections. Customer agrees to provide an initial good faith projection of its anticipated daily RTP Transfer volumes in connection with implementation of the RTP Service. Projections will include, but not be limited to number of the transactions, value or average value of transactions, and peak volumes. Thereafter, Customer agrees to give Citizens no less than thirty (30) calendar days' notice of material increases to Customer's anticipated RTP Transfer sending volumes. Customer also agrees to maintain a cooperative working relationship to update the volumes projections from time to time. This information is collectively relied upon by Citizen's to maintain proper bank funding for Real-Time Payments Services. Failure to provide timely volume projections may result in suspension and/or termination of RTP Services.

Risks Associated with the Real-Time Payments Service. There are risks associated with using the Real-Time Payments Service. RTP Transfers are irrevocable and cannot be reversed or stopped. Customer should only use the Real-Time Payments Service to make payments to Persons that Customer knows. If Customer receives a request for payment through the Real-Time Payments Service, Customer should verify that the request relates to a payment Customer was expecting to make to the Person who requested payment. If a request for payment that Customer receives through the Real-Time Payments Service does not relate to a payment Customer was expecting to make to the Person who requested payment, please notify Citizens. If a Person contacts Customer outside of the Real-Time Payments Service and asks for payment, Customer should verify the identity, legitimacy and contact information of the requestor and the amount of the payment prior to submitting an RTP Transfer Request. **If Customer sends payment to a Person that Customer does not know, or Customer does not verify the identity and legitimacy of Persons who contact Customer and ask for payment, Customer may lose the full amount of Customer payment.**

Citizens does not provide buyer protection with respect to RTP Transfers. That means that Customer cannot reverse or dispute an RTP Transfer on the basis that Customer is dissatisfied with the goods or services provided by the Receiver; because the Receiver has failed to deliver goods or perform services, whether at all or in a timely manner; or because Customer wishes to return purchased goods or cancel a pre-paid service.

The Real-Time Payments Service does enable Customer to request that a Receiver return funds to Customer, but the Receiver is not obligated to return the funds. This includes circumstances in which the incorrect amount of funds was transferred because Customer entered the incorrect RTP Transfer Amount or funds were sent to someone other than Customer's intended Receiver because Customer incorrectly entered the Receiver Addressing Information, or the Receiver Addressing Information Customer entered was associated with someone other than Customer's intended Receiver. If Customer wishes to request that a Receiver return funds that Customer sent through the Real-Time Payments Service (a "**Return Request**"), please notify Citizens. Citizens' sole obligation is to transmit a single Return Request to the Receiving Financial Institution through the Real-Time Payments Service. Citizens cannot guarantee that funds will be returned in whole or in part and shall have no obligation to make any effort to recover such funds beyond the transmission of the Return Request. Any dispute between Customer and a Receiver must be resolved directly between Customer and the Receiver. Citizens **has no responsibility for, and shall not be liable to Customer in connection with, any dispute between Customer and a Receiver.**

By submitting a RTP Transfer Request, Customer irrevocably and unconditionally authorizes Citizens to initiate a payment using the Receiver Addressing Information. Based on information available to Citizens, Citizens will provide Customer the Receiver name associated with the Receiver Addressing Information.

HOWEVER, CITIZENS MAKES NO REPRESENTATION THAT THE INFORMATION AVAILABLE TO CITIZENS IS CORRECT, AND CUSTOMER IS RESPONSIBLE FOR VERIFYING THAT THE RECEIVER ADDRESSING INFORMATION IS ACCURATE AND COMPLETE, THAT SUCH INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER, AND THAT THE AMOUNT OF THE PAYMENT IS CORRECT PRIOR TO SUBMITTING A SERVICE TRANSFER REQUEST. CUSTOMER ACKNOWLEDGES AND AGREES THAT CITIZENS HAS NO OBLIGATION TO VERIFY THE ACCURACY OR COMPLETENESS OF THE RECEIVER ADDRESSING INFORMATION OR THAT THE RECEIVER ADDRESSING INFORMATION IS ASSOCIATED WITH CUSTOMERS INTENDED RECEIVER. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, CITIZENS' SOLE OBLIGATION SHALL BE TO INITIATE A PAYMENT THROUGH THE REAL-TIME PAYMENTS SERVICE IN THE SERVICE TRANSFER AMOUNT INDICATED BY CUSTOMER USING THE RECEIVER ADDRESSING INFORMATION PROVIDED BY CUSTOMER. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, CITIZENS SHALL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO ANY LOSS THAT CUSTOMER EXPERIENCES DUE TO THE INACCURACY OR INCOMPLETENESS OF SUCH RECEIVER ADDRESSING INFORMATION, THE FAILURE OF SUCH INFORMATION TO BE ASSOCIATED WITH CUSTOMERS INTENDED RECEIVER, OR CUSTOMERS FAILURE TO CORRECTLY ENTER THE RECEIVER ADDRESSING INFORMATION OR THE SERVICE TRANSFER AMOUNT.

Receiving Payments. Customer is not obligated to accept a payment that is sent to Customer through the RTP service. If Customer wishes to reject a payment sent to Customer through the RTP service, please contact Citizens. A Sender may request that Customer return funds sent through the RTP service. If Citizens receives a return request, Citizens will contact Customer.

Requests for Payment. If enabled, Customer may use the RTP service to submit requests for payment, subject to the following terms:

- a) Customer may only submit requests for payment to Persons who: (i) are known to Customer; (ii) would reasonably expect to receive a request for payment from Customer; and (iii) for a legitimate business purpose.
- b) By submitting a request for payment, Customer represents and warrants that the request is not for a Prohibited Payment (as defined below) and is not fraudulent, abusive, or unlawful.
- c) Customer acknowledges and agrees that Citizens does not guarantee that the Sender will send payment in response to or otherwise accept Customer's request for payment.
- d) Any dispute between Customer and a Sender must be resolved directly between Customer and the Sender. Citizens **has no responsibility for, and shall not be liable to Customer in connection with, any dispute between Customer and a Sender.**
- e) Customer acknowledges and agrees that Citizens may suspend or terminate Customer's ability to submit requests for payment or Customer access to the Real-Time Payments Service in the event that Citizens reasonably suspects Customer has failed to comply with these Terms in conjunction with requests for payment.

Failed RTP Transfers. A RTP Transfer may fail if:

- (a) There are insufficient funds available in the Sender's account when the Sender submits the RTP Transfer Request;
- (b) The Sending Institution or Receiving Institution suspects or determines that the RTP Transfer does not comply with these Terms or the Real-Time Payments Operating Rules;
- (c) The Receiver rejects the RTP Transfer or has declined to receive RTP Transfers;
- (d) The RTP Transfer Request exceeds the Sender's limit(s);
- (e) The Receiver's account at the Receiving Institution is closed, ineligible to receive RTP Transfers, or being monitored for suspected fraudulent or other illegal activity;
- (f) The Sender's account at the Sending Institution is being monitored for suspected fraudulent or other illegal activity;
- (g) The Sending Institution or Receiving Institution otherwise declines to process the RTP Transfer for risk-management, legal, or regulatory reasons;
- (h) The Real-Time Payments Service is unavailable; or
- (i) Sender and/or RTP Transfer does not comply with applicable Real-Time Payments Operating Rules.

Delayed RTP Transfers. Completion of a RTP Transfer may be delayed if the RTP Transfer is subject to review by the Sending Institution or Receiving Institution for fraud, regulatory or compliance purposes. RTP Transfer Requests are typically completed within 15 seconds of transmission of the RTP Transfer Request by the Sender, unless the RTP Transfer fails or is delayed as described above.

If Customer is the Sender, Citizens will notify Customer if an RTP Transfer fails. If Customer is the Receiver, Citizens will not communicate to Customer that the RTP Transfer has failed. If Customer has not received an RTP Transfer that Customer was expecting, Customer must contact the Sender.

Availability of Funds. Funds transferred through the Real-Time Payments Service will be credited to the Receiver's account by the Receiving Institution immediately upon completion of the RTP Transfer Request and will be available for withdrawal by the Receiver immediately. Funds are available immediately 24 hours per day, 7 days per week, including weekends and state and federal holidays; except as permitted under the Real-Time Payments Operating Rules.

Prohibited Payments. Customer agrees that Customer shall not use the Real-Time Payments Service to make or receive any of the

following types of payments (each, a **“Prohibited Payment”**): (i) payments that violate or appear to violate any local, state, or federal law or regulation; (ii) is not part of a fraudulent scheme to induce a payment; harassing, or otherwise unlawful including violations of the prohibition on unfair, deceptive, or abusive acts or practices as set forth in Title X of the Dodd-Frank Act, or violations of the prohibition on unfair or deceptive acts or practices in or affecting commerce as set forth in Title 5 of the Federal Trade Commission Act; (iii) payments to accounts domiciled outside the United States; (iv) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a **“Test Payment”**), provided, that Customer may conduct a Test Payment if Customer has a bona fide need to do so in order to determine the validity of Receiver Addressing Information provided to Customer by a Receiver that wishes to receive a payment from Customer; or (v) any other payment that violates this Agreement.

Customer acknowledges that Customer is permitted to use the Real-Time Payments Service solely for the purpose of making or receiving payments: (i) on Customer’s own behalf; or (ii) on behalf of Persons that are resident of or domiciled in the United States of America. If Customer makes or receive payments on behalf of another Person, Customer must comply with all applicable laws and regulations in conjunction with such payments, including all regulations of the Office of Foreign Assets Control. Customer acknowledges that any payment that violates the foregoing restrictions is a Prohibited Payment.

Transaction Errors; Unauthorized Transactions; Lost or Stolen Login Credentials. If Customer permits other persons to use the Real-Time Payments Services, or use or access Customer login credentials, Customer is responsible for any transactions they authorize from Customer accounts. **If Customer believes that Customer login credentials have been lost or stolen or that someone has or may initiate a RTP Transfer from Customer account without Customer permission, notify Citizens AT ONCE.**

Customer must tell Citizens immediately if Customer believes Customer login credentials have been lost or stolen or that an unauthorized RTP Transfer has been made from any of Customer deposit or prepaid accounts. Telephoning Citizens is the best and fastest way of keeping Customer possible losses to a minimum. If Customer does not do so, Customer could lose all the money in each of the accounts, as well as all of the available funds in any overdraft protection account or any other credit line included among Customer accounts.

BILL PAY - ELECTRONIC BILL PRESENTMENT AND PAY SERVICE

The General Terms and Conditions are incorporated herein by reference.

Description of Bill Pay Service. Citizens’ Bill Pay Services is an electronic bill presentment and payment service that enables Customers to: (i) deliver invoices, statements, bills and other types of requests for payment (**“Bills”**) electronically to their Payers (each a **“Payer”** and collectively **“Payers”**), and (ii) offer Payers one of three Bill payment channels (Internet, Integrated Voice Response system or customer service payment portal) by which Payers can affect a **“paperless”** payment of the Bill.

Bill Pay Presentment. The Bill Presentment component of Citizens’ Bill Pay Service consists of a Service whereby Citizens will present electronic Bills to each Payer in a billing file submitted to Citizens by Customer. Each billing file must be submitted in a manner acceptable to Citizens and contain agreed upon Payer data and information, including Payer account information and amounts owed. At the option of Customer, the Bill Presentment option will generate notification emails notifying enrolled Payers that a Bill is due as well as **“reminder”** emails to notify those Payers that they have not yet paid an outstanding Bill. Such reminder emails will instruct Payers to visit either Customer’s main website or its dedicated Bill Pay website to affect payment. Additionally, Payers will receive a payment confirmation email after a payment has been submitted through the Bill Pay Service.

Customer represents and warrants to Citizens that it will not use or include in any billing file submitted to Citizens any reference to untruncated credit card numbers, banking account numbers, social security numbers or Personal Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996). Customer indemnifies and holds Citizens harmless from and against any and all claims, demands, damages, losses, liabilities, penalties, and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly from Customer’s breach of the representation or warranty contained in this paragraph.

Bill Pay Administrative Site. As part of Citizens’ Bill Pay Service, Citizens offers an administrative platform accessible through the Internet. Customer must designate a Primary Administrator for the Administrative Site and can designate a Secondary Administrator. The Administrative Site allows Customer to view, administer and manage its users, payers and - payments initiated through payment channels selected by Customer (the **“Administrative Site”**). In order to create the Administrative Site, Customer must participate in implementation meetings with Citizens to complete a requirements review and participate in and approve the user acceptance testing. The time needed to properly set up the Administrative Site may vary depending on the configuration complexity selected by Customer and Citizens’ current implementation queue. Depending on the options chosen by Customer, Citizens will configure the Administrative Site to allow Customer to access reports, initiate payments on behalf of Payers, or initiate refunds. Bill payment instructions submitted by Payers using the IVR or CSR Bill Pay channels will be processed in part by using the Administrative Site. For example, a customer service representative, upon receiving an instruction from a Payer to pay a Bill, will access the Administrative Site to initiate the funds transfer Instructions.

Bill Pay Payment Channels:

- a) **Internet/Bill Pay website.** If Customer elects the Internet based Bill Pay channel, Citizens will configure, implement, host, and support a Customer branded Bill Pay website that can be accessed by a Payer either directly through a dedicated URL or indirectly via secure link from Customer's existing website. In order to create the Bill Pay website, Customer must participate in implementation meetings with Citizens to complete a requirements review and participate in and approve the user acceptance testing. The time needed to properly set up the Internet/Bill Pay website may vary depending on the configuration complexity selected by Customer and Citizens' current implementation queue. The Bill Pay website will allow Payers to log in as a guest to affect one-time Bill payments or register as a user to allow Customer to validate Payers each time they log onto the Bill Pay website. Customer can also elect to automate email reminders and other electronic communications related to Bills and payments as well as allow registered Payers to view payment history and outstanding Bills, sign up for payment alerts and other options.
- Customer represents and warrants that all content provided by Customer for the Bill Pay website is accurate in all respects complies with all applicable laws and regulations and indemnifies and holds Citizens harmless from and against any losses arising from inaccurate information or any information or content that violates any applicable law or regulation or any payment network rules. Customer grants Citizens the right and license to use Customer's name, trademarks, service marks, copyrights and logos and other textual information used in connection with the Customer's Bill Pay website solely for the purposes contemplated herein.
- b) **Bill Pay Integrated Voice Response (IVR).** If Customer elects the IVR Bill Pay channel, Citizens will configure, implement, host, and support an IVR system that Payers can access via a toll-free number provided by Customer to make automated payments via a touch-tone phone. Upon accessing the IVR system, Payers follow the prompts to initiate the payment of a Bill to Customer.
- c) **Bill Pay Administrative Site/Customer Service Representative (CSR).** Customer may elect to allow Company users (as designated by an Administrator) to create and submit payments on behalf of Payers.

Bill Pay Security Procedures:

- a) **Bill Pay Website.** Access to the Bill Pay website will require Payers to either log on as a guest or, if a registered user, by using their username and password. Customer agrees to hold Citizens harmless if Citizens does not process a Bill payment due to an inability of a Payer to successfully log in.
- If Customer elects to provide Payers with a secure link from its primary website to its dedicated Bill Pay website, Customer shall be solely responsible for ensuring that the link to the Bill Pay website takes Payers to the correct Bill Pay website.
- If Payers access the Bill Pay website via a secure link from Customer's online website, Customer agrees to put in place such authentication controls as are necessary to ensure that Payers shall not be granted access to the Bill Pay website unless Customer has verified the identity of each Payer using a commercially reasonable fraud detection system. For every Payer that accesses the Bill Pay website via the Customer's online website, Citizens will rely on Customer to have completed such verification. Customer shall also be responsible for ensuring all links between Customer's online website and its Bill Pay website is secure and that all agreed-upon data concerning Payer that is exchanged during the transfer of the Payer from Customer's online website to its Bill Pay website is done in a manner that meets Citizens' encryption or security methods.
- Customer and Citizens agree to use industry-standard security procedures and technology to ensure the security of Customer's website and its Bill Pay website so as to prevent data theft or unauthorized access.
- b) **Bill Pay IVR.** As part of the Bill Pay IVR Service, Customer will be required to submit a billing file to Citizens. Information entered by Payers is verified against the information contained in the bill file submitted by Customer.
- c) **Bill Pay Administrative Site/CSR.** If Customer is using this Bill Payment Channel, Customer is solely responsible for verifying the identities of its Payers and collecting Payer payment authorizations over recorded telephone lines and ensuring all Payer payment authorizations are obtained, and records related to those authorizations are maintained, in accordance with all applicable laws and regulations. Citizens shall have no responsibility for the failure of a Bill payment to be made due to the failure of any authorized user to access the Administrative Site.

Payer Verification. Customers using the Internet or IVR Bill Pay channel may be required to provide Citizens with data about its Payers periodically, in form and delivered by means agreed by Citizens, that will be used as verification by Citizens. Customer will be solely responsible for ensuring the accuracy of all Payer information it provides to Citizens.

Bill Pay Payment Processing. Payments shall be processed in the manner mutually agreed between Citizens and Customer. Customer shall at all times be considered the originator of Payer's payment. Depending on the applicable Bill Pay channel, payment processing may also be subject to the terms of any other agreement between Citizens and Customer and between Customer and the payment transaction processor supported by Citizens. For example, ACH payments will be subject to Citizens' ACH Service terms, credit/debit card payments subject to a merchant agreement. Citizens will notify Customer of Bill payments either by posting a report to the Administrative Site or by delivering a report detailing credits which have been posted to Customer's Account(s). Customer acknowledges that all payments are subject to adjustment, return, reversal and/or chargeback in accordance with the rules governing the applicable

funds transfer system used to affect payment. Customer acknowledges and agrees that it is liable to Citizens for all adjustments, returns, reversals and/or chargebacks.

Bill Pay Payment Authorization. If payment is made via the Bill Pay website, Payer will be prompted to review and authorize the payment. Payers using the IVR or CSR Bill Pay channels will authorize payments on a recorded telephone line.

Citizens is not responsible for the detection of errors made by a Payer or Customer and may rely on the information submitted or communicated by Payer or Customer. If Customer has elected CSR Bill Pay channel, Customer is solely responsible for collecting Payer authorizations over recorded telephone lines and ensuring all Payer authorizations are obtained, and records related to those authorizations are maintained, in accordance with all applicable laws and regulations.

Bill Pay Payment Confirmations. Payers using the Bill Pay website will receive a payment confirmation number after authorizing the payment and will also receive a payment confirmation email after a payment has been submitted. IVR and CSR Bill Pay Payers will have their confirmation numbers read to them over the telephone. Citizens is not responsible for the failure of Payers to retain confirmation numbers which have been provided to them.

Bill Pay Recurring Payments. Citizens' Bill Pay website provides Customer with the ability to offer Payers the option of making fixed or variable recurring payments, on a set periodic schedule. Recurring payments cannot be made if a Payer logs into the Bill Pay website as a "guest", Payers must be registered users in order to initiate variable recurring payments.

Bill Pay Convenience Fee. If permitted by applicable laws and regulations, Citizens' Bill Pay Service offers a flexible convenience fee option that allows Customer to levy a convenience fee to be charged to Payers in connection with the payment transaction, which may be used to offset fees associated with Citizens' Bill Pay Service. When a Payer accesses any one of the Bill Pay channels, they will only be able to pay the Bill if they also agree to pay the fee. The convenience fee payment may be processed as a combined or separate transaction from the Bill payment. Payers are provided with the opportunity to stop the Bill Pay process if they do not wish to pay the convenience fee.

Customer represents to Citizens that it will not charge Payer a convenience fee unless it complies with all applicable laws, rules, and regulations. Customer shall be solely responsible for ensuring that convenience fee assessments comply with all applicable laws, rules, and regulations.

Bill Pay Surcharging. Customer may elect to use Bill Pay Surcharging to add a surcharge fee to qualifying credit card payments. If a credit card payment qualifies for a Surcharge the Payer is required to be presented with text clearly displaying the surcharge amount and the option to cancel the payment or change the payment method.

Surcharge recommendations will be supplied through the Bill Pay Website and Administrative Site, however Customer is responsible for validating the Surcharge recommendations, making any adjustments based on its specific requirements, and ensuring compliance with all applicable laws and payment network rules. Surcharge recommendations include payer notification on all supported channels including hosted web page, CSR portal, API's etc. When payment API's are utilized, Customer is required to display and manage required notifications to its payers regarding Surcharging. For any automatic/recurring payment created prior to the activation of Surcharging, required email notification setting out the intent to surcharge will be delivered to Payers. Customer will not be permitted to remove, modify or delay the application of any system-based restriction on surcharging where such restriction is required by applicable laws or applicable card network rules. Customer will be responsible to provide required merchant documentation to be eligible for Surcharging. Citizens may request applicable documentation from Customer containing the following but not limited to; merchant processing statements, information on special programs with merchant processor, any additional information required to implement and operate the Surcharging Service. Customer is solely responsible for ensuring that profit is not obtained by surcharge to ensure compliance with applicable laws. Customer must immediately make Citizens aware of any profit to adjust the percentage of the surcharge applied to future qualifying payments. Customer acknowledges that Citizens may review merchant statements and fees from time to time to ensure that surcharge rates do not exceed Customer costs. Citizens has the right to cancel use of Surcharging at any time if it deems non-compliance to use of the service.

Bill Pay Transaction Controls. Customer agrees to notify Citizens of any material change or anticipated material change in daily dollar activity or type of transaction processing, and obtain Citizens' consent to such change. Citizens may, in its sole discretion, immediately upon written notice to Customer, place a maximum dollar limit on the Bill Pay transactions and/or require Customer to provide reasonable security for Citizens' continued handling of such transactions.

Bill Pay Fees. In addition to Citizens' standard and then current fees for the Bill Pay Service, Customer agrees to pay all additional set up fees and expenses for installation and implementation of the Bill Pay Service as well as, to the extent applicable, fees related to other Services necessary to process the funds transfers associated with Bill payments (such as ACH Services or merchant services). Customer also agrees to pay the applicable fees and expenses charged by the debit/credit card payment processor, as set forth in Customer's merchant services agreement with such processor.

Bill Pay Compliance with Laws and Regulations. Customer agrees to comply with all applicable laws, rules and regulations, including

without limitation, those issued by: (i) the National Automated Clearing House Association; (ii) any governmental entity, including (without limitation) the requirements contained in the Electronic Fund Transfer Act, Regulation E, and the Electronic Signatures in Global and National Commerce Act; (iii) the American with Disabilities Act; and (iv) any other entity or association that issues or sponsors a payment device, including (without limitation) the requirements of the Payment Card Industry (PCI) Data Security Standard and any credit card association, including Visa and MasterCard. Customer further agrees to comply with all payment network regulations for ATM debit networks.

Citizens makes no representation or warranty regarding, and assumes no responsibility with respect to, any services performed or promised by any third-party (including, without limitation, any other bank or financial institution) in connection with Customer's use of the Bill Pay Service.



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