Business Deposit Account Agreement

Terms and Conditions of Your New Account

Citizens Bank, N.A.

Citizens™

Table of Contents

I. WELCOME TO CITIZENS

We are delighted that you have chosen Citizens for your account today and we look forward to serving you.

This Business Deposit Account Agreement (Agreement) contains the terms and conditions for each business deposit account you have opened with us. This Agreement replaces all previous deposit account agreements. Please read this Agreement carefully as it describes your rights and responsibilities regarding your account. Your account is also governed by the Business Deposit Account Fees and Features Guide (Fees and Features Guide), which discloses the interest rate and fees applicable to your account and other important information about your account, including minimum balance requirements. The Fees and Features Guide is part of this Agreement, and this Agreement and the Fees and Features Guide may be amended by us from time to time. By opening an account with us, you agree to the terms and conditions of this Agreement and the Fees and Features Guide.

In this Agreement, the words you and your mean the person, partnership, corporation, association, limited liability company or other business entity that maintains an account with us. The words we, our and us mean Citizens Bank, N.A. Citizens is the brand name of Citizens Bank, N.A. Also, for purposes of this Agreement the term business day refers to every day except Saturdays, Sundays, and federal holidays when we are closed. Finally, references to customers of a particular state or region mean customers whose accounts we opened in that particular state or region, or, if we transfer an account to another location, customers whose accounts we currently maintain in that state or region.

Please review the entire Agreement and the Fees and Features Guide and keep them for future reference.

At Citizens, all of our business deposit accounts are designed to provide you with exceptional value. You can choose the account that is right for you and enjoy features that make your banking simpler and more financially rewarding. Whatever way you choose to bank with us, we're always here to serve you.

If you have any questions about this Agreement, the Fees and Features Guide or your account, or would like further information about our products and services, please visit our website (citizensbank.com) or any of our branch offices, or contact us 24 hours a day, 7 days a week at 1-800-862-6200. You agree that we may monitor or record any telephone conversation you have with us so that we may enhance security, improve customer service or train our staff.

Thank you for your important relationship with us. We look forward to serving you.

II. ESTABLISHING AN ACCOUNT

A. Scope of Agreement; Analyzed Accounts. This Agreement applies only to business deposit accounts established with us. Business deposit accounts are those accounts established by a partnership, corporation, association, limited liability company or other business entity operated on a for-profit basis; a corporation or association operated on a not-for-profit basis; a governmental entity; and an individual that intends to use the account for carrying on a business or trade.

Business deposit accounts can be "non-analyzed" or "analyzed" account types. An analyzed account means an account designated as such on our billing system for purposes of billing services. An analyzed account is typically an account type that is utilized by businesses with high transaction volume and/or advanced cash management needs. Additional fees may apply. The following are analyzed account types that are available during account opening: Municipal Checking with Interest, IOLTA Checking, Citizens Analysis Business Checking, Commercial Checking and Municipal Checking. Refer to your Treasury Solutions Specialist or Relationship Manager for a list of analyzed fees associated with your analyzed account and services.

B. Eligibility. You may open and maintain an account with us if (a) we have received and approved all account opening documentation we may require, (b) your account has been appropriately funded, and (c) you have satisfied any other requirements we may have.

C. Availability. We offer a wide range of checking, savings, money market and certificate of deposit (CD) accounts, all designed to meet your financial goals. From time to time, we may create new types of accounts to serve your changing needs. Also, as our products and services change, we may discontinue certain accounts, and we reserve the right not to offer certain accounts without notice at any time. Discontinued products may not be reflected in our most current disclosures.

D. Documentation, Identification and Information. To help the government fight the funding of terrorism and money laundering activities, Applicable Law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Accordingly, you may establish an account with us by signing our signature card and providing us with any other documentation (for example, your driver's license or other identifying documents) or information (for example, your name, address and date of birth) that we may require from time to time. To avoid possible fraud or other problems with your account, all documentation you provide to us in connection with establishing your account must be in a form satisfactory to us.

We reserve the right to approve any and all documentation, such as checks or other items you use with your account.

We may from time to time request additional information from you to protect your account and our systems from fraud or other problems. This information may include new specimen signatures and other information that we must obtain under Applicable Law, including laws designed to stop the funding of terrorism and money laundering activities. You agree to assist us by promptly complying with any such request. You also agree to indemnify, defend and hold us harmless from and against any and all losses or other harm arising from refusing to pay or release funds or to take any other action relating to your account where the refusal is based on your failure to provide the signatures or documentation requested by us from time to time.

E. Signature Card, Resolutions and Other Written Authorization. The classification and form of ownership of your account is designated on the signature card you completed when opening your account. We may rely on this designation for all purposes concerning your account. You and each person who signs the signature card, any resolution or any other written authorization concerning your account, represents to and agrees with us that: (a) you have taken all actions necessary to open and maintain the account, (b) all resolutions or other authorizations given to us by or on behalf of you are true, accurate and complete in all respects, (c) all assumed or fictitious names used by you have been duly registered or filed with the applicable governmental authorities, and (d) each person whose name is written or printed on the signature card, any resolution or any other written authorization concerning your account has complete authority to bind you in all transactions involving your account.

You agree to notify us promptly in writing of any change in your form of organization or ownership or in the authority of any person with respect to your account or any transactions relating to it. We reserve the right to require you to give separate written authorization telling us who is authorized to act on your behalf. We may conclusively rely upon written instructions from any of your officers. We are also authorized to follow the directions of a person having actual, implied or apparent authority to act on your behalf until we receive written notice that such authority has been terminated and we have had a reasonable time to act upon that notice.

You agree to indemnify, defend and hold us harmless from and against any and all losses or other harm arising from any action we have taken or failed to take in any way relating to any resolution, written authorization or directions provided to us by you, any of your officers or any other person having actual, implied or apparent authority to act on your behalf.

We are not required to recognize any resolution, written authorization and any other written instructions that are not on a form provided by us.

F. Power of Attorney. If you have established a business deposit account with us as an individual for carrying on a business or trade, we may, in our sole discretion, permit any person to whom you have granted a power of attorney to access and otherwise transact business on your account until such time as we receive and have had a reasonable opportunity to act on written notice that the power of attorney has been revoked. You agree to provide us with documentation that is in a form satisfactory to us in compliance with Applicable Law, and to indemnify, defend and hold us harmless from and against any and all losses or other harm arising from actions we have taken or your attorney-in-fact has taken regarding your account prior to the revocation of such power. Subject to Applicable Law, we may, in our sole discretion, refuse to honor any power of attorney. We have no duty to monitor or ensure that the acts of any attorney-in-fact are for your use or benefit or are otherwise permissible under Applicable Law. We will not be liable if any attorney-in-fact exceeds his or her powers or does not comply with Applicable Law.

G. Authorized Signers. The authorized signers for your account are those persons whose signatures appear on your signature card or on any resolution or other written authorization received by us. For the payment of funds and for other purposes relating to your account, we are authorized to recognize those signatures, but we will not be liable to you for refusing to honor a check or other signed instructions if we believe in good faith that the signature appearing on such checks or instructions is not genuine. If the signature card is not returned to us, you agree that we will not be liable to you for honoring checks or other signed instructions if we believe in good faith that the signature appearing on such checks or instructions is authorized. When an account is established, you may indicate to us that you want two or more signatures for checks drawn on your account by designating a specific number of desired signatures on the signature card, a resolution or in a written authorization that is received by us. Additional details regarding dual signing are set out in the following paragraphs.

G.1. Dual Signature Services - Non-Analyzed Accounts Only: Clearly Better Business Checking, Business Advisor Checking, and Association Checking with Interest I

For customers with a non-analyzed account (Clearly Better Business Checking®, Business Advisor Checking®, Association Checking with Interest I) who wish to include dual signature lines on checks, be advised that we will not review your checks. The dual signature lines are solely for your convenience and internal control purposes and are not binding on us. Accordingly, you agree that we may pay checks against your account without regard to the number of desired signatures.

G.2. Dual Signature Services - Analyzed Accounts Only: Business Checking, Commercial Checking, IOLTA Checking, Municipal Checking, and Municipal Checking with Interest

Dual Signature Services will only be available to customers who open and maintain analyzed accounts. You agree to pay all fees associated with receipt of Dual Signature Services. You may enroll in Dual Signature Services by returning to us an executed signature card and by indicating to us that you want two or more signatures appearing on checks drawn on your account. You must designate on your signature card two or more authorized signers and a dollar amount threshold greater than or equal to $1,000.00. If you do not designate a dollar amount threshold, you agree that the threshold will be set at $1,000.00. For each analyzed account receiving Dual Signature Services, we will manually review the signature lines of checks drawn on your analyzed account that exceed the threshold. Be advised that we are not required to provide you with Dual Signature Services. We agree to provide you with written notification if we elect not to provide you with Dual Signature Services. Please note that Dual Signature Services are not available for checks presented to our branch tellers for encashment.

The signatures of the required number of authorized signers named on your signature card will be required to appear on every check you issue that exceeds the pre-set dollar amount threshold. Each check deposited with us or received by us through the collection process from another financial institution (e.g., bank of first deposit) will be reviewed by bank personnel to identify if it bears the required number of authorized signatures. If a check does not bear the required number of signatures it will be classified as "suspect". If a check is classified as suspect we will return the check except in very rare instances, where we believe you would suffer adverse consequences if the check was dishonored.
An example of such a situation would be a check representing a tax payment to the IRS. If you subscribe to Dual Signature Services, you agree that you have authorized us to return all checks which do not have the required number of signatures and that you will indemnify, defend and hold us harmless and free from all losses and liability for returning all suspect checks. Please note that checks which bear more than one signature are subject to the same rules as all checks, in that we are authorized to recognize those signatures, but we will not be liable to you for refusing to honor a check or other signed instructions if we believe in good faith that any of the signatures appearing on such checks or instructions is not genuine.

If you initially subscribe to Dual Signature Services, you may unsubscribe by completing and submitting an updated signature card to us. You may also submit to us an updated signature card at any time to update the threshold amount and/or add or delete authorized signers. You agree that we shall have a reasonable period of time to act upon any such updated signature cards.

Should you elect to change your account from an analyzed account type to a non-analyzed account type, be advised that we will automatically unsubscribe you from Dual Signature Services and we will no longer review your checks. Once you are unsubscribed from Dual Signatures Services dual signatures on your checks will be solely for your convenience and internal control purposes and we will take no responsibility or liability for any paid checks which bear only one signature.

H. Sanctions Awareness. Pursuant to any existing or future U.S. sanctions, U.S. financial institutions, including Citizens will reject or block, as appropriate, any property, including funds transfers, involving U.S. sanctioned entities or countries. As a client of Citizens, you should not provide any entity or individual subject to U.S. sanctions, access to the account(s) you hold at Citizens. You should not assist in circumventing any sanction in conducting transactions through the account you hold at Citizens. If Citizens becomes aware of any transaction or attempted transaction that evades, avoids or circumvents U.S. sanctions, Citizens will take appropriate steps to reject or block, as appropriate, the transaction and report such activity to the relevant authorities.

I. W-8 Information For Business Accounts. If you have indicated that the owner of your account is a business entity organized outside of the United States, it is your and your organization's responsibility to determine whether the account owner is a U.S. person for U.S. federal income tax purposes. Non-U.S. account holders are required to provide to the bank an appropriate completed IRS Form W-8, which is available from the Internal Revenue Service (IRS) and can be obtained from the IRS website at irs.gov. Because many account holders require the Form W-8BEN, that form is being provided to you by the bank as a convenience to you, but it is your and your organization's responsibility, in consultation with your organization's tax advisor, to determine which form is required and to provide it to the bank and to update it as required. The bank is not able to provide tax advice.

III. HANDLING YOUR CHECKS

A. Facsimile Signatures. We may in our sole discretion allow you to use a facsimile signature on any check drawn on your account. The term facsimile signature refers to any method used by you to sign a check other than your handwritten signature. This term also includes, for example, the use of signature stamps or plates, computer-generated symbols and signatures produced by digital or other electronic means. You authorize us to accept and pay any such check bearing or purporting to bear your facsimile signature as though you had signed your own name to such check, regardless of how the facsimile signature came to be placed on the check. We may pay such check even if the facsimile signature was placed on the check without your authority and regardless to whom it is drawn or made payable. You agree to assume full responsibility for the use of a facsimile signature and for payments made by us in reliance on such a signature on any check presented for payment regardless of who or what affixed your facsimile signature to it. We reserve the right to reject any check that bears or appears to bear a facsimile signature.

B. Remotely Created Checks. If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks (that is, checks which do not bear your actual signature, but purport to be drawn with your authorization), you authorize us to pay such checks, even though they do not contain your signature. This provision does not obligate us to honor remotely created checks. We may refuse to honor such checks without cause or prior notice, even if we have previously honored similar checks.

C. Endorsing Checks. If you cash or deposit a check, we are legally entitled to a valid and unqualified endorsement from you, and you give us the irrevocable right to place such an endorsement on the check. You agree to reimburse us for our losses because you fail to endorse a check as exactly drawn or you deposit a check that contains multiple endorsements or a missing or improper endorsement.

You also agree not to give us any check which you have endorsed "without recourse" or with another similar condition. If you do, we can still place your unqualified endorsement on the check. We can enforce against you any rights that an unqualified endorsement gives us. Unless otherwise required by Applicable Law, we will not be bound by or obligated to comply with any notation or memoranda on a check unless we have agreed to do so in advance and in writing. We are not required to enforce any restrictive legend you print or write on your checks.

Federal law requires endorsements on deposited checks to be contained on the back of the deposited check within $1^{1/2}$ inches of the trailing edge of the check. The trailing edge is the left side of the check looking at it from the front. The remainder of the deposited check is reserved for endorsements by depository institutions. If a check contains any printing, writing or other material on the back of the check outside the area extending $1^{1/2}$ inches from the trailing edge of the check, that material could cause delays in processing and returning the check. Accordingly, you agree that (a) we are not liable to you and (b) you will indemnify and hold us harmless from and against losses that we may incur as a result of a late return of a check caused by any printing, writing or other material on the back of any check deposited in or drawn on your account that is outside the area extending $1^{1/2}$ inches from the trailing edge of the check.

D. Deposits. You may make a deposit into your account in person at any of our branch offices, by mail, or by any other method we make available, such as at any of our automated teller machines (ATMs) or night depositories. We are not responsible for deposits made by mail, night depository, ATM or other outside depository until we actually record the receipt of such deposits in our books and records. We may require a completed deposit slip or other such documentation to accompany your deposit.

In those limited circumstances where deposit slips are required to be used when making a deposit consisting of checks, image replacement documents or other negotiable instruments, when we accept your deposit we may provisionally credit your account for the amount declared on your deposit slip and later verify the accuracy of that amount, though we reserve the right not to do so in every case. You must ensure that the amounts declared on your deposit slip are correct even if you did not prepare the deposit. If later we determine that the amounts declared on the deposit slip are incorrect, and the amount of the error in completing the deposit is $5.00 or more, we will adjust (debit or credit) your account. We may make the adjustment without prior notice to you and the amount of your deposit (including any adjustment) will appear on your account statement. However, if the error in completing the deposit slip is less than $5.00 then, following additional review, we may determine not to adjust the deposit. This means that if the actual amount deposited was less than the amount declared on the deposit slip, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit slip, the difference will become our property.

With respect to credits to your account consisting of electronic credits received through an automated clearing house or the funds transfer system of the Federal Reserve Banks (each an ACH Credit) we may provisionally credit your account with respect to such ACH Credit subject to receipt of final settlement for such ACH Credit through such automated clearing house or a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount provisionally credited to you in connection with such ACH Credit, and the party making payment to you via such ACH Credit (i.e., the Originator of the ACH Credit) shall not be deemed to have paid you in the amount of such ACH Credit.

Under the Operating Rules and Guidelines of the National Automated Clearing House Association (NACHA) and/or the regulations of the Board of Governors of the Federal Reserve system, and the operating circulars of the Federal Reserve Banks, which are applicable to ACH Credit transactions involving your account, we are not required to give next day notice to you of receipt of an ACH Credit and we will not do so. However, we will notify you of the receipt of ACH Credits in the periodic statements of account we provide to you.

If a check deposited into your account is returned for any reason by the bank on which the check is drawn (meaning, the check is dishonored), we may, in our sole discretion, represent the check for payment. If we choose to do this, you agree to waive your right to receive immediate notice of dishonor. You agree to pay us a fee for any such check that is dishonored, regardless of the reason for dishonor. The amount of this fee is disclosed in the Fees and Features Guide.

In our sole discretion and subject to Applicable Law, we may at any time refuse to accept a deposit, limit the amount that may be deposited into your account or return or hold all or any part of a deposit for any reason. You agree to reimburse us for our losses resulting from you not endorsing a check as drawn, you depositing a check with a missing endorsement, or the return of any deposited check for any reason.

You may not make additional deposits into your CD account before maturity.

E. Courier Services. If any of your deposits are delivered or retrieved by a third party, we are not responsible for determining the authority of such person or any other person purporting to be your agent. You agree to indemnify, defend and hold us harmless from and against losses that we may incur or suffer or that may arise out of, result from or relate to the actions or inaction of any person purporting to be your agent retrieving, delivering and/or taking custody of any of your deposits.

F. Direct Deposits. You agree that we may reverse any direct deposit that is made to your account without prior notice to you at any time if (a) we credited your account in an incorrect amount, (b) the deposit represents a duplicate credit to your account, (c) you were not entitled to the deposit, or (d) you were not the intended recipient of the deposit.

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

If you or a third party acting on your behalf creates a substitute check and the substitute check is deposited in your account, you represent and warrant to us that each such substitute check meets all of the requirements under Applicable Law, including Federal Reserve Regulation CC. You agree to indemnify, defend and hold us harmless against any losses arising from, or in any way related to, such substitute checks.

IV. WITHDRAWAL FROM YOUR ACCOUNT

A. Withdrawals. Subject to the paragraph below entitled "Insufficient Funds, Overdrafts, and Returned Items," we are under no obligation to permit withdrawals from your account unless there are sufficient available funds in your account, and you provide us with identification that is in a form satisfactory to us and with any documentation we may require from time to time (for example, a check or withdrawal slip). You agree to indemnify, defend, and hold us harmless from and against any losses arising from, or in any way relating to, our refusal to pay or release funds where the refusal is based on your failure to provide us with satisfactory identification and documentation.

We may also refuse your request to make a withdrawal from your account under certain circumstances, including, without limitation, where:

- we have received a court order or other legal document prohibiting withdrawal or if Applicable Law prohibits withdrawal;
- there is a dispute concerning your account;
- you owe us money that is due and payable;
- your account is security for a debt;
- you or a person we believe to be your agent requests that we do not permit withdrawals;
- a problem occurs with our equipment;
- limited currency is available at a particular branch office; or
- such action is otherwise required by Applicable Law.

We are required by Applicable Law to reserve the right to require at least seven calendar days' written notice before you withdraw money from your savings, money market or Variable Rate Savings. If, on our request, you do not provide us with such written notice, we may refuse to allow you to withdraw funds from your account, whether by check or other means, during this period, and we will not be liable to you for this refusal.

B. Savings and Money Market Accounts. You may make unlimited withdrawals or transfers from your savings and money market accounts to one of your other accounts in person at one of our branch offices or at one of our ATMs if we have issued you a card that can access your account, provided that your other account accepts such transfers. However, we limit your ability to make transfers and withdrawals from your savings and money market accounts to one of your other accounts or to third parties by preauthorized, automatic, personal computer (including online banking or bill payment services) or telephone transfer (including facsimile transmission) to six per statement period. No more than three of the six legally permissible transfers or withdrawals may be made by check, card transaction or similar order to a third party each statement period from our money market account. If you exceed these limits three times or more during any 12 consecutive calendar month period on your savings account or during any 12 consecutive statement period on your money market account, we will, as applicable, transfer the funds in your savings account to a savings account that does not pay interest or transfer the funds in your money market account to a checking account that does not pay interest. We may, however, transfer your funds sooner if you significantly exceed these transfer limits in any one month or statement period, as applicable.

C. CD Accounts. You have agreed to keep the amount deposited in your account for the stated term of the CD. At our discretion, we may allow you to withdraw all or part of the amount deposited in your account at times other than during the grace period. If we permit you to make an early withdrawal, the withdrawal will be subject to applicable early withdrawal penalties. You may make a withdrawal of principal from your CD account before maturity only if we agree at the time you request such a withdrawal. We may assess an early withdrawal penalty if you withdraw any principal from your CD account prior to its scheduled maturity date.

We may waive these early withdrawal penalties in our sole discretion. In certain circumstances, such as the death or declared legal incompetence of a CD account holder, the law permits, and in some cases requires, the waiver of the early withdrawal penalty.

For any CD that earns an interest rate that may vary from time to time during its term, the interest rate that we will use to calculate the early withdrawal penalty will be the interest rate in effect at the time of the withdrawal. You can withdraw interest credited to your CD account before the maturity of the term of your CD without bank penalty.

D. Automatically Renewable CD Accounts. Your CD account automatically renews at maturity. At maturity, you will have a 10-calendar-day grace period in which you can withdraw funds from your account without penalty. You may prevent renewal if you withdraw the funds in your CD account at maturity or if we receive written notice from you within the 10-calendar-day grace period discussed below. Written notice may be sent to:

Citizens
One Citizens Drive
CD Renewal Dept. ROP330
Riverside, RI 02915-3000

Each renewal term will be the same as the original term, beginning on the maturity date. We will set the interest rate on your renewing CD account at our discretion, and it may be different from the interest rate that we pay on other CD accounts of the same type, term and amount that are purchased on your maturity date. To determine your rate on renewal, please call the telephone number listed on your maturity notice on or after the maturity date.

E. Checking Subaccounts. For regulatory and accounting purposes, your checking account is divided into two subaccounts: a checking subaccount and a savings subaccount. These subaccounts are treated as a single account — your checking account — for purposes of minimum balance requirements, fees and charges and access to your account.

If you have a checking account that pays interest, the interest rate applicable to your account is applied to the combined balance of both subaccounts. Please refer to the Fees and Features Guide for information about your interest rate. For checking accounts that do not pay interest, neither subaccount pays interest. Your account statement and other records of your account activity will reflect your checking account as a single account and will not reflect the subaccounts or the transfers between the subaccounts described below in any way. Because the savings subaccount is used for internal purposes only, you have no direct access to the savings subaccount.

Whenever your checking subaccount balance exceeds a threshold amount, we may transfer all funds in excess of that amount into the savings subaccount. We set the balance threshold and may change it at any time at our discretion. As your transactions against your checking account reduce the checking subaccount balance below the threshold, we will transfer funds back into the checking subaccount from the savings subaccount. We may make up to six transfers from the savings subaccount into the checking subaccount per monthly statement period. Upon the sixth such transfer in a monthly statement period, we will transfer the entire balance of the savings subaccount into the checking subaccount. We may repeat this process each monthly statement period.

Although we currently have no intention of exercising this right, Applicable Law requires us to reserve the right to require at least seven calendar days' written notice prior to withdrawal or transfer of any funds from the savings subaccount.

F. Foreign Items and Other Non-Routine Items. Some foreign checks, bond coupons and other non-routine items will be accepted for collection only. These items are not governed by our Funds Availability disclosure which can be found in this Agreement. You will receive credit for such items when we receive final credit from the bank on which a particular item is drawn. If and when we receive final credit for an item that we have accepted for collection only, you agree that we may subtract the applicable fee disclosed in the Fees and Features Guide from the amount finally credited to us, before we credit your account for the remaining amount. We may in our sole discretion and from time to time make exceptions to this policy. We are not, however, under any obligation to do so, and we will not be liable to you if we do not do so.

V. BUSINESS DEBIT CARD AND BUSINESS ATM CARD TRANSACTIONS

A. ATM Transactions. You may use your Card and your PIN at any ATM displaying our name or at any ATM displaying the STAR®, PULSE®, PLUS®, AFFN, NYCE® and VISA® symbols and other electronic banking machines or devices that may be approved by us from time to time. You may also use your Debit Card wherever VISA is accepted. When we use the word Card, we mean either your Business Debit Card or your Business ATM Card that we issued to you or any other person (Authorized Person) you authorize to use a Card, such as your employees and agents. You are responsible for all Card transactions conducted by any Authorized Person as if you had used the Card yourself. The transactions described in this Agreement that you may conduct with your Card may also be conducted by any Authorized Person unless you and we agree otherwise. Loan payments may not be made at ATMs we own or operate. Subject to certain limitations we may impose on you, you may use your Card to:

a. make deposits of cash or checks into your savings or checking account at any ATM that we own or operate that accepts deposits. You may not be able to make a deposit at an ATM that we do not own or operate;

b. withdraw funds from your savings or checking account at any ATM that we own or operate or any ATM in a network in which we participate;

c. transfer funds between your savings and checking accounts at any ATM that we own or operate that permits such transfers. ATMs that we do not own or operate may not permit you to transfer funds between your accounts. You may also transfer funds between your accounts by calling Citizens [PhoneBank®], our automated telephone banking service;

d. check the balance of your savings and checking accounts at any ATM that we own or operate and any other ATM that will make this information available to you. You may also obtain this information by calling Citizens PhoneBank; and

e. arrange to have preauthorized payments made from your checking or savings account. If you choose to store your debit card information with any third parties, we may also share updates to this information with these third parties (this only applies to third parties with whom you elect to share this information). Not all third parties participate in this update service. So, to ensure your debit card information is updated timely to prevent missed recurring payments, you should also update your debit card information directly with the third parties. Always remember that if you elect to share any account information with a third party, you are responsible for any transfer or payment that the third party makes from your account, even if that third party exceeds your authorization, and for any other issues that arise with respect to your account and/or information contained in your account, by virtue of the fact that you shared your account information.

B. Business Debit Card Transactions. In addition to the ATM transactions you can conduct using your Business Debit Card listed above in this Agreement, subject to certain limitations we may impose on you, you may also access your checking account with your Business Debit Card to purchase goods and services in person or by phone, mail or Internet, and get cash back from participating merchants and financial institutions.

C. Ownership of Cards. We own every Card we issue to you and any Authorized Person and reserve the right to reissue it at any time. You and any Authorized Person may not transfer such Cards to any other person. You and any Authorized Person agree to return Cards to us immediately upon our request. If this Agreement is terminated and you or any Authorized Person thereafter attempts to use a Card at an ATM, point-of-sale terminal or other approved electronic banking terminal or device, the Card may be retained. A Card may also be retained on the occurrence of certain other events. We have the right not to return or issue a Card to you or any Authorized Person if a Card is used for an improper purpose by you or any Authorized Person. We also have the right to request the return of all Cards issued to you and any Authorized Person based on the improper use of a Card by you or any Authorized Person.

D. Using Cards. You must request a separate Card for each Authorized Person. Each Card and its corresponding PIN are to be used exclusively by the person to whom the Card is issued. Cards and their corresponding PINs are used by us to identify and authenticate you or the Authorized Person conducting the Card transaction. You authorize us to rely on a Card and its corresponding PIN to identify the user as you or an Authorized Person when a Card is used to perform a Card transaction requiring the use of a PIN. You also agree that we can rely on a Card and your or an Authorized Person's signature as authorization for any Card transaction performed.

The best way to minimize your potential losses and liabilities for unauthorized use of a Card is to safeguard each Card and keep each PIN confidential. Because this is so important, you agree to put in place security measures and take reasonable precautions to prevent unauthorized use of a Card. Further, you agree to ensure that each Authorized Person will put in place the same security measures and take the same reasonable precautions. You acknowledge and agree that, if you permit another person to use your Card or PIN, or give any person your Card or PIN, you are responsible for any charges incurred by such person, even if that person exceeds your authorization. Examples of security measures and reasonable precautions include, but are not limited to, the following:

a. immediately signing the back of the Card when it is delivered to you;

b. ensuring the Card and its corresponding PIN are never stored in the same place;

c. never writing the PIN on the Card or on anything carried or stored along with the Card;

d. immediately memorizing the PIN when it is delivered to you and either destroying or keeping under lock and key the paper on which the PIN was delivered;

e. never disclosing the PIN to any other person, even another Authorized Person;

f. when any person ceases to be an Authorized Person, immediately reporting this event to us by calling 1-800-862-6200; and

g. as soon as you become aware or suspect that a Card is lost or stolen, immediately reporting this loss or theft (or suspected loss or theft) to us by calling 1-800-862-6200.

We employ security systems that may limit the use of your Card in circumstances where possible fraud or other problems are detected, particularly if your Card is used in a foreign country.

E. Foreign Transactions on your Debit Card or ATM Card. Purchases and cash withdrawals made, processed or cleared in (1) a foreign country or (2) in foreign currencies will be charged a foreign transaction fee. You will be charged the foreign transaction fee even if the currency used is U.S. dollars. This includes, for example, transactions that are processed or cleared outside the United States and U.S. Territories as well as online or phone purchases from foreign merchants. When a foreign currency conversion occurs, your purchase or cash withdrawal will be converted to U.S. dollars at the rate that exists on the date of exchange, as determined by the foreign bank in accordance with applicable network operating rules or other applicable operating rules for international transactions. The conversion rate may not be the same as on the transaction date. We do not have any control over the exchange rate, the date or the place of the exchange. We also do not have any control over any conversion fee that may be charged by a card association or network. Your statement will detail your debit card and ATM transactions as two separate items: (1) the purchase or withdrawal amount and (2) the foreign transaction fee amount.

Any transaction we conduct for you in a foreign currency such as sending or receiving a wire transfer to or from another country, depositing a foreign check, or exchanging foreign currency in our branches will use an exchange rate. Currency exchange is only available at a limited number of branches and in certain currencies. The foreign exchange rates we use are determined by us in our sole discretion. The exchange rate we use will include a spread and may include commissions or other costs that we, our affiliates, or our vendors may charge in providing foreign currency exchange to you. The exchange rate may vary among customers depending on your relationship, products with us, or the type of transaction being conducted, the dollar amount, type of currency, and the date and time of the exchange, and whether the transaction is a debit or credit to your account. You should expect that these rates will be less favorable than rates quoted online or in publications.

F. Your Liability. If a Card or a Card number is lost or stolen, we will not hold you responsible for its unauthorized use if you notify us promptly at 1-800-862-6200.

You agree, however, that you will not claim use of a Card was unauthorized if the use arose as a result of your negligence or the negligence of an Authorized Person. You agree that your failure, or the failure of an Authorized Person, to put in place and follow all appropriate security measures and reasonable precautions, including, but not limited to, those listed above in the Using Cards section, will be deemed negligence by you or that Authorized Person. You further agree that notifying us promptly means that you or an Authorized Person has notified us within the sooner of (a) two business days after you or the Authorized Person discovered or should have discovered the loss or theft of the Card or PIN, or (b) 30 calendar days from when we made available to you a statement showing the first unauthorized use. We may require you to provide us with an affidavit setting out the details of your claim and your observance of proper security measures and reasonable precautions. All Card transactions are debit transfers and therefore are not and will not be treated as a payment order for purposes of Article 4A of the Uniform Commercial Code.

VI. FUNDS AVAILABILITY DISCLOSURE

A. Your Ability to Withdraw Funds. Our general policy is to make funds from your deposits available to you at the time and on the basis described below:

When You Can Withdraw Funds You Have Deposited

Immediately ***Available for same day withdrawals*** • Cash deposit at a teller or at our ATM • Wire transfer • Real-time Payments
At the close of the same business day ***Available to pay checks and purchases that post to your account that night*** • Cash deposited at our ATM up to 10:00 PM local time • Electronic direct deposit • Citizens check (written by Citizens customer) deposited with a teller any time or at our ATM up to 10:00 PM local time
The next business day ***Available for next business day withdrawals, and to pay checks and purchases that post to your account the next night*** • Non-Citizens check (written by a customer of another bank), including a Federal Government check, deposited with a teller any time or at our ATM up to 10:00 PM local time

Special Rules: Longer delays may apply based on items deposited, account history or if you have recently opened your account with us. If there is a delay, due to non-Citizens check deposits, the first $200 of your total daily deposits will be available the next business day.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks that you deposit that are returned to us unpaid and, subject to Applicable Law, for any other problems involving your deposit.

B. Longer Delays May Apply. Generally, if we delay the availability of funds from your deposited checks, funds may be available by the second business day after the day of the deposit. However, where longer delays may apply for deposited checks, funds may be available the seventh business day after the day of the deposit. If we delay the availability of funds from your deposited checks we may make $200 available on the first business day after the day of your deposit. For new accounts, we may make $200 of your total check deposits drawn on another bank available to you on the first business day after the day of your deposit.

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

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.
- If a check is drawn on a bank outside of the United States, it may be sent for collection instead of being deposited into your account. Funds will be available after we receive payment of the check from the bank on which it is drawn.

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

C. Special Rules for New Accounts. If you are a new customer, the following special rules will apply during the first 27 days your account is open. If the 27th day does not fall on a business day, these special rules will apply through the first business day after the 27th day. We may make the first $200 of your deposits of items drawn on another bank available to you for withdrawal on the next business day after the day of your deposit. Funds from electronic direct deposits to your account, wire transfers and cash deposits made in person to one of our employees will be available on the same day we receive the deposit. Funds from deposits of cash and the first $5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks, and Real-time Payments will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip, which can be obtained upon request at any branch). The excess over $5,000 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $5,000 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on any subsidiary bank of Citizens Financial Group, Inc. will be available on the second business day after the day of your deposit.

Funds from all other check deposits will be available on the fifth business day after the day of your deposit.

VII. POSTING ORDER; PAYMENT OF CHECKS

The following describes the order in which we post transactions to your account, which is known as our "Posting Order." At the end of each business day, Citizens processes the transactions on your account. The chart below describes the order in which we post transactions to your account and affect your available balance. For example, we will post your available deposits before your withdrawals. So you may be able to avoid overdraft fees if a deposit becomes available that night to cover ATM withdrawals or purchases that brought your account below zero that day.

We "post" (i.e., credit/add or debit/subtract) your transactions to your account during our nightly processing, each business day. As a result, items do not always post in the order in which the transactions occurred. Rather, we group your transactions into certain categories and post transactions within those categories as described below:

POSTING ORDER	TRANSACTION TYPE	HOW THEY ARE POSTED
1st	• Available deposits	• Deposits are credited (added) as soon as they are "available." • Availability varies depending on the type of deposit and where it was made. • For more information on when your deposits become available refer to Funds Availability Disclosure.
2nd	• Overdraft Fees and Returned Item Fees (per item charge if account is overdrawn)	• These withdrawals are processed in the order of highest-to- lowest dollar amount.

3rd	• ATM withdrawals • Debit Card transactions • Transactions executed by a teller in a branch (including cashed checks) • Account transfers	• These withdrawals are all processed in the chronological order the transactions were conducted according to the date and time provided to us. • As a result, your prior day transactions will post before your current day transactions. • The time we receive items for posting may differ from the time shown on your receipt. Transactions without date and/ or time will then be posted in the order of lowest-to-highest dollar amount.
4th	• Checks (other than those cashed at the teller) • ACH transactions • Online Banking payments Preauthorized Debits (e.g. recurring monthly payments)	• These withdrawals are processed in the order of highest to-lowest dollar amount.
5th	• Miscellaneous adjustments (levies, deposit adjustments, garnishments, etc.)	• These withdrawals are processed in the order of lowest-to-highest dollar amount.
6th	• Charges for services provided including Sustained Overdraft Fees, stop payment fees and research fees	• These withdrawals are processed in the order of lowest-to-highest dollar amount.
7th	• System generated transactions such as monthly maintenance fees and finance charges.	• These withdrawals are processed in the order generated by our system.

VIII. INSUFFICIENT FUNDS, OVERDRAFTS AND RETURNED ITEMS

We determine during each business day whether or not your account contains sufficient available funds to pay an item (for example, a check, in-person withdrawal from a teller, ATM withdrawal, point-of-sale purchase, or any other paper or electronic item drawn on your account). If we determine that your account has insufficient or unavailable funds to pay an item, we have the right to take the following actions without prior notice to you:

- return the item,
- decline the item, or
- pay the item and create an overdraft in your account.

We are under no obligation to pay an item and create an overdraft. Our honoring of one or more overdrafts does not obligate us to honor any future overdrafts, and you should not rely on us to honor an overdraft even if we have done so in the past.

When any item is presented where there are insufficient available funds to pay the item, we can charge you a fee, depending upon whether or not we pay the item or return the item.

- If we pay the item, such as a check or ATM withdrawal or debit card transaction, we will charge an Overdraft Fee.
- If we return the item such as a check (including other items using your checking account number), an online or automatic bill payment, or a preauthorized debit item, we will charge a Returned Item Fee.

We may impose a fee for each such item that we return or pay. As a result, more than one fee may be imposed on you each day, depending upon the number of such items that we return or pay.

If your account remains overdrawn, starting a specific number of business days after your account goes into overdraft status, we will charge a Sustained Overdraft Fee for a given number of business days.

Please refer to the Business Account Fees and Features Guide for information about the amount of the fees and how the fees are calculated for your account.

You are responsible for the full amount of any overdraft along with any fees that apply. You agree to promptly deposit sufficient available funds to cover any overdraft and related fees. You authorize us to use the money from any subsequent deposits to your account to pay any overdraft and related fees. You also agree to reimburse us for any losses we suffer in collecting any overdrafts from you.

If your account has an Overdraft Line of Credit, transactions that would create an overdraft on your account may be honored in accordance with our Overdraft Line of Credit Plan Agreement with you. In addition, your savings account may also be used to provide overdraft transfers to your checking account, if your savings account is eligible for this service. Please refer to the agreements that govern these Overdraft Plans for the terms governing these services.

IX. SET OFF AND LOSSES

A. Set off. If you owe us or any of our affiliates money and that money is due, you agree to grant us and our affiliates a security interest in your account and any account you have with our affiliates, and you also agree to grant us the right, on our own behalf and on behalf of our affiliates, to the maximum extent permitted by Applicable Law, to set off the funds in your account and any other account you have with any of our affiliates to pay money owed to us or any of our affiliates, including, without limitation, charges and fees set forth in the Fees and Features Guide owed to us. You agree that the security interest you have granted us by this Agreement is consensual and is in addition to our right of set off. We may exercise our rights of set off and security interest without recourse to other collateral, if any, and even if our action causes you to lose interest, have transactions on your account returned, incur an early withdrawal penalty or any other consequence. If we exercise our right of set off, we will notify you to the extent required by Applicable Law.

Our right of set off and our security interest may not apply to your account if the right of set off or the granting or exercise of a security interest in your account is prohibited by Applicable Law.

B. No Exemption from Set Off. If any funds in your account are exempt from execution, levy, attachment, garnishment, seizure, set off or other equitable process (including, without limitation, any Social Security, Supplemental Security Income, veterans or other federal or state benefits), you agree to waive such exemption to the extent permitted by Applicable Law.

C. Reimbursement for Losses. If we take any action to collect your debt or other amounts you owe us under this Agreement or defend ourselves in a lawsuit brought by you where we are the prevailing party, you agree to reimburse us for our losses, to the extent permitted by Applicable Law. We may charge your account for our losses without prior notice to you.

X. STOP PAYMENT, STALE, POSTDATED CHECKS

A. Stop Payment Requests. If you do not want us to pay a check drawn on your account, you have a right to request that we do not pay the check. We will accept a stop payment request from an account owner or any authorized account signer, regardless of which account owner or authorized signer signed the check. Any account owner or authorized signer may cancel a stop payment order.

You can exercise this right by notifying us in person or by writing or calling us. You may generally stop payment on a check drawn on your account, provided that we have not accepted, certified, paid in cash, made final payment on or otherwise become accountable for such check, except to the extent otherwise required by Applicable Law.

Stop payment requests must be timely and describe the check by the exact account number, check number and amount of the check. You must also provide any other information we reasonably request that would assist us in identifying the check (for example, the name of the person the check is made out to and the date of the check). We must be given a reasonable opportunity to act on any stop payment request before it can be considered effective. Your stop payment request will generally be effective when it is processed in your account. If the information you give us is not correct, does not reasonably describe the check or is not provided timely so as to give us a reasonable opportunity to act on your request, we are not responsible if we are not able to stop payment on the check.

Both written and oral stop payment requests are valid for six months, unless you rescind your request in writing before the expiration of the six-month period. You may also renew your stop payment request by notifying us in person, or by writing or calling us before the expiration of the six-month period. We will not inform you when a stop payment order is about to expire. If you do not timely renew your stop payment request and the check is presented to us for payment, we may pay it without any liability to you. You may send written stop payment requests to any of our branch offices.

Stop payment requests may not be issued on bank checks (for example, cashier's checks, official checks or money orders). We may, however, replace a lost, stolen or destroyed bank check, provided you comply with our established procedures. If the original bank check is presented to us for payment before your claim becomes effective, we may pay the check, and we will not be liable to you for that item.

The amount of the stop payment request fee is disclosed in the Fees and Features Guide. You agree to pay us a fee for every stop payment request we receive from you.

B. Stale Checks. Unless there is a valid stop payment request in effect, we may, in our sole discretion, pay or dishonor a check, other than a certified check, drawn on, and presented for payment against, your account if the check is presented more than six months after its date (that is, a stale check). We will make this decision without notice or liability to you.

C. Postdated Checks. Our check processing equipment is unable to detect postdated checks (that is, a check dated later than the date on which the check is written). Therefore, you agree not to write postdated checks on your account. You agree that we can assume that all checks presented against your account are payable on demand. We may pay and charge against your account a postdated check even though payment was made before the date of the check. We will not be liable to you for paying a postdated check drawn on your account before the stated date unless required by Applicable Law.

D. Safeguarding Your Checks. You agree to use care in safeguarding unsigned checks on your account against theft or misuse. You agree to tell us immediately if any such checks are lost, missing, destroyed or otherwise unaccounted for.

E. Check Safekeeping/Check Imaging. If we provide you with check imaging or check safekeeping services, we retain canceled checks and do not return them with your account statement. You agree that your canceled checks may be destroyed after a reasonable period of time as determined by us in accordance with Applicable Law. You agree that by maintaining the original check or a substitute check (or images or copies of them) on your behalf, we have made the check available to you in a reasonable manner. Copies of checks are available for seven years from the date they are posted to your account. You may request a copy of any canceled check or substitute check, and a service charge may be imposed for each copy provided, as provided for in the Fees and Features Guide. If for any reason we cannot return a copy of your check or satisfy your needs through other means, you agree that we will not be liable for more than the face amount of the check or your losses, whichever is less.

F. Copies. At your request, we may provide you with copies of statements, checks, deposit and withdrawal slips or other account records and conduct research on your account. Fees for account research and the production of account records are set forth in the Fees and Features Guide and are payable upon request of service at the teller window or may be deducted from your account without notice to you.

XI. FEES AND CHARGES

Your account may be subject to monthly maintenance and transaction fees and other miscellaneous charges. Account fees and charges are generally disclosed in the Fees and Features Guide. You agree that we may automatically deduct any such fees and charges from your account without notice to you.

XII. ACCOUNT STATEMENTS

A. Frequency. Your statement will be sent to you monthly, quarterly or annually, depending on the type of account and services you have with us. We will not send your account statement to you if it is unclaimed or undeliverable because you provided us with inadequate delivery instructions, did not notify us in writing of a change in address, asked us to hold your account statement and did not claim it, or your account is inactive and deemed abandoned under Applicable Law or our procedures. In each of these cases, for all purposes it will be considered as if we had made your statement available to you as of the statement date that was or would have been printed on your statement. Unless Applicable Law provides otherwise, we may change the frequency of statements without providing notice to you of such change.

B. Your Responsibility to Review Your Transactions. You agree to carefully review your account statement and each transaction as soon as possible. If there are any errors or discrepancies, including, without limitation, unauthorized transactions, signatures or alterations, you agree to promptly notify us of such errors or discrepancies within a reasonable time period, which will not be longer than 30 calendar days after we send you or otherwise make available to you your account statement, unless otherwise required by Applicable Law. Otherwise, we will consider the information contained in your account statement correct. Subject to Applicable Law, you may not make any claim against us for transactions reflected on a statement that you believe are incorrect, altered, forged, unauthorized, or improperly paid unless you notify us of that claim in writing within 30 calendar days after the statement was sent or made available to you. You can write to us at: Citizens, Customer Service Center, P.O. Box 42001, Providence, RI 02940-2001. You understand that we process checks by automated means and do not visually inspect all checks, and you agree that we do not fail to exercise ordinary care by using automated means to process your checks. You further agree that we do not fail to exercise ordinary care if we pay a check that was altered or forged in such a manner that a reasonable person would not be able to detect the alteration or forgery.

Please note that pursuant to the rules of the National Automated Clearing House Association (NACHA) which govern the processing of electronic funds transfers received through an automated clearing house or the funds transfer system of the Federal Reserve Banks (each an ACH Entry), instructions to reverse erroneous or unauthorized ACH Entries affecting the accounts of non-consumers must be submitted within two (2) days, therefore you must notify us of any erroneous or unauthorized ACH Entries affecting your account within one (1) day of the ACH Entry posting to your account so that we can submit a reversal ACH Entry on your behalf within the NACHA imposed time limit. Failure to meet the NACHA time limit may not prevent you from recovering any losses you may suffer as a result of an erroneous or unauthorized ACH Entry posting to your account, but it will make any such recovery more time consuming and difficult.

C. Change of Address. We will rely on your address as it appears on our records for any and all communications we send to you unless you notify us in writing of a change of address at: Citizens, Customer Service Center, P.O. Box 42001, Providence, RI 02940-2001, and we have had a reasonable opportunity to act on such notice. You agree to notify us in writing if you change your address. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this information. We have no liability to you if we change your address based on such information, even if the information provided by the U.S. Postal Service or its agent is incorrect.

D. Correspondence. To the extent permitted under Applicable Law, any written correspondence you send to us will not be effective until we have received it and we have had a reasonable opportunity to act on such correspondence. Any written correspondence we send to you will, however, be effective and deemed delivered when mailed to you at your address as it appears on our records. If you have agreed to receive information or documents from us electronically (Electronic Records), the Electronic Records are sent by us, and received by you, when either (a) the Electronic Records are transmitted by us to an email address you have given us for that purpose, or (b) the Electronic Records are posted to a website and an email is transmitted by us to an email address you have given us for that purpose notifying you that the Electronic Records are available for access. If you have agreed to receive information or documents from us electronically, you will notify us immediately if your email address changes. Until you give us notice, we may continue to send Electronic Records to your email address we have on file.

You authorize us (and our affiliates, agents and contractors) to contact you at any number you provide to us, from which you call us, or at which we believe we can reach you, and that we may contact you for any reason, including regarding any request you make for a loan or other product, to service or collect on every account you currently have with us or may have with us in the future and regarding any other products or services we are providing to you or which we provide to you in the future.

You authorize us to contact you in any manner, including by means of automated dialing devices, prerecorded messages, wireless push notifications, or text messages, even if you are charged for receiving the communication and even if you will receive the communication on a mobile or wireless device. You agree that such calls are not unsolicited and that we may monitor and/or record them.

XIII. ACCOUNT RESTRICTIONS; CLOSING YOUR ACCOUNT

A. Assignment, Pledge or Transfer of Your Account. Your account is not negotiable and not transferable. Your savings account and CD account may be assigned or pledged by you only with our prior written consent (which we may withhold in our sole discretion) and upon receipt of any documentation we may require in a form satisfactory to us. We may, in our sole discretion, permit you to pledge your account as collateral for a loan made by us.

B. Closing Your Account. We may close your account at any time and for any reason and may or may not, in our sole discretion, provide notice to you of such closing. You may also close your account at any time by calling us or by visiting any of our branch offices. Any request to close your account will be effective only after we have received your request and we have had a reasonable opportunity to act on such request. If your account is closed, we may, in our sole discretion, mail to you at your address as it appears on our records a bank check representing the remaining balance in your account, if any, or transfer such balance to another account you maintain with us. In any event, we will not be liable to you for dishonoring any item drawn on or debited from your account and presented to us for payment after your account has been closed. The closing of your account, whether by us or you, will not affect any of your or our rights and obligations which have arisen before the effective date of the closing of your account, and this Agreement will survive the closing of your account. In this regard, after your account is closed, you are still responsible for the payment of any fees or charges incurred prior to or in connection with the closing of your account.

C. Abandoned Accounts. If you do not notify us in writing of a change in your address at: Citizens, Customer Service Center, P.O. Box 42001, Providence, RI 02940-2001, or if you do not use your account, your account may be presumed inactive or even abandoned after a certain period of time. Inactive accounts may be subject to service charges similar to those imposed on active accounts, and service charges may also be imposed on accounts presumed to be abandoned subject to Applicable Law. If your account is presumed to be abandoned, it will be turned over to the appropriate state in accordance with Applicable Law.

D. Disputes. Your account may become involved in an actual or potential claim, legal dispute, or legal process (for example, attachment, levy or garnishment) relating to your account (Dispute). In such instances, we may refuse to allow any Transactions on your account until the Dispute is resolved or we are notified by the proper persons or authorities that the Dispute has been resolved. You agree that we will not be liable to you for making a payment to any third party involved in a Dispute even if such payment leaves insufficient available funds in your account to cover any Transactions on your account. We will not contest a Dispute on your behalf, and we may take action to comply with a Dispute as we may determine to be appropriate under the circumstances without any liability to you. We will, to the extent required by Applicable Law, notify you in writing whenever we are notified of a Dispute and place such restrictions on your account. We may charge against or deduct from your account without prior notice to you, or otherwise bill you directly, an amount representing our expenses incurred in responding to or processing a Dispute, including, without limitation, attorneys' fees and litigation costs, as permitted by Applicable Law. In addition, you agree that we may assess and debit from your account any applicable fees set forth in the Fees and Features Guide that may be assessed as a result of the Dispute in accordance with Applicable Law.

E. Documentation as Evidence. If we go to court or to an arbitration forumfor any reason, whether the proceeding is instituted by you, us or some other third party, we may introduce into evidence a copy, printout, microfilm, microfiche or electronic version of any document evidencing a transaction under this Agreement and such copy, printout, microfilm, microfiche or electronic version will be deemed as valid as the original document.

XIV. OTHER LEGAL MATTERS

A. No Waiver of Agreement. No delay or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement on any one occasion will constitute a waiver of that power, right, remedy or obligation on any subsequent occasion. In any event, no such waiver or delay by us will be effective unless it is in writing and signed and approved by us.

B. Enforceability of Agreement. If there is a conflict between this Agreement and Applicable Law, despite anything in this Agreement that may state otherwise, this Agreement will be considered changed to the extent necessary to comply with the law. If any provision of this Agreement is deemed to be invalid, illegal or otherwise unenforceable in any respect by a court or other governmental agency having competent jurisdiction over us, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

C. Limited Liability. Unless we have acted in bad faith or are otherwise prohibited by Applicable Law, we will not be liable to you for performing (or failing to perform) our services under or in connection with this Agreement. Without limiting the foregoing, we will not be liable for delays or mistakes which happen because of reasons beyond our control, including, without limitation, acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction of or unavoidable difficulties with our equipment.

If a court or arbitration finds that we are liable to you because of what we did (or did not do, as the case may be) under or in connection with this Agreement, you may recover from us only your actual damages, in an amount not to exceed the total fees and charges paid by you to us under and in connection with this Agreement during the six month period immediately preceding the event giving rise to our liability. You agree that the dollar limitation described in the preceding sentence is reasonable, to the extent permitted by Applicable Law.

IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

D. Indemnification of Citizens. You agree to indemnify and hold us, our directors, officers, employees, and agents (and the same of our affiliates and our affiliates themselves) harmless from and against losses arising in connection with the services provided under this Agreement, except for losses arising out of our own gross negligence or willful misconduct. You further agree to indemnify and hold us, our directors, officers, employees, and agents (and the same of our affiliates and our affiliates themselves) harmless from losses arising out of actions taken or omitted in good faith by us in reliance upon instructions from you. We are not responsible for any actions or omissions by any third party. If you give us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions. We are under no obligation to follow, and we will not be liable to you if we choose not to follow, such instructions. If we do, we may ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us.

E. ACH Transactions. You agree to adhere to the rules issued by the National Automated Clearing House Association governing electronic funds transfers processed through the Automated Clearing House network.

F. Choice of Law. Your account is governed by federal law and, to the extent not preempted by federal law, the law of the state where we open your account, or, if we transfer your account to another location, where we currently maintain your account (without regard to choice of law provisions).

G. Changes to Agreement. We may change any term or condition of this Agreement in our sole discretion and from time to time. Any such change will generally be effective immediately without notice to you unless we are required by Applicable Law to provide you with advance written notice of the proposed changes. In such instances, those changes will be effective immediately after we have provided you with the required advance written notice following the effective date stated in such notice.

If any such required advance notice is returned to us as undeliverable because of a change in your address which you have not notified us about in writing or any other reason which is not our fault, the changes described in that notice are still binding on you. If you do not agree to the changes, you may terminate this Agreement in accordance with the terms of this Agreement. You will be deemed to accept any changes to this Agreement if you continue to maintain or use your account after the date on which the changes became effective. This Agreement may not be amended or modified orally.

H. Your Instructions. In our sole discretion, we may follow your instructions concerning your account, whether such instructions are provided by you in writing, electronically, orally (including our recording of your oral instructions) or by other means, and we may do so without any liability to you.

I. Section Headings. The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Agreement.

J. Restricted Transactions. In accordance with certain provisions under the Unlawful Internet Gambling Enforcement Act of 2006 (the "Act"), and any other applicable federal or state law, along with bank policy, you agree not to engage in the transaction of business involving unlawful Internet gambling, knowingly accepting payments from any person or entity in connection with unlawful Internet gambling, or any other restricted transactions (collectively, "restricted transactions"). Under the Act, unlawful Internet gambling generally would cover making a bet or wager that involves use of the Internet without proper licensing. We reserve the right to prevent or prohibit the acceptance or payment of such restricted transactions through any means, including the use of automated clearing house transactions ("ACH"), card systems, check collection, Real-time Payments or wire transfers ("designated payment systems"). In the event we find you to be engaging in any restricted transactions, we reserve the right to take action, as we deem appropriate, including, but not limited to, the immediate closure of your account. Under applicable law, regulations and bank policy, we also reserve the right to identify and block, or otherwise prevent or prohibit such restricted transactions and any other transactions that may relate to Internet gambling businesses.

XV. ARBITRATION

This section constitutes the Arbitration Agreement between you and us.

READ THIS SECTION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. If you do not opt out, for a dispute subject to arbitration, there is a waiver of rights as discussed below. Arbitration procedures are simpler and more limited than rules applicable in court. The decision of the arbitrator is generally final and binding.

You have the right to cancel or opt out of this Arbitration Agreement as set forth below.

Special Definition of "We," "Us" and "Our "

Solely for purposes of this Arbitration Agreement, the terms "we," "us" and "our," in addition to the meanings set forth in this Business Deposit Account Agreement (the "Account Agreement"), also refer to our employees, officers, directors, parents, agents, controlling persons, subsidiaries, affiliates, successors and assigns.

Binding Arbitration
If you have a dispute with us, and we are not able to resolve the dispute informally, you and we agree that upon demand by either you or us, the dispute will be resolved through the arbitration process as set forth in this part. A "claim" or "dispute," as used in this Arbitration Agreement, is any unresolved disagreement between you and us, arising from or relating in any way to the Account Agreement (including any renewals, extensions, addendums or modifications) or the deposit relationship between us. It includes any disagreement relating in any way to services, accounts or any other matters; to your use of any of our banking facilities; or to any means you may use to access your account(s). Any claims or disputes arising from or relating to the advertising of our services, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of on what theory they are based, whether they seek legal or equitable remedies, or whether they are common law or statutory (federal or state) claims. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future.

However, "claim" or "dispute" as used in this Arbitration Agreement does not include any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, the "Class Action and Class Arbitration Waiver" set forth below, subparts (1) and (2) of the "Severability and Survival" part set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide; but disputes about the validity or enforceability of this Account Agreement as a whole are for the arbitrator and not a court to decide. **ANY DISPUTE CONCERNING THE VALIDITY, ENFORCEABILITY, COVERAGE OR SCOPE OF THIS ARBITRATION AGREEMENT SHALL BE RESOLVED IN A RHODE ISLAND STATE OR FEDERAL COURT OF LAW, AND THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF SUCH A COURT FOR SUCH PURPOSE.**

TRIAL WAIVER

YOU AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A JURY TRIAL AND TRIAL BEFORE A JUDGE IN A PUBLIC COURT upon demand by either party for arbitration. However, you and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court's jurisdiction and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing shall bear all costs and expenses incurred by the other party in compelling arbitration.

CLASS ACTION AND CLASS ARBITRATION WAIVER: NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION, OR TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, UNLESS THOSE PERSONS ARE JOINT ACCOUNT OWNERS OR BENEFICIARIES ON YOUR ACCOUNT. This is so whether or not the claim has been assigned.

Arbitration Procedures

You or we may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced.

Each arbitration, including the selection of the arbitrator(s) shall be administered by the American Arbitration Association (AAA), or JAMS according to such forum's rules and procedures. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free)
Website: adr.org

JAMS
1-800-352-5267 (toll-free)
Website: jamsadr.com

In the event that JAMS or the AAA is unable to handle the dispute for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties pursuant to the AAA rules of procedure; or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act (Title 9 of the United States Code) ("FAA")). To the extent that there is any variance between the selected forum's rules and this Arbitration Agreement, this Arbitration Agreement shall control.

If you initiate the arbitration, you must notify us in writing at:

Citizens
PO Box 6067
Providence, RI 02940-6067

If we initiate the arbitration, we will notify you in writing at your last known address in our file.

The arbitration shall take place in the federal judicial district in which you reside, unless the parties agree to a different location in writing. Arbitrators must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation.

The arbitrator will follow applicable substantive law to the extent it is consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. In addition, you or we may submit a written request to the arbitrator to expand the scope of discovery normally allowable. At the timely request of either you or us, the arbitrator must provide a brief written explanation of the basis for the award. A judgment on the award may be entered by any court having jurisdiction. You and we agree that in our relationship arising from this Account Agreement: (1) the parties are participating in transactions involving interstate commerce; and (2) this arbitration agreement and any resulting arbitration are governed by the provisions of the FAA, and, to the extent any provision of that act is inapplicable or unenforceable, the laws of the state that govern the relationship between you and us.

No arbitrator shall have authority to entertain any dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

Arbitration Costs
The party initiating the arbitration (or appeal of the first arbitration award) shall pay the initial filing fee. If you file the arbitration and an award

is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so; or if you ask us in writing and we determine in good faith there is a justifiable reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but the arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by the Account Agreement, the forum's rules or applicable law.

Arbitration Award and Appeal
The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum. The panel shall reconsider anew all factual and legal issues, following the same rules of procedure and decide by majority vote. Reference in this Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph entitled "Arbitration Costs." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Severability and Survival
If any part of this Arbitration Agreement is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except that:

1. The parties acknowledge that the Class Action and Class Arbitration Waiver is material and essential to the arbitration of any disputes between them and is non-severable from this Arbitration Agreement. If the Class Action and Class Arbitration Waiver is limited, voided or found unenforceable, then this Arbitration Agreement (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action and Class Arbitration Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and
2. If a claim is brought under California law seeking public injunctive relief and a court determines that the restrictions in the Class Action and Class Arbitration Waiver or elsewhere in this Arbitration Agreement prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for

public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

The Arbitration Agreement shall survive the closing of your account and the termination or modification of any relationship between us.

Notice and Cure
Prior to initiating an arbitration, you may give us a written Claim Notice describing the basis of your claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than thirty (30) days, to resolve the claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at:

Citizens
PO Box 6067
Providence, RI 02940-6067

This is the sole and only method by which you can submit a Claim Notice. You should address all claims you have in a single Claim Notice and, if necessary, a single arbitration proceeding.

Collection Costs
You are liable for all amounts charged to your account, whether by offset, overdraft, lien or fees. If we take court action or commence an arbitration proceeding against you to collect such amounts, or if you elect arbitration of a collection action we have brought against you in court, you will also be liable for court or arbitration costs, other charges or fees, and reasonable attorneys' fees, should we prevail in such court action or arbitration. In the case of a joint account, each account owner is jointly and severally liable for all amounts charged to the account regardless of which owner incurred the charges to the account.

Rights Preserved
This Arbitration Agreement does not prohibit you or us from exercising any lawful rights or using other available remedies to preserve, or obtain possession of property; exercise self-help remedies, including setoff rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction.

Right to Cancel or Opt Out of This Arbitration Agreement
You may opt out of this Arbitration Agreement to resolve any claim or dispute by arbitration. To opt out of this Arbitration Agreement, you must send us written notice of your decision within forty-five (45) days of the opening of your account. Such notice must clearly state that you wish to

cancel or opt out of the Arbitration Agreement section of this Account Agreement. It should include your name, address, account name, account number and your signature and must be mailed to:

Citizens
PO Box 6067
Providence, RI 02940-6067

This is the sole and only method by which you can opt out of this Arbitration Agreement. Your exercise of the right to opt-out will not affect any remaining terms of this Account Agreement and will not result in any adverse consequence to you or your account. You agree that our business records will be final and conclusive evidence with respect to whether you cancelled or opted out of this arbitration agreement in a timely and proper fashion.

Thank you for banking with us.

citizensbank.com

1-800-862-6200

Citizens™

Order #338293 Rev Jan 2022

Citizens

Addendum to Business Deposit Disclosures

This addendum amends the Business Deposit Account Agreement and the Business Deposit Accounts Fees and Features Guide for Citizens (a brand name of Citizens Bank, N.A.) which may be referred to herein as Citizens. As used in this Addendum, the words "you" and "your" individually and collectively mean any and all account holder(s) maintaining an account with Citizens and anyone else with the authority to deposit, withdraw, or exercise control over funds in the account; as well as any person, partnership, corporation, association, limited liability company or other business entity maintaining an account with Citizens. The Deposit Disclosures provided to you at account opening are amended to include and incorporate by reference each section that is mentioned below.

Changes applicable to the Business Deposit Accounts Fees and Features Guides

Definitions, page 4 - 5. Overdraft Fees and Returned Items Fees. The following fees are updated as follows: Overdraft Fee: replace $39 per item paid with $35 per item paid, Returned Item Fee: replace $39 per item paid with $35 per item returned. The following sentence is being added below Returned Item Fee: We will limit to eight the combined number of Overdraft Fees and/or Returned Item Fees charged on any one business day, up to a total of $280.

The following information is added as a new row under Per Item Fees, Returned Item Fee: Overdraft Pass.......$0.

No Overdraft Fee will be charged on any overdraft item of $5 or less ($10 or less for Business Advisor Checking®) or when your account is overdrawn and the total overdrawn amount at the end of the same business day is $5 or less ($10 or less for Business Advisor Checking).

The following sentence is added to the end of the last paragraph: "If multiple attempts are made to submit a returned item for payment, multiple fees may be charged to you."

The following sentence is added to the end of this section: "Citizens Private Bank Analysis Checking and Citizens Private Bank Business Money Market Accounts are exempt from Overdraft Fees and Return Item Fees."

Definitions, Page 5. Sustained Overdraft Fee. The following sentence is added to the end of this section: "Citizens Private Bank Analysis Checking and Citizens Private Bank Business Money Market Accounts are exempt from Sustained Overdraft Fees."

Definitions, page 5. **Overdraft Plans**. The following sentence is added to this section: "Citizens Private Bank Analysis Checking and Citizens Private Bank Business Money Market Accounts are exempt from Overdraft Line of Credit Transfer Fees and an Annual Fee." The 2nd paragraph is deleted in entirety.

Definitions, Page 5. Checking Dormant Account Fee. The following sentence is added to the end of this section: "Citizens Private Bank Analysis Checking is exempt from Checking Dormant Account Fees."

Definitions, Page 5. Money Market and Savings Dormant Account Fee. The following sentence is added to the end of this section: "Citizens Private Bank Business Money Market Account is exempt from Money Market Dormant Account Fees."

Account Features, page 7. Interest Rate Information, 2nd paragraph. All references to "10:00 p.m." are replaced with "10:00 p.m. Eastern time".

Other Fees, page 9. Collection (outgoing, incoming or domestic) $25 This line item is deleted in entirety.

Other Fees, page 9. CPA Confirmation Footnote 3 is added as third party charges may apply.

Other Fees, page 9. Debit Cards and ATM Cards

"Non-Citizens ATMs- for each withdrawal, transfer, balance inquiry, mini-statement ...$3" is deleted and replaced with:

Non-Citizens ATMs-

For each withdrawal	$3
For each transfer	$3
For each balance inquiry	$3
For each mini-statement (where available)	$3

Other ATM owners, domestic or foreign, may charge you additional fees for use of their machines.

The following sentence is added to the end of this section: "Citizens Private Bank Analysis Checking and Citizens Private Bank Business Money Market Accounts are exempt from Non-Citizens ATMs fees."

Foreign Transaction Fees is replaced with Foreign Currency Fees.

Other Fees, page 9. Copies
Effective January 1, 2024, all $6 copy fees are deleted in entirey.

Other Fees, page 9.
Excessive Transaction Fee (applies to all Money Market accounts.) This section is deleted in entirety and replaced with:

For Private Bank Business Money Market accounts, you are limited to six transactions (checks, telephone, wires, ATM withdrawals, Bill Pay, preauthorized transfers and any withdrawal transfers) per month.

For the 7th transaction in a single month $20

This fee will be assessed for each 7th transaction in a single month.

Excessive Transaction Fee (applies to all Business Savings accounts.) This fee is deleted in entirety.

Other Fees, page 10. International Services
Foreign Check for Collection section replaces '(in USD outside Canada)' with '(USD equivalent of $100,000 or more)[4].'
Foreign Check for Collection (Minimum check amount $1,000 USD)..........$50[4] line item is deleted in entirety.
Footnote 4 is added to 'Foreign Check for Collection (USD/Canadian Dollar fund < $100,000 face value drawn on Canada)'.

Other Fees, page 10. List Post Services This line item is deleted in entirety.

Other Fees, page 10. Maintaining Dual/Multiple Signatures This section is deleted in entirety.

Other Fees, page 10.

Money Order or Replacement of Money Order
Citizens Private Bank Analysis Checking and Citizens Private Bank Business Money Market Accounts are exempt from Money Order fees.

Online Banking/Bill Pay The Outgoing Transfer Fee is deleted in entirety.

Online Banking Access using Quicken® or Quickbooks® This line item is deleted in entirety as service is no longer available.

Online Banking Access and Bill Payment using Quicken® or Quickbooks® This line item is deleted in entirety as no longer available.

Other Fees, page 10. Overdraft Plans

Savings Overdraft Transfer Plan The Savings Overdraft Transfer Plan Transfer Fee is deleted in entirety.

Overdraft Line of Credit Plan This section is deleted in entirety and replaced with: $12 Transfer Fee per day for each day a transfer occurs. $30 Annual Fee, Interest on outstanding balances.

No Transfer Fee will be charged for any day in which all overdraft transactions are $5 or less ($10 or less for Business Advisor Checking®) or the overdraft plan transfer is for $5 or less ($10 or less for Business Advisor Checking®) — Business Overdraft Pass.

Citizens Private Bank Analysis Checking and Citizens Private Bank Business Money Market Accounts are exempt from Overdraft Line of Credit Transfer Fees and an Annual Fee.

Other Fees, page 10. Overdraft/Returned Item/Sustained Overdraft Fees

Overdraft Fee Replace $39 per item paid with $35 per item paid.[12]

The following information is added as a new row under Overdraft Fee:

Overdraft Pass.......$0.

No Overdraft Fee will be charged on any overdraft item of $5 or less ($10 or less for Business Advisor Checking®) or when your account is overdrawn and the total overdrawn amount at the end of the same business day is $5 or less ($10 or less for Business Advisor Checking).

The following sentence is added to the end of this section: "Citizens Private Bank Analysis Checking and Citizens Private Bank Business Money Market Accounts are exempt from Overdraft/ Return Item/ Sustained Overdraft Fees."

Returned Item Fee Replace $39 per item returned with $35 per item returned.[12]

Other Fees, page 10. Research Effective January 1, 2024, this fee is deleted in entirety.

Other Fees page 10. Returned Deposited/Cashed Item Effective March 28, 2023, the Returned Cashed Item fee is deleted in entirety. The Returned Deposited Item fee remains $20.

Other Fees page 10. Redeposited Item The fee remains at $6.25.

Other Fees page 10. Safe Deposit (where available) This section, which includes 6 line items of fees, is deleted in entirety.

Other Fees, page 10. International Services

The below are deleted in entirety as the service is no longer available:

- Foreign Drafts..$25
- Foreign Draft Cancellations..$35

Stop Payment (including through Bill Pay)
Citizens Private Bank Analysis Checking and Citizens Private Bank Business Money Market Accounts are exempt from Stop Payment fees.

Other Fees, page 11.
Wire Transfer Fees
Citizens Analysis Business Checking (Analyzed), Citizens Private Bank Analysis Checking (Analyzed) and Citizens Private Bank Business Money Market Account: Footnote 1 is added to this section.
Business Advisor Checking, Clearly Better Business Checking and all other Non-analyzed Business Accounts: Effective October 1, 2021, the fee table is deleted in entirety and replaced with:

Domestic Incoming	$18
Domestic Outgoing	$30
Domestic Outgoing (repetitive)	$18
Foreign Incoming USD	$12
Foreign Incoming Foreign Currency	$10
Foreign Outgoing USD	$40
Foreign Outgoing USD (repetitive)	$22.50
Foreign Outgoing Foreign Currency	$15
Foreign Outgoing Foreign Currency (repetitive)	$7.50
Interbank (book transfer)	$5
Outgoing (officer assisted)	$100

Additional Wire Services and Fees (Applies to Business Advisor Checking, Clearly Better Business Checking and all other Non-analyzed and Analyzed Business Accounts):

Incoming wire notification by phone	$10
Incoming/Outgoing wire notification by fax	$8
Incoming wire Repair	$3

Cash Flow Essentials:

The following outgoing wire fees apply to those Business Advisor Checking, Clearly Better Business Checking, Association Checking with Interest, Business Green Checking, Business Savings and Business Partners Money Market accounts enrolled in Cash Flow Essentials:

Domestic Outgoing	$10
Foreign Outgoing USD	$25
Foreign Outgoing Foreign Currency	$10
Interbank (book transfer)	$5

The following sentence is added to this section: For Citizens Private Bank Analysis Checking Accounts and Citizens Private Bank Business Money Market Accounts the analyzed account fees are defined in the Citizens Private Bank - Account Analysis Fee Guide.

Footnotes, page 12. Footnotes 3, 6, 8 and 9 are deleted in entirety. Footnote 12 is added "We will limit to eight the combined number of Overdraft Fees and/or Returned Item Fees charged on any one business day, up to a total of $280."

Footnote 11 replaces foreign transaction fee with foreign currency fee and the 2% transaction fee with 1.9% transaction fee.

Citizens®

Changes Applicable to the Business Deposit Account Fees and Features Guide

Checking Accounts

Citizens Private Bank® Analysis Checking available for sale. As with all analyzed account types, please consult Private Banker for analyzed fees associated with your analyzed account and services.

	Citizens Private Bank® Analysis Checking
Who is eligible	Available to clients of Citizens Private Bank Individual at least 17 years of age or 16 years of age with a parent or legal guardian
Monthly maintenance fee	**N/A**
Minimum opening deposit	**Any Amount**
How to avoid monthly maintenance fee	**N/A**
Relationship Summary on Statement	You can link other Citizens accounts to your Citizens Private Bank Analysis Checking to see a relationship summary on your monthly statement. Account balances from linked accounts will appear in the relationship summary section of your monthly checking statement. By linking accounts, you understand that your information, and that of other account holders, will be included on your statement.
Debit/ATM card	Yes
Statement delivery options	This account is available with your choice of statement at no additional cost. You may choose to receive a Paper Statement or Paperless eStatement (requires Online Banking).
	If you elect to receive paper statements, you can combine multiple accounts to receive a single combined statement each month. • You can combine checking, savings, money market and Certificates of Deposit (CDs, IRA CDs, SEP CDs, and Coverdell ESA) statements. Combined statements are not available for Paperless eStatements through Online Banking.
Overdraft Choices®	You can set up an Overdraft Plan from a Savings account or Line of Credit to help prevent overdrafts, and also select how you want ATM and debit card transactions that overdraw your account to be handled by the bank's Debit Card Overdraft Coverage. Refer to the complete Overdraft Choices section in this guide for further information.
Waived fees	Unlimited ATM transactions at other banks' ATMs with no ATM fee from us. ATM owner may charge you a fee.
	Unlimited refunds of other banks' ATM surcharge fees.
	Expedited Card Delivery Fee
	Unlimited Citizens Private Bank Business Analysis Checking, Citizens Private Bank Business Savings and Citizens Private Bank Business Money Market accounts with no monthly maintenance fee
	Overdraft Line of Credit Transfer Fee
	Overdraft Line of Credit Annual Fee
	Money Order Fee
	Stop Payment Fee
	Checks — No fee for any business style checks, including delivery
	Official Bank Check Fee
	Foreign Currency Exchange Fee
	Incoming Wire Transfer Fee
	Outgoing Wire Transfer Fee

Money Market Accounts

Citizens Private Bank® Business Money Market available for sale.

	Citizens Private Bank® Business Money Market
Who is eligible	Available to clients of Citizens Private Bank Individual at least 17 years of age or 16 years of age with a parent or legal guardian
Monthly maintenance fee	**N/A**
Minimum opening deposit	**Any Amount**
How to avoid monthly maintenance fee	**N/A**
Debit/ATM card	This account allows a standalone ATM card and/or can be linked to a debit card with a checking account as the primary.
Check printing	No fee
Interest	This account has a variable Annual Percentage Yield (APY). The variable APY is subject to increase or decrease daily after account opening without notice. Interest is calculated based on daily collected balance and is compounded and paid monthly. Collected balance: Funds are considered collected on the day the bank receives credit. See Funds Availability section of your Business Deposit Account Agreement.
Statement delivery options	This account is available with your choice of statement at no additional cost. You may choose to receive a Paper Statement or Paperless eStatement (requires Online Banking).
	If you elect to receive paper statements, you can combine multiple accounts to receive a single combined statement each month. • You can combine checking, savings, money market, and Certificates of Deposit (CDs, IRA CDs, SEP CDs, and Coverdell ESA) statements. Combined statements are not available for Paperless eStatements through Online Banking.
Overdraft Choices®	You can set up an Overdraft Plan from a Savings account or Line of Credit to help prevent overdrafts, and also select how you want ATM and debit card transactions that overdraw your account to be handled by the bank's Debit Card Overdraft Coverage. Refer to the complete Overdraft Choices section in this guide for further information.
Waived fees	Unlimited ATM transactions at other banks' ATMs with no ATM fee from us. ATM owner may charge you a fee.
	Unlimited refunds of other banks' ATM surcharge fees.
	Expedited Card Delivery Fee
	Unlimited Citizens Private Bank Business Analysis Checking, Citizens Private Bank Business Savings and Citizens Private Bank Business Money Market accounts with no monthly maintenance fee
	Overdraft Line of Credit Transfer Fee
	Overdraft Line of Credit Annual Fee
	Money Order Fee
	Stop Payment Fee
	Checks — No fee for any business style checks, including delivery
	Official Bank Check Fee
	Foreign Currency Exchange Fee
	Incoming Wire Transfer Fee
	Outgoing Wire Transfer Fee

Citizens

Changes applicable to the Business Deposit Account Agreement

Effective January 1, 2024, all references to "Research Fees" and "Fees for account research" are removed as there is no longer a fee for account research.

Section II: Establishing an Account, Section G. Authorized Signers, page 4
The following sentences are deleted: "When an account is established, you may indicate to us that you want two or more signatures for checks drawn on your account by designating a specific number of desired signatures on the signature card, a resolution or in a written authorization that is received by us. Additional details regarding dual signing are set out in the following paragraphs".

The following sentences are added at the end of section G: "You may include dual signature lines on checks, however, the dual signature lines are solely for your internal control purposes and are not binding on us. Accordingly, you agree that we may pay checks against your account without regard to the number of signatures."

Section II: Establishing an Account, Section G.1. Dual Signature Services, page 4.
This section is deleted in entirety.

Section II: Establishing an Account, Section G.2. Dual Signature Services, page 5-6.
This section is deleted in entirety.

Section IV: Withdrawal From Your Account, Section A: Withdrawals, page 11.
"Variable Rate Savings" is deleted from the list of products in paragraph 3.

Section IV: Withdrawal From Your Account, Section B: Savings and Money Market Accounts, page 11-12.
Section B is deleted in entirety and replaced with the following:

B. Money Market Accounts. You may make unlimited withdrawals or transfers from your money market accounts to one of your other accounts in person at one of our branch offices or at one of our ATMs if we have issued you a card that can access your account, provided that your other account accepts such transfers. However, we limit your ability to make transfers and withdrawals from your money market accounts to one of your other accounts or to third parties by preauthorized, automatic, personal computer (including online banking or bill payment services) or telephone transfer (including facsimile transmission) to six per statement period. If you exceed these limits three times or more during any 12 consecutive statement period on your money market account, we will, transfer the funds in your money market account to a checking account that does not pay interest. We may, however, transfer your funds sooner if you significantly exceed these transfer limits in any one statement period. Transfers may be unavailable from time to time, including due to scheduled or unscheduled maintenance, security and upgrades.

For Private Bank Business Money Market accounts, if you exceed these limits, we will not transfer the funds in your money market account to a checking account that does not pay interest, however starting with the 7th transaction, we will charge $20 for each 7th transaction in a single month.

Section V: Business Debit Card and Business ATM Card Transactions, pages 15.

A. ATM Transactions

The first two sentences are removed in entirety and replaced with the following:

You may use your Citizens Mastercard® Business Debit Card and your PIN at any ATM displaying our name or at any ATM displaying the STAR®, Cirrus®, AFFN, NYCE® and Mastercard® symbols and other electronic banking machines or devices that may be approved by us from time to time. You may also use your Debit Card wherever Mastercard is accepted.

Effective February 3, 2025, all references to Pulse® are removed, page 15.

Subsection C added the following sentence: Transfers may be unavailable from time to time, including due to scheduled or unscheduled maintenance, security and upgrades;

Subsection E added the following sentences: If you do not wish to participate in this update service and would like to opt-out, contact the number on the back of your card or visit a branch. If you are removed from this update service, you will be solely responsible for updating all third parties where your debit card information may be stored.

Subsection G is added to Section V:

G. ATM Safety

For your safety when using an ATM, please remember the following tips:

- Be aware of your surroundings, particularly at night, and go to another ATM or return later if you notice anything suspicious at the ATM.
- Consider having someone accompany you when using an ATM at night.
- Close the entry door completely upon entering and exiting any ATM facility.

- Do not permit any unknown persons to enter any ATM facility after regular banking hours.
- The activity of the ATM facility may be recorded by a surveillance camera or cameras.
- Refrain from displaying cash and put it away securely on your person as soon as your transaction is completed and before exiting any ATM facility. Wait to count it at a secure location like a car or at home.
- Report all crimes concerning ATMs to local law enforcement officials and/or the operator of the ATM facility.

Direct complaints concerning ATM security to the operator of the ATM facility. If the ATM facility is located in New Jersey, you may call the Department of Banking at (609) 292-7272. If the ATM facility is located in New York, you may call the New York Department of Financial Services Consumer Services Hotline at 1-800-342-3736.

Section E: Foreign Transactions on your Debit Card or ATM Card, page 17.
Replaces foreign transaction fee with foreign currency fee.

Section VI: Funds Availability Disclosure, page 19.

Section A: Your Ability to Withdraw Funds
The first sentence is amended to: “Our general policy for transaction (checking) accounts is to make funds from your deposits available to you at the time and on the basis described below; availability of deposits to savings and money market accounts may differ based on account type and deposit method:”

All references to “10:00 PM local time” are replaced with “10:00 PM Eastern time.”

Subsection Special Rules:
The following sentence is deleted in entirety: “If there is a delay, due to non-Citizens check deposits, the first $200 of your total daily deposits will be available the next business day.”

Section B: Longer Delays May Apply
Added the following sentence to the start of this section: “The funds availability schedules described in the following sections apply to transaction (checking) accounts; availability of deposits to savings and money market accounts may differ.”
All references to $200 are replaced with $275
All references to $5,000 are replaced with $6,725

Section C: Special Rules for New Accounts
All references to $200 are replaced with $275
All references to $5,000 are replaced with $6,725

The 4th and 5th sentences in paragraph 1 of Section C are deleted and replaced with “Funds from electronic direct deposits to your account, wire transfers and cash deposits will be available on the same day we receive the deposit. Funds from the first $6,725 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, and federal, state and local government checks will be available on the next Business day after the day of your deposit if the deposit meets certain conditions.”

Section VIII: Insufficient Funds, Overdrafts and Returned Items, page 24.

2nd Paragraph
The following sentence is added to the end of the paragraph 2, “Our decision to authorize or decline a debit or ATM transaction will include using a dynamic limit, based on algorithms, or a set of rules, that weigh numerous variables and customer behaviors. This limit may change daily and may be suspended or reduced to zero, at our discretion, when eligibility criteria are no longer met.”

3rd Paragraph
This paragraph is deleted in entirety and replaced with, “When any item is presented to the bank for settlement where there are insufficient available funds to pay the item, we can charge you a fee, depending upon whether or not we pay the item or return the item.

4th Paragraph
The following sentence is added to the end of paragraph 4, “If multiple attempts are made to submit a returned item for payment, multiple fees may be charged to you.”

Section XII: Account Statements, page 30, Section B. Your Responsibility to Review Your Transactions.

This section is deleted in entirety and replaced with: You agree to carefully review your account statement and each transaction as soon as possible. Except with respect to the erroneous or unauthorized electronic funds transfers discussed below, if there are any errors or discrepancies, including, without limitation, unauthorized transactions, signatures or alterations, you agree to promptly notify us of such errors or discrepancies within a reasonable time period, which will not be longer than 30 calendar days after we send you or otherwise make available to you your account statement, unless otherwise required by Applicable Law. Otherwise, we will consider the information contained in your account statement correct. Subject to Applicable Law, you may not make any claim against us for transactions reflected on a statement that you believe are incorrect, altered, forged, unauthorized, or improperly paid unless you notify us of that claim in writing within 30 calendar days after the statement was sent or made available to you. In addition, if the same wrongdoer(s) is responsible for more than one unauthorized transaction; we are not liable to you for the additional transactions if you fail to notify us within this 30 calendar day period for the statement containing information about the first unauthorized transaction. You can write to us at: Citizens, Customer Service Center, P.O. Box 42001, Providence, RI 02940-2001. You understand that we process checks by automated means and do not visually inspect all checks, and you agree that we do not fail to exercise ordinary care by using automated means to process your checks. You further agree that we do not fail to exercise ordinary care if we pay a check that was altered or forged in such a manner that a reasonable person would not be able to detect the alteration or forgery.

ERRONEOUS OR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS

Customer acknowledges that once a bank account has been opened, it is possible that funds will be debited from that account via an ACH debit entry. 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, we must transmit instructions to reverse or return erroneous or unauthorized electronic funds transfers affecting the accounts of non-consumers within two (2) business days. Therefore, **YOU ACKNOWLEDGE AND AGREE THAT YOU MUST NOTIFY US OF ANY ERRONEOUS OR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS AFFECTING YOUR ACCOUNT WITHIN ONE (1) BUSINESS DAY OF THE ELECTRONIC FUNDS TRANSFER POSTING TO YOUR ACCOUNT. YOU ACKNOWLEDGE THAT FAILURE TO MEET THE TIME LIMIT SET OUT IN THE RULES MAY PREVENT YOU FROM RECOVERING ANY LOSSES YOU MAY SUFFER. EXCEPT TO THE EXTENT REQUIRED BY LAW, A FAILURE TO NOTIFY US WITHIN THE TIME LIMITS SET FORTH HEREIN WILL RELIEVE US OF ANY AND ALL LIABILITY.**

Section XIII: Account Restrictions; Closing Your Account, page 32, Subsection D. Disputes

This section is deleted in entirety and replaced with:

D. Resolving Disputes. Your account may become involved in an actual or potential claim, legal dispute, or legal process (for example, trustee process, attachment, levy or garnishment). For the purpose of this section, we refer to such controversies or claims as disputes. In such instances, we may refuse to allow any transactions on your account until the claim is released or we are notified by the proper persons or authorities that the dispute has been resolved. In processing a dispute, we may restrict access to all or a portion of funds in your account by holding or setting aside funds subject to the dispute. For disputes where funds are removed from your account and set aside, you agree that we are not required to pay interest and you shall not be entitled to receive interest on funds set aside. These funds will not be considered as part of your combined balances when we determine account fees and rates.

You agree that we will not be liable to you for making a legally required payment to a third party involved in a dispute even if such payment leaves insufficient available funds in your account to cover any outstanding checks drawn on your account. You agree that unless specifically required to by law, we will have no obligation to assert a claim or raise a legal defense processing the dispute against the appropriate party and that if you believe all or a portion of your funds are exempt from, or should not be subject to a dispute, that it is your responsibility to do so.

We may take action in connection with a dispute as we may determine to be appropriate and required by applicable law. We will, to the extent required by applicable law, notify you in writing whenever we are notified of a dispute and place such restrictions on your account.

We may charge against or deduct from your account without prior notice to you, or otherwise bill you directly, an amount representing our expenses incurred in responding to or processing a dispute, including, without limitation, attorneys' fees, and litigation costs, as permitted by applicable law. In addition, you agree that we may assess and debit from your account any applicable fees set forth in the Business Deposit Account Fees and Features Guide that may be assessed as a result of the dispute in accordance with applicable law regardless of whether the dispute is subsequently revoked, vacated, or released.

Section XIV: Other Legal Matters, beginning on page 36, Subsection K is added:

K. Special Provisions for Pass-Through Accounts. If you have opened a deposit account on behalf of the beneficial owner(s) of the funds in the account (for example, as a trustee, agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for "pass-through" insurance from the FDIC. This means the account could qualify for more than the standard maximum deposit insurance amount (currently $250,000 per depositor in the same ownership capacity). If the account has transactional features, you as the account holder must be able to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below. The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event Citizens fails. That information can be accessed on the FDIC's website at www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html.

In addition, the FDIC published an Addendum to the guide, section VIII, which is a good resource to understand the FDIC's alternative record-keeping requirements for pass-through insurance. The Addendum sets forth the expectations of the FDIC for pass-through insurance coverage of any deposit accounts, including those with transactional features. The Addendum will provide information regarding the records you keep on the beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon bank failure. You must be able to provide this information in a timely manner in order to receive payment for the insured amount of pass-through deposit insurance coverage as soon as possible. You have the opportunity to validate the capability to deliver the required information in the appropriate format, so that a timely calculation of deposit insurance coverage can be made; for further instructions relating to this opportunity, email Part370Insurance@citizensbank.com and state that you desire to test your ability to deliver the required information in the appropriate format.

You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of a bank failure, you agree to provide the FDIC with the information described above in the required format within 24 hours of a bank failure. As soon as a receiver is appointed, a hold will be placed on your account and that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and may result in legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which will cause a delay when the beneficial owners could receive funds. Despite other provisions in this Agreement, this section survives after a receiver is appointed for us, and the FDIC is considered a third party beneficiary of this section.

Section XV ARBITRATION, pages 37 - 42.

Section: Arbitration Costs, page 40.
The following sentence is deleted in entirety: "If there is a hearing, we will pay the fees and costs for the first day of that hearing."

Section: Arbitration Award and Appeal, page 40.
The following sentence is amended to "The panel shall reconsider anew all factual and legal issues, following the same rules of procedure and decide by majority vote, based on the documents and arbitration record without a hearing."

Effective February 29, 2024, the addition of the Notice of Rights for California Residents.

The California Consumer Privacy Act requires us to provide certain information at or before our collection of personal information from California residents, including information about the categories of personal information (including sensitive personal information) we collect, the purposes for which we process or use such personal information, if we sell or share personal information, and how long we will retain personal information. This information, as well as additional information regarding our privacy practice, is available on our website, at www.citizensbank.com/account-safeguards/privacy.aspx.