

TERMS & CONDITIONS

CITIZENS CASH FLOW ESSENTIALS



Welcome to Citizens. Thank you for banking with us.

This document sets forth the Terms and Conditions that govern Cash Flow Essentials Services provided by Citizens Bank, N.A. (“Citizens”). The most current version of the Terms and Conditions can be accessed at: [Terms and Conditions for Citizens Cash Flow Essentials](#)

This document contains the following:

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

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GENERAL TERMS AND CONDITIONS

Pursuant to the Agreement for Citizens Cash Flow Essentials (the “**Agreement**”) Citizens agrees to provide to Customer and Customer agrees to purchase from Citizens the Cash Flow Essentials services (the “**Services**”) offered by Citizens. Citizens and Customer agree that the Cash Flow Essentials solution may be provided by Citizens, any of its Affiliates or any third parties that Citizens engages to provide the solution and will be governed by the Agreement including the Exhibits thereto, (which Exhibits are incorporated herein by reference and expressly made a part hereof) and these Terms and Conditions.

DEFINED TERMS

Defined Terms. Capitalized terms used herein or in the Agreement, unless otherwise defined herein or therein, shall have the meanings set forth below:

Account(s) means one or more deposit account(s) maintained by Customer at Citizens, which deposit account(s) is(are) used in connection with any Services.

Account Agreement means the applicable deposit Account Agreement and disclosures issued by Citizens from time to time that pertain to all Accounts and all amendments thereto a copy of which Customer acknowledges receiving.

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

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

Available Balance means the ledger balance of the Sweep Account minus unavailable balances, held checks and other pending items.

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

Beneficiary means the person or entity identified by Customer in a Payment Order (or by the Forwarding Bank in a Request for Transfer), together with the Beneficiary’s SWIFT code, account number, city, state, and country, as the person or entity that is to be paid under the terms of such Payment Order or the Request for Transfer.

Beneficiary’s Bank means the financial institution identified by Customer in a Payment Order (or by the Forwarding Bank in a Request for Transfer) as holding the account of the Beneficiary that is to be credited under the terms of such Payment Order or Request for Transfer.

Business Customer means the non-Consumer Customer that executes the Agreement with Citizens and uses the Services for its own lawful business or similar purposes, and, except as expressly permitted by Citizens, does not use the Service for personal, family or household purposes. To the extent that any entity executes the Agreement or uses the Services on behalf of other entities, such as Affiliates or subsidiaries, Business Customer shall include such other entities as well.

Consumer Customer means a natural person that executes the Agreement with Citizens and uses the Services for personal, family or household purposes.

Customer means a Business Customer or Consumer Customer or both.

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

Entry shall have the meaning set forth in the Rules and shall also include on-us debits and credits not processed through a Clearing House and data received from Customer or a third-party processor from which Citizens prepares Entries.

Forwarding Bank means the financial institution that, upon receipt of a Transfer Instruction from an Originator, transmits a Request for Transfer via the SWIFT Network to Receiving Bank.

Funds Transfer Disclosures. The respective rights, obligations and liabilities of Customer and Citizens with respect to all Payment Orders and Services shall be governed by the terms of this Agreement and, to the extent not otherwise provided for in this Agreement and to the extent applicable, Uniform Commercial Code Article 4A or the Electronic Funds Transfer Act (“**EFTA**”) and its implementing Regulation E (“**Reg E**”). Notwithstanding the foregoing, to the extent that Federal Reserve Board Regulation J or New York Clearing House Interbank Payment Systems Rules govern some aspects of any funds transfer, those Rules shall control. All Funds Transfers are subject to Sanctions Screening and Citizens shall not be liable for any delays or cancellations resulting from any Sanctions Screening.

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

Interbank Agreement means an agreement by and between two financial institutions governing the transmission, receipt, and execution of Requests for Transfer.

International Payment Order means a Payment Order denominated in U.S. dollars or a foreign currency and transmitted to Beneficiary’s Bank for the account of a Beneficiary located outside of the United States.

Internet Vendor means a third-party vendor approved by Citizens to provide Customer access to certain Services through the internet.

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

Liability. Nothing in these Terms and Conditions is intended to limit any express Liability of Citizens (i) under Article 4A of the Uniform Commercial Code to refund Customer their full principal amount of an unauthorized or erroneously executed Payment Order, and (ii) if Citizens breaches its agreed upon duty of care, to refund the full amount of any unauthorized or erroneously processed Payment Order, Transfer Instruction or Request for Transfer. Notwithstanding the foregoing, if Article 4A is applicable, then Customer acknowledges and agrees that a Payment Order, Transfer Instruction or Request for Transfer shall not be deemed to be: (a) unauthorized if such Payment Order, Transfer Instruction or Request for Transfer is accepted by Citizens in good faith and in compliance with any then applicable Security Procedures, or (b) erroneous, if executed in conformity with the Instructions of a Customer's Authorized Initiator or Transfer Instruction Originator (and such Payment Order, Transfer Instruction or Request for Transfer is within any pre-established dollar limitation for such Authorized Initiator or Transfer Instruction Originator). Without limiting the foregoing, any Liability of Citizens for any Payment Order, Transfer Instruction or Request for Transfer for a Consumer Customer shall be determined in accordance with Reg E.

Nacha means the governing body of the Automated Clearing House ("ACH") Network (formerly known as the National Automated Clearing House Association).

Non-Repetitive Payment Order means a Payment Order that is not a Repetitive Payment Order or STO.

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

Primary Administrator means the person designated by Customer as having the primary administrative authority to manage user access to, and authority within, the System. Subject to the approval of the Secondary Administrator (if applicable), the Primary Administrator has the administrative authority to do such things as manage Security Devices on behalf of Customer, allow individual access to the System by providing users with their own user IDs and passwords as well as manage and control a user's individual authority within the System all as may be required by Customer depending on the Services subscribed to by Customer or as desired by Customer for its own internal control purposes. A Primary Administrator also has the ability (which may be subject to the approval of the Secondary Administrator) to delegate their full authority to additional individuals referred to as "Selected Administrators." All references to Primary Administrator herein shall include any individuals appointed as Selected Administrators.

Primary Billing Account means the primary account designated by Customer to which fees due Citizens for receipt of Services may be charged in accordance herewith; Unless otherwise agreed upon in writing by Citizens, the address for Customer associated with the Primary Billing Account shall be the address to which all notices and other communications concerning the Services will be sent by Citizens. Customer acknowledges that IOLTA or Escrow accounts should not be enabled the Primary Billing Account, and Customer bears all liability in the event that an IOLTA or Escrow account is billed.

Receiving Bank means the financial institution that receives a Request for Transfer from a Forwarding Bank and upon receipt of such Request for Transfer debits an account of its Customer and issues a Payment Order to the Beneficiary or Beneficiary's Bank, all in accordance with such Request for Transfer.

RDFI means Receiving Depository Financial Institution.

Repetitive Payment Order means a Payment Order issued on a regular basis by using a confidential code number or other Security Procedure and relating to the same Beneficiary and the same account maintained by or for the benefit of such Beneficiary at the Beneficiary's Bank.

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

Sanctioned Entity means, in each case, whether now or subsequently: (i) Cuba, Sudan, Iran, Myanmar, North Korea or any other country that is subject to a sanctions regime; or (ii) any government or person (natural, corporate or governmental) who (a) is designated as a sanctions target by, or (b) whether or not designated, who is otherwise a subject of sanctions laws or regulations issued by, the USA, European Union, United Nations, United Kingdom; or (iii) any person (natural, corporate or governmental) owned or controlled by or acting for or on behalf of (a) any person referred to in paragraphs(i) or (ii) above, or (b) any governmental agency or state-owned or controlled entity of a country referred to in paragraph(i) above.

Sanctions Screening means the process by which Citizens reviews and screens all Instructions submitted by Customers and all transactions involving the movement of funds submitted to it for processing against sanctions lists promulgated by governmental and regulatory authorities, including but not limited to lists issued by OFAC and the Department of the Treasury.

Secondary Administrator means the person designated by Customer as having the primary authority to approve all changes and modifications (such as user access and authority) made by the Primary Administrator to the System before those changes and modifications can become effective. A Secondary Administrator also has the ability to reset passwords for existing users. The Primary Administrator has the ability (subject to the approval of the Secondary Administrator) to grant additional users the same authority referred to as the "Selected Administrators", All references to Secondary Administrator herein shall include any individuals appointed as Selected Administrators.

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

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

Services means the Cash Flow Essentials services provided by Citizens, or third-party Vendors selected by Citizens, to Customer pursuant to the Agreement and these Terms and Conditions.

Standing Transfer Order or STO means a series of Payment Orders which, once established automatically transfers a pre-determined amount of funds to the same beneficiary in accordance with a set schedule.

SWIFT means the Society for Worldwide Interbank Financial Telecommunications.

SWIFT Network means the telecommunications network operated by SWIFT.

System means the electronic interface(s) with Citizens which allows Customer to initiate Instructions to and receive Services from Citizens via the internet or electronic means of access.

Terms and Conditions means these terms and conditions for Services, as amended from time to time, that, together with the Agreement and applicable User Guides (including, without limitation, either written or electronic versions of any User Guides), govern the parties' rights and responsibilities with respect to the Services.

Transfer Account means an account with a SWIFT member financial institution out of which funds may be transferred to the Target Account.

Transfer Instruction means an Instruction given by a Transfer Instruction Originator to a Forwarding Bank to issue a Request for Transfer to Receiving Bank to cause the Receiving Bank to debit an account held by the Receiving Bank in the name of Customer and to issue a Payment Order or otherwise transfer funds to the Beneficiary.

Transfer Instruction Originator means the Customer of a Forwarding Bank (which maybe an office, department or division of Customer or may be a separate legal entity) authorized by Customer to initiate Transfer Instructions to a Forwarding Bank.

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

Vendors means the Internet Vendor and any other third-party vendor contemplated by these Terms and Conditions.

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Deposit Account Agreement. Citizens and Customer agree that any Account established by Customer in connection with Services offered by Citizens shall be governed by the Account Agreement; any fee schedule issued by Citizens for the Account, including any written agreement between Customer and Citizens with respect to fees; and these Terms and Conditions, each as amended from time to time by Citizens. Customer acknowledges receipt of the Account Agreement and the fee schedule and agrees to be bound by their terms. If there is any conflict between these Terms and Conditions and the Account Agreement, these Terms and Conditions shall govern but only to the extent reasonably necessary to resolve such conflict.

Business Authorization. If applicable, Customer agrees to provide to Citizens, before Citizens begins providing to Customer any Services, evidence in form acceptable to Citizens that Customer is empowered to enter into the Agreement and to receive Services from Citizens pursuant hereto and in designating certain individuals as Duly Authorized Persons. Customer agrees that all actions taken by Citizens based upon information and data furnished by Customer shall be at the risk of Customer. Citizens shall be entitled to rely upon the accuracy and authenticity of all information and authorizations received from Customer's Duly Authorized Persons and the authenticity of any signatures purporting to be of Customer or of a Duly Authorized Person. Customer agrees promptly to notify Citizens of any changes to any information or authorizations provided to Citizens in connection with any Service, and further agrees promptly to execute such new or additional documentation as Citizens shall reasonably deem necessary from time to time in order to continue to provide the Services to Customer. Customer agrees that Citizens may refuse to comply with requests from any individual until Citizens receives documentation reasonably satisfactory to it confirming such individual's authority. Citizens shall be entitled to rely on any notice or other writing believed by it in good faith to be genuine and correct and to have been signed by the individual purporting to have signed such notice or other writing.

Fees. Customer agrees to compensate Citizens for all Services that Citizens provides pursuant to these Terms and Conditions. Customer authorizes Citizens to debit the Primary Billing Account for all applicable charges and fees. If the balance of available funds in the Primary Billing Account is not sufficient to cover such fees, overdraft fees may be incurred in accordance with the applicable Citizens' fee schedule and Customer hereby authorizes Citizens to debit any account maintained by Customer with Citizens or, to the extent permitted by applicable law, any Affiliate. Customer also agrees to pay all sales taxes, use taxes, or other taxes (other than taxes based upon Citizens' capitalization or net income) applicable to the Services provided by Citizens hereunder.

Cash Flow Essentials Fee. Customer hereby acknowledges the fee for Cash Flow Essentials is \$49 per month and agrees to debit from designated billing account; billing account must meet bank requirements. Billing will be a month in arrears. Customer will not be charged for enrollment month. Citizens may amend the Fee Schedule at any time and will give written notice to the Customer of any changes in the Fee Schedule, to the extent that such changes adversely affect Customer, no later than thirty (30) calendar days before such changes go into effect. Cash Flow Essentials may also offer invoicing and accounting features powered by Autobooks. Invoicing fees are inclusive in base price for Cash Flow Essentials. Accounting fees are an additional \$9.99 per month, subject to change, and are directly debited via Customer's account from Autobooks. The fees provided in this section will be applicable whether or not Customer uses the Services in any given month and will apply until Customer terminates the Services.

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

such license agreements and other documents by which Customer agrees to be bound. Customer shall return such software to, or as directed by, Citizens promptly upon request or at termination of the applicable Service Request or the Agreement and shall be responsible for any damages to any such software other than normal wear and tear.

Unless otherwise agreed between Citizens and Customer, Customer shall be responsible for the payment of all costs of installation of any software provided to Customer in connection with the Services, as well as for the selection, installation, maintenance, and repair of all hardware required on Customer's premises for the successful operation of the software.

Installation of Hardware and Software. Customer shall be responsible for the selection, installation, maintenance and repair of all hardware, software, communications and power Services, security facilities and furniture necessary or appropriate for the safe, efficient, secure, and otherwise proper use of applicable Services by Customer on its premises, and for the compatibility of all such hardware, software, telecommunications and power Services, security facilities and furniture with such Services. All costs, charges and fees associated with the installation of the software, telecommunication lines, power lines, equipment and hardware needed to access any Services shall be either paid by Customer or reimbursed to Citizens by Customer upon Customer's receipt of notice from Citizens that Citizens has incurred any such cost, charges, or fees.

Internet Service. In connection with certain Services, Customer may be granted access to the Service through the internet, either directly or through an Internet Vendor. Customer shall have a non-exclusive, non-transferable right to use the Internet Service to access such Service in accordance with these Terms and Conditions. Customer agrees to execute such license agreement(s) with Citizens and/or the Internet Vendor that Citizens or the Internet Vendor may reasonably require in order to permit Customer to access the Service.

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

Processing Items via the Exchange of Electronic Images. As banks continue moving toward processing Items via the exchange of electronic images, fewer original paper Items will be exchanged in the clearing and collection process. Therefore, Citizens may not be able to return original paper Items to Customer.

Customer Responsibilities. Customer shall be responsible for the selection, installation, maintenance and repair of all hardware, communications, and power services, security facilities and furniture necessary or appropriate for the safe, efficient, secure, and otherwise proper use of all Services by Customer on its premises, and for the compatibility of all such hardware, communications and power services, security facilities and furniture with Services. All costs, charges and fees associated with the installation of telecommunication and power lines, equipment, and hardware needed to access Services shall either be paid by Customer or reimbursed to Citizens by Customer upon Customer's receipt of notice from Citizens that Citizens has incurred any such costs, charges, or fees.

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

Primary Administrator. In connection with certain Services which employ a digital interface for purposes of issuing Instructions to Citizens and/or receiving information or reports from Citizens (each a "PC Service") the use of a Security Device may be assigned by Citizens to Customer and approved by Customer's Primary Administrator. The initial Primary Administrator shall be that individual designated as such by Customer in the applicable Service Request, or other set-up documentation delivered to Citizens by Customer at the time a Customer initially subscribes to each PC Service. The Primary Administrator may be changed by the Customer at any time by furnishing to Citizens written notice of such change signed by a **Duly Authorized Person**. Any such change shall take effect only after Citizens has had a reasonable amount of time to act thereon. Citizens shall deliver Security Devices only to the Primary Administrator. The Primary Administrator shall have the authority, on behalf of Customer, to approve assigned Security Devices; request additional Security Devices; receive and provide receipts for sealed Security Devices; limit access using a specific Security Device to specific Modules or Accounts; and cancel Security Devices.

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

Duty to Inspect. Customer is responsible for monitoring all Services provided by Citizens, including each individual transaction processed by Citizens. Customer agrees that it is responsible for reviewing the periodic Account statements provided to it by Citizens as soon as possible and to notify Citizens of any errors or discrepancies appearing on such Account statements within the time frame set out in the Account Agreement.

Customer acknowledges that in addition to providing Customer with periodic statements of Account activity, Citizens communicates and makes available to Customer transactional information and Account activity reports in multiple ways and formats, which may vary in type and form depending upon the Service(s) Customer subscribes to. With respect to Account activity and transactional information that is communicated or made available to Customer pursuant to these other channels and methods, including any fees charged by Citizens, Customer agrees to review such information promptly and notify Citizens of any errors or discrepancies within fourteen (14) calendar days (or such greater time period as may be required by law) after Citizens communicates or makes available such Account activity or transactional information containing or reflecting such error. Except to the extent required by law, failure to notify Citizens of an error within such time will relieve Citizens of any and all Liability for the error, even if such information subsequent appears on a periodic statement of Account and Customer reports the error within the time frame set out in the Account Agreement. Customer agrees that its sole remedy in the event of an error in communicating any selections, designations, authorizations and/or other Instructions given to Citizens in connection with the Services shall be to have Citizens correct the error within a reasonable period of time after discovering the error or receiving notice of the error from Customer.

Customer acknowledges that it has been informed by Citizens that pursuant to the Rules which govern the processing of electronic funds transfers received through an automated clearing house or the funds transfer System of the Federal Reserve Banks, Instructions to reverse erroneous or unauthorized Entries affecting the Accounts of Business Customers must be submitted within two (2) days, and therefore, Customer agrees it must notify Citizens of any erroneous or unauthorized Entries affecting its Account(s) within one (1) day of the Entry posting to the Account so that Citizens can return the Entry on Customer's behalf within the time limit imposed by the Rules. Customer acknowledges that failure to meet the time limit set out in the Rules may prevent it from recovering any losses it may suffer.

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

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

Overdrafts; Set-off. Citizens shall not be obligated to complete any transaction in connection with providing the Services where there are insufficient available funds in Customer's Account(s) to complete the transaction (i.e., the transaction would create an overdraft). In the event any actions by Customer result in an overdraft in any of its Accounts, including but not limited to Customer's failure to maintain sufficient balances in any of its Accounts, Customer shall be responsible for repaying the overdraft immediately, without notice or demand, together with interest thereon at a rate determined in accordance with the applicable Citizens' fee schedules in effect from time to time plus applicable overdraft fees (as set forth in such fee schedules). Citizens has the right, in addition to all other rights and remedies available to it, to set-off the unpaid balance of any amount owed to it in connection with Services against any debt owing to Customer by Citizens or any Affiliate, including without limitation, any obligation under a repurchase agreement or any funds held at any time by Citizens or, to the extent permitted by applicable law, any Affiliate, whether collected or in the process of collection, or in any time or demand deposit account maintained by Customer at, or evidenced by any certificate of deposit issued by, Citizens or to the extent permitted by applicable law, any Affiliate. If any of Customer's Accounts becomes overdrawn, or under-funded or for any reason contains a negative balance, then Citizens shall have the right of setoff against any or all of Customer's Accounts and other property maintained at Citizens or, to the extent permitted by applicable law, any of its Affiliates, and Citizens shall have the right to enforce its interests against collateral held by it to secure debts of Customer to Citizens arising from notes or other indebtedness.

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

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

Customer acknowledges that it is solely responsible for ensuring proper access and use of the Services and related Systems, including, without limitation, security of assigned Security Devices and restricting use of the Services and Systems to authorized users. Customer further agrees that Citizens shall have no Liability for: (i) misuse of a Security Device to gain access to any Service or System, or (ii) Instructions initiated via the use of a Security Device which Customer has designated as not requiring secondary approval. Customer shall promptly notify Citizens or otherwise remove applicable access and/or permissions from any authorized user of any Service or System in the event that such person is no longer authorized for such activity. Citizens reserves the right to terminate or suspend an authorized user's access to any Service or System at any time for security reasons, including in the event that Customer does not use such Service or System for an extended period of time,

which may vary depending on the Service.

Reliance on Instructions. If applicable, Citizens shall be entitled to rely on the accuracy and validity of any Instruction provided, or purported to be provided, by Customer to Citizens in conformity with the then-applicable Security Procedures. Customer agrees and acknowledges that if an Instruction is submitted in conformity with such Security Procedures, Citizens shall have no further duty to investigate whether such Instructions were initiated by Customer or, if applicable, an Authorized Initiator and shall not be liable for any costs or damages incurred by Customer or any other person in connection with any unauthorized Instructions.

Compliance. Citizens and Customer shall comply with: (i) all applicable laws, regulations, Rules, orders, guidance, and policies to which they are subject, including without limitation, the Rules, policies, and guidance promulgated by regulatory authorities and the clearing houses used by Citizens and other financial institutions in connection with the execution of transactions and (ii) the Account Agreement in connection with the provision of Services to Customer. Customer warrants and certifies to Citizens that it has all licenses and complies with all formalities necessary to effect any of the transactions contemplated by the Services, and that the Customer is in compliance with all applicable domestic and foreign laws, orders and regulations (including but not limited to those relating to prohibitions on internet gambling, operation of an internet casino or gambling business, money laundering, foreign exchange and regulations of the Office of Foreign Assets Control (OFAC)) and its origination of funds transfers shall not be in violation of any of the foregoing. Customer warrants that it will not act on behalf of, or transmit funds to or from, any blocked party designated under OFAC-enforced regulations. At Citizens' request, Customer will provide Citizens with copies of any applicable compliance certificates.

Sanctions Screening. Customer acknowledges and agrees that Citizen is required by applicable laws, Rules, regulations, and policies to subject Instructions submitted to it, especially those involving the movement of funds, to Sanctions Screening. Therefore, in respect of any and all delays in the processing of Instructions due to Sanctions Screening, including without limitation a failure by Citizens to process an Instruction, Customer agrees to: (a) hold Citizens harmless, and (b) that Citizens shall have no Liability to Customer or any third party whatsoever. In addition, and notwithstanding anything to the contrary in the Agreement or these Terms and Conditions, Citizens undertakes no obligation to make any payment under, or otherwise to implement or process any Instruction or transfer of funds if there is any involvement by or nexus with a Sanctioned Entity, whether directly or indirectly.

Term and Termination. The Agreement shall be effective on the date it is approved by Citizens. Customer's use or receipt of any of the Services shall constitute Customer's agreement to the terms of the Agreement and these Terms and Conditions and User Guides governing any such Service.

The Agreement shall continue in effect until terminated by either party with thirty (30) days' prior written notice to the other, provided that Customer may terminate the Agreement or any Service immediately upon its receipt of notice from Citizens of a change in the applicable Terms and Conditions that is not acceptable to Customer, which termination shall not be effective until Citizens has had a reasonable opportunity to act thereon and to ensure that all outstanding or unsettled payment transactions or other obligations of Customer have been paid or otherwise settled. Either party may terminate a Service in accordance with the provisions of this paragraph without terminating either the Agreement or any other Service. Upon termination of the Agreement or any Service, Customer shall, at its expense, return to Citizens, in the same condition as when delivered to the Customer, normal wear and tear excepted, all property belonging to Citizens and all proprietary material delivered to Customer in connection with the terminated Service(s).

Citizens may, with prior notice (except when such prior notice is prohibited by law, in the event of extraordinary circumstances or as expressly permitted hereunder), terminate the Agreement and terminate or suspend any Services provided to Customer pursuant hereto (i) if Customer closes all Accounts or fails to maintain an open and operating checking Account; (ii) if Citizens determines that Customer has failed to maintain a financial condition deemed reasonably satisfactory to Citizens to minimize any credit or other risks to Citizens in providing Services to Customer, including in the case of the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors; (iii) if a receiver, custodian, assignee for the benefit of creditors, trustee or similar official is appointed, or applies for by or against Customer for all or a substantial part of Customer's property; (iv) if there has been a material adverse change in the financial circumstances of Customer; (v) in the event Customer fails to comply with, or is in default under, any of its material obligations hereunder; (vi) if Citizens deems immediate termination of the Agreement necessary or appropriate in order to prevent a financial loss to Citizens; or (vii) if Citizens reasonably believes that the continued provision of Services in accordance with these Terms and Conditions would violate federal, state or local law, or would subject Citizens to unacceptable risk of loss. In addition, Citizens reserves the right to discontinue providing any Service for security reasons, including in the event that Customer does not use such Service for an extended period of time, which may vary depending on the Service. In the event of any termination hereunder, all fees due Citizens under the Agreement as of the time of termination shall become immediately due and payable. Notwithstanding any termination, the Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination. Termination shall not relieve Citizens of its obligation to perform the Services if all required data is received before the termination date. All indemnification obligations of Customer to Citizens, and all funding and fee obligations of Customer to Citizens, in relation to transactions occurring or initiated prior to termination of the Agreement, and all provisions relating to the limitation of Citizens' Liability hereunder, shall survive termination of the Agreement.

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

Suspension of Service. In the event that Citizens, in its sole judgment, believes that its provision of the Services may create a risk of financial loss for it, Citizens may, upon notice to Customer, suspend its provision of the Services; provided, however, that if Customer takes such action as may be requested by Citizens to eliminate such risk, including, without limitation, funding an Account with sufficient and immediately

available funds to pay for all Payment Orders, including Items drawn against an Account or other debits charged or to be charged to an Account, Citizens shall not suspend the Services, or, if the Services have been suspended, shall reinstate its provision of the Services.

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

Limitation of Liability. Except to the extent required by applicable law, the Liability of Citizens in connection with the Services shall be limited to actual damages sustained by Customer and only to the extent such damages are a direct result of Citizens' negligence or bad faith, provided however that the aggregate Liability to Customer for all losses, costs, damages, and expenses incurred in connection with any single claim shall not exceed an amount equal to the result of adding together each monthly billing to Customer for Services for the twelve month period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred and dividing the result by twelve, or if the Agreement has been in effect less than twelve months, adding together each monthly bill for the period of time the Agreement has been in effect and dividing the result by the number of months the Agreement has been in effect (the "**Monthly Average**"). Citizens' aggregate Liability to Customer for all losses, costs, damages, and expenses incurred in connection with all claims brought against Citizens with respect to the Services provided under the Agreement shall not exceed an amount equal to twelve times the Monthly Average. The Agreement is only between Citizens and Customer, and Citizens shall have no Liability there under to any third party.

Citizens shall not be liable for any loss, cost, damage, or injury caused by any act or omission of any third party, whether or not such third party was chosen by Citizens; for any charges imposed by any third party; or for any loss, cost, damage, or injury caused by any failure of the hardware or software utilized by a third party to provide Services to Customer.

To the extent required by applicable law, Citizens will compensate Customer for loss of interest on funds as a direct result of Citizens' failure to comply with such law in executing electronic transfers of funds if such failure was within Citizens' control. Citizens shall not be liable for Customer's attorneys' fees in connection with any such claim.

In no event shall Citizens be liable for any punitive damages nor for any consequential, special, incidental or indirect loss or damage which Customer may suffer or incur in connection with the Services, including without limitation, lost earnings or profits and loss or damage from subsequent wrongful dishonor resulting from Citizens' acts, regardless of whether the likelihood of such loss or damage was known by Citizens and regardless of the nature of the action or the basis or theory upon which a claim is asserted. These provisions shall survive termination of the Agreement.

Fraud Detection/Deterrence. Citizens strongly recommends Customer establish the use of Dual Administrators and enable the dual approval functionality within the Cash Flow Essentials application. Additionally, Users can set daily and transactional dollar limits for their Users within the Cash Flow Essentials application. It is imperative the Customer reviews their accounts and activities daily and immediately report suspicious activities to Citizens.

Service and System Access and Use. Customer agrees that it will access and use all Services and Systems in accordance with these General Terms and Conditions, the specific Terms and Conditions applicable to such Service and all applicable User Guide(s) furnished to Customer in connection with any such Service and shall only access information pertaining to Customer and its Accounts and activities.

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

- Segregate roles and duties for Customer's Account(s) to multiple individuals – e.g., individuals who submit payment Instructions should not be the same individuals that approve and release the payment Instructions.
- Review/Reconcile Customer's Account(s) on a daily basis and notify Citizens immediately if any unauthorized or unexpected activity is detected.
- Watch for paper checks/items that are cashed out of sequence or made out to cash, as they are classic red flags for fraud.
- Secure Customer's supply of paper checks/items at all times, as stolen paper items are a common method of fraud.
- Periodically reassign accounting duties such as reconciling Customer's Account(s) or making a deposit.
- Review transaction activity on Customer's Account(s) for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size, as most businesses will maintain a constant average, and a large fluctuation may indicate fraud.
- Destroy any paper checks/items that Customer does not intend to use.
- Use tamper-resistant paper checks/items at all times.
- Notify Citizens immediately when an authorized signer's authority ends so that his/her name can be removed from all signature cards and any online access, and any cards that we have issued to him/her can be cancelled.
- Not sign blank paper checks/items.

- Any employee of Customer that is suspected of committing fraud, has committed fraud, or is deemed untrustworthy should immediately have all access to Accounts, online banking revoked.

Disclaimer of Warranties. Unless the disclaimer of such warranties is prohibited by applicable law, Citizens makes no warranties to Customer, express or implied, that any Service, including, if applicable, the Modules and any software provided to Customer by Citizens, will meet Customer's needs with respect to information reporting or any of the other banking functions or transactions that may be performed in connection with any of the Services. Customer's sole remedy in the event that Customer determines that a Service does not meet its needs is to terminate the Service in accordance with the provisions of these Terms and Conditions.

CITIZENS MAKES NO OTHER REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES, EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE ACCURACY, OR FREEDOM FROM ERROR OF THE DATA OR PROGRAMS USED BY, OR FURNISHED TO, CITIZENS BY ANOTHER ENTITY IN CONNECTION WITH THE SERVICES.

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

Business Customer's Representations. Business Customer warrants and represents that (a) it is duly organized, validly existing, and in good standing in the jurisdiction in which it is organized; (b) it is not a "consumer" within the meaning of Reg E or similar statutes or regulations; (c) unless otherwise disclosed to and agreed by Citizens, that the Services subscribed to are for Customer's own internal use and not for use as a third party provider of Services; (d) there are no provisions of any law, or any certificate or articles of incorporation or by-laws, or any agreement of any kind, nature or description binding upon Customer that prohibit Customer from entering into or performing its obligations under the Agreement; and (e) Customer's execution and performance of the Agreement and its execution of any documents required by the Agreement have been duly authorized. Customer agrees to provide to Citizens upon request such documents as may reasonably be required to confirm the foregoing. Customer further represents that, with respect to each Payment Order, Transfer, Entry, or other transaction made in connection with any of the Services, the employee or other person or entity that originates such Payment Order, Transfer, Entry, or other transaction is an Authorized Initiator as of the time of delivery of transmittal of such Payment Order, Transfer, Entry, or other transaction.

Consumer Customer's Representations. Consumer Customer(s) warrant to us that (a) unless otherwise disclosed to and agreed by Citizens, that the Services subscribed to are for Customer's own internal use and not for use as a third party provider of Services; (b) there are no provisions of any law, or any agreement of any kind, nature or description binding upon Customer that prohibit Customer from entering into or performing its obligations under the Agreement; (c) Customer's execution and performance of the Agreement and its execution of any documents required by the Agreement have been duly authorized; (d) Customer will comply with this Agreement and all applicable rules, laws and regulations; and (e) this Agreement is valid and enforceable against you in accordance with its terms, and the entry into, and performance of this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject. Customer further represents that, with respect to each Payment Order, Transfer, Entry, or other transaction made in connection with any of the Services, the employee or other person or entity that originates such Payment Order, Transfer, Entry, or other transaction is an Authorized Initiator as of the time of delivery of transmittal of such Payment Order, Transfer, Entry, or other transaction.

Force Majeure. Neither party shall bear responsibility for non-performance of its obligations under the Agreement to the extent that such non-performance is caused by an event beyond that party's control, including without limitation, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, act of terrorism, riot, war, or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order or decree, or an emergency that prevents Citizens from operating normally.

Notwithstanding the provisions of any general or specific law to the contrary, Citizens shall not be required to repay any deposits made at any non-U.S. branch of Citizens, or any of its Affiliates, or any deposits made at Citizens or any of its Affiliates that are denominated in a non-US dollar currency if repayment of such deposit or the use of assets denominated in a non-U.S. dollar currency is prevented, prohibited or otherwise blocked due to:

An act of war, insurrection or civil strife;

- A. Any action by a non-U.S. government or instrumentality or authority asserting governmental, military or police power of any kind, whether such authority be recognized as a de facto or a de jure government, or by any entity, political or revolutionary movement or otherwise that usurps supervenes or otherwise materially impairs the normal operation of civil authority; or
- B. Closure of a non-U.S. branch in order to prevent, in the reasonable judgment of Citizens, harm to its employees or property.

The obligation to repay any such deposit shall not be transferred to and may not be enforced against any other U.S. branch of Citizens. Although Citizens is not obligated to repay a deposit made at a non-U.S. branch or denominated in a non-U.S. currency during the period in which its repayment is prevented, prohibited, or otherwise blocked, Citizens shall repay such deposit when and if all circumstances preventing, prohibiting, or otherwise blocking repayment cease to exist.

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

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

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

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

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

Non-Waiver. No deviation from any of the Terms and Conditions set forth or incorporated in the Agreement and these Terms and Conditions shall constitute a waiver of any right or duty of either party, or the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

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

Governing Law. The Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted, by the laws of the state of Rhode Island.

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

Customer Access. Customer agrees as follows:

- Except as expressly permitted by Citizens, Customer and any other person authorized to access Accounts by Customer will only access consumer-purpose Accounts for a personal, family or household purpose actually authorized by Customer. Personal and business funds shall not be commingled through use of the Services. No funds held for personal, family or household use will be transferred to business Accounts. No funds held for business purposes will be transferred to consumer Accounts. All transfers from personal Accounts to business Accounts will consist of funds owed to or fully transferred to the Customer owners of the business Account, and all transfers to consumer Accounts from business Accounts will be limited to funds actually due and owing to Customer in Customer's individual capacity.
- Customer and all persons authorized by Customer to use the Services shall be entitled to access and control each of Customer's Accounts via the Services, without regard to any multiple signer designations, requirements or restrictions that might otherwise be applicable to a specific Account but for these Terms and Conditions. Such access includes the ability to electronically view and initiate transfers to, from and between Accounts.
- Customer in Customer's capacity as owner of any business Account specifically and without limitation indemnifies Citizens for any losses to or liabilities of Citizens arising because any transfer to or from a business Account occurring under these Terms and Conditions and the Agreement is deemed to be covered by Reg E
- Customer understands and agrees that allowing access between personal and business Accounts via a single user ID, password and any associated access or security devices is provided for the undersigned's convenience only and does not limit or affect any existing agreements between the undersigned and Citizens that may, for example, restrict the use of loan proceeds, prohibit commingling of business and personal funds, or otherwise. It is explicitly understood that the terms of any such existing agreements shall continue to bind the parties hereto.
- Customer understands that if any electronic transfer under these Terms and Conditions and the Agreement is subject in part to

Reg E, those portions of the transfer to which Reg E is not expressly applicable are governed by Article 4A of the Uniform Commercial Code.

Consumer Customer Information: For Consumer Customers, use of the Services is subject to Reg E, and that those transfers and portions of transfers to which Reg E are not expressly applicable are governed by Article 4A of the Uniform Commercial Code. If you are a Consumer Customer, please see the Rules when using your Debit Card/ATM Card and Other Electronic Funds Transfer (EFT) Services section of your Personal Deposit Account Agreement, which also discloses important information concerning your rights and obligations for EFTs. In addition to the foregoing, the following provisions apply to electronic fund transfers (“EFTs”) to or from Accounts of Consumer Customers:

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR EFTs

Telephone our Customer Information Center at 1-800-922-9999 or

Write us at Citizens Bank, C/O Digital Services, One Citizens Drive, Riverside, RI 02915 or see the [Contact Us](#) page for more contact options

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and Account number (if any),
- 2) Tell us the date and dollar amount of the transaction in question,
- 3) Tell us the transaction number assigned by the Service if available,
- 4) Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.

For errors involving new Accounts, we may take up to ninety (90) calendar days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

UNAUTHORIZED CONSUMER ACCOUNT TRANSACTIONS

Tell us AT ONCE if you believe your access credentials or password has been stolen or compromised or if someone has transferred or may transfer money from your Account without your permission. The best way to minimize your loss is to call us IMMEDIATELY. You can lose no more than \$50 if you fail to give us notice if your Login ID or password is stolen or compromised and they are used without your permission.

To notify us, please call us at 1-800-922-9999.

When you give someone your access credentials or password, you are authorizing that person to use the Services, and you are responsible for all transactions the person performs using the Services. All transactions that person performs, even transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized, so long as we have had a reasonable opportunity to act on your notice. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

OUR LIABILITY IF WE FAIL TO MAKE CERTAIN EFTs

If we do not complete an EFT to or from your Account on time or in the correct amount according to our agreement with you, we will be liable only for your actual losses. However, there are some exceptions to our liability to you. We will not be liable, for instance:

- i. If, through no fault of ours, you do not have enough available funds in your Account (or available credit under your overdraft protection plan, as available) to cover the transaction or transfer.
- ii. If the Service was not working properly, and you knew about the malfunction when you started the transaction or transfer.
- iii. If circumstances beyond our control (such as telecommunication outages or interruptions, postal strikes, delays caused by payees, fire or flood) prevent the transaction or transfer, despite reasonable precautions that we have taken.
- iv. If you do not give proper, complete or correct transfer instructions, or you do not follow the procedures in these Terms and Conditions or any other Account Agreement with us for requesting such services.

- v. If your access credentials and/or password has been reported lost or stolen, or we have cancelled your access credentials and/or password, or the Services.
- vi. If we have reason to believe that you or someone else is using the Services for fraudulent or illegal purposes.
- vii. If there are other exceptions stated in our Account Agreement with you.
- viii. If the funds in your Account are subject to legal process or other encumbrances restricting their transfer.

IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

CONFIDENTIALITY

We will disclose information to third parties about your use of the Services or the EFTs that you make:

- (a) Where it is necessary for completing transfers;
- (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant;
- (c) To a person authorized by law to have access to our records as part of his/her official duties;
- (d) To consumer reporting agencies (as defined by applicable law);
- (e) In order to comply with government agency or court orders, such as a lawful subpoena;
- (f) To our employees, auditors, attorneys and collection agencies in the course of their regular duties;
- (g) In accordance with our Privacy Policy; or
- (h) If you give us your written permission.

ARBITRATION

- i. Any dispute or difference between or among the parties (such parties being referred to individually as a “Disputing Party”, and, together, as the “**Disputing Parties**”) arising out of the Agreement, these Terms and Conditions, any Service Order or other agreement between the parties, which the parties are unable to resolve themselves, shall be submitted to and resolved by arbitration as hereby provided. Any Disputing Party may request the American Arbitration Association (AAA) to designate one arbitrator, who shall be qualified as an arbitrator under the standards of the AAA, who shall be a retired or former judge of any appellate or trial court, any United States appellate court or the United States District Court, who is, in any such case, not affiliated with any party in interest to such arbitration, and who has substantial professional experience with regard to commercial legal matters.
- ii. The arbitrator shall consider the dispute at issue in the city which is the headquarters of the Citizens Bank that is party to the Agreement is located at a mutually agreed upon time within 60 days (or such longer period as may be acceptable to the Disputing Parties or as directed by the arbitrator) of the designation of the arbitrator. The arbitration proceeding shall be held in accordance with the Rules for commercial arbitration (in the case of Business Customers) or consumer arbitration (in the case of Consumer Customers) of the AAA in effect on the date of the initial request by the Disputing Party, that gave rise to the dispute to be arbitrated (as such Rules are modified by the terms of these Terms and Conditions or may be further modified by mutual agreement of the Disputing Parties) and shall include an opportunity for the parties to conduct discovery in advance of the proceeding. Notwithstanding the foregoing, the Disputing Parties shall agree that they will attempt, and they intend that they and the arbitrator should use its commercially reasonable efforts in that attempt, to conclude the arbitration proceeding and have a final decision from the arbitrator within 120 days from the date of selection of the arbitrator; provided, however, that the arbitrator shall be entitled to extend such 120-day period for a total of two 120-day periods. The arbitrator shall deliver a written award with respect to the dispute to each of the parties, who shall promptly act in accordance therewith. Each Disputing Party to such arbitration agrees that any award of the arbitrator shall be final, conclusive, and binding and that they will not contest any action by any other party thereto in accordance with an award of the arbitrator. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this paragraph by bringing suit in any court of competent jurisdiction.
- iii. All costs and expenses attributable to the arbitrator shall be allocated among the parties to the arbitration in such manner as the arbitrator shall determine to be appropriate under the circumstances. Except as provided in the preceding sentence or as ordered by the arbitrator, each party to the arbitration shall bear its own costs and expenses.
- iv. In the event that more than one dispute is submitted to arbitration involving the Disputing Parties to the Agreement, all such matters shall be consolidated into a single arbitration proceeding so as to avoid, to the extent possible, more than one simultaneous arbitration proceeding between the same disputing parties.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. CUSTOMER AND CITIZENS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT ASA PLAINTIFF OR

CLASSMEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Customer and Citizens agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

CASH FLOW ESSENTIALS SERVICES

Description of Services. Citizens' Cash Flow Essentials is an online platform which facilitates certain Cash Management Services for Citizens' Customers. The Service offered through Cash Flow Essentials may consist of, but are not limited to, the following:

- a) External ACH credit and debit transfers (available to Business Customers only, only available within the United States)
- b) Wire origination (international wire transfers available to Business Customers only)
- c) Positive Pay (available to Business Customers only)
- d) Reverse Positive Pay (available to Business Customers only)
- e) Mobile Check Deposit
- f) Real Time Payments (Available to Business Customers only)
- g) Stop payments
- h) Loan payments and draws
- i) Internal account transfers
- j) Reporting
- k) Digital invoicing (additional enrollment required)
- l) Accounting (additional enrollment required)

i. REPORTING

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

ii. PAYMENTS & TRANSFERS

Wire Transfer Initiation. Customer may initiate Non-Repetitive Payment Orders from any eligible Account designated by Customer. Customer agrees that use of this Wire Transfer Initiation is subject to Customer's compliance with the Terms and Conditions governing the Money Transfer Service.

Use of Wire Transfer to Affect Federal Tax Payments. Customer acknowledges and agrees that it shall assume all Liability for failure to assign the correct tax code when initiating Payment Orders to affect payment of Federal tax liabilities. Customer agrees to hold Citizens harmless for all fees, charges and penalties assessed for failure to meet a Federal tax payment deadline in all instances where Customer submitted its payment Instruction to Citizens after the applicable cut off time for processing Payment Orders on that same Banking Day. Federal tax payment requests received after the cut-off time will be processed on the next Banking Day.

External ACH Transfers. The External ACH Transfers functionality, or the ACH Origination functionality, permits Business Customers to electronically initiate individual transactions to any eligible account designated by Customer using an ACH System that handles payroll transactions, Federal and State tax payments, vendor payments, consumer payments and other permitted payment transactions. Customer agrees that use of ACH Origination is subject to Customer's compliance with the terms and Conditions governing the ACH Service.

Real-Time Payments. The Real-Time Payments ("RTP") functionality permits Customer to initiate RTP payments, payment acknowledgement messages, and requests for information regarding payment, which includes the ability to send payments to eligible Customer Accounts with other participating institutions. Customer agrees that use of Real-Time Payments is subject to Customer's compliance with the Terms and Conditions governing the Real-Time Payments service.

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

Mobile Check Deposit. Customer may create digital images of paper-based checks, drafts or other negotiable instruments it wishes to deposit with Citizens. Customer agrees that use of Mobile Check Deposit is subject to Customer's compliance with the Terms and Conditions governing the Mobile Check Deposit Service.

Positive Pay. Positive Pay permits Business Customer to send and receive issue data (the serial numbers, amounts, and issue date), receive a report on Suspect Items, and make pay/no pay decisions online.

Reverse Positive Pay. Reverse Positive Pay permits Customer to receive a report on Items presented for payment and make pay/no pay decisions online.

iii. ADMINISTRATION & SETTINGS

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

Responsibilities of Customer. Mobile Devices are subject to loss, theft, destruction, and other unforeseen events. As a result, Citizens takes no responsibility nor assumes any Liability, and Customer agrees to assume responsibility and risk of loss for the following:

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

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

Alert Service Availability. Cellular and other wireless transmission services and networks are inherently insecure and subject to interruptions, weak or dropped signals and other failures that Citizens has no control over. Citizens takes no responsibility or Liability for any such suspensions and terminations caused by the actions or inactions of a cellular service provider ("CSP") or by any third party or occurrence outside of its control.

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

Additional Exclusions. Citizens shall not be responsible for any failure or delays in the transmission of Alerts and/ or the transmission of incomplete messages, where the failure or delay or incompleteness is due to a breakdown or failure of transmission or communication facilities, inherent technological deficiencies, network traffic congestion, or any extraneous factors or causes beyond Citizens' reasonable control.

Citizens will not be responsible for any loss or damage caused to Customer's data, software, computer, telecommunications equipment, or other equipment caused by Customer's use of the Alert Services unless such loss or damage is directly and solely caused by Citizens' gross negligence or willful misconduct.

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

Alerts sent by Citizens, as part of the Alert Service, are one-way communications. A user should never respond to an Alert or any other request either by return SMS or email. Citizens expressly refuses to accept Liability for any losses arising out of a user replying to any transmission (whether in the form of an Alert or not) purportedly received from Citizens via the Alert Center, which requests user to provide Account details or other personal or confidential information such as their User IDs or passwords. Any such purported request from Citizens or other irregularity in an Alert or Alert Service should be reported to Citizens immediately.

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

iv. TERMS GOVERNING USE OF THE CASH FLOW ESSENTIALS GENERALLY

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

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

In addition to validating the identity and authority of the requesting user, in instances where Customer wishes to initiate funds transfers, Citizens' standard Security Procedures also require an OTP via SMS text message.

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

Dual Approvals. Customers are strongly encouraged to utilize the Cash Flow Essentials dual approval functionality within the Cash Flow Essentials application. This permission adds another layer of review and control over the administration of Customer's Cash Flow Essentials activity. By enrolling in the dual approval functionality, Instruction(s) input into System or modification(s) made to the System by one user are not effective until such Instruction(s) or modification(s) are reviewed and approved by another user. Dual approval functionality ensures that no single user has the ability to independently input Instructions or make modifications to the System and have them actioned by Citizens. Except as prohibited by applicable law, failure by the Customer to utilize dual approval functionality will result in the Customer being liable for any unauthorized Instruction, Order, use or approval.

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

Customer acknowledges that it is solely responsible for ensuring proper use of the System, ensuring the integrity of the Secondary Approval feature, and restricting use of the System to Authorized Initiators and agrees that Citizens shall have no Liability for (i) misuse of an OTP to gain access to the System, or (ii) Payment Orders initiated by an Authorized Initiator without requiring secondary approval by another Authorized user.

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

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

TERMS AND CONDITIONS GOVERNING SPECIFIC CASH FLOW ESSENTIALS SERVICES

MOBILE CHECK DEPOSIT

Description of Services. The Mobile Check Deposit service allows Customer to use an eligible camera-enabled mobile device to scan original checks or other eligible deposit Items and electronically transmit images of such checks or Items and associated deposit information to Citizens for deposit to Customer's Account(s). For purposes of these Mobile Check Deposit Service Terms and Conditions, Items shall not include checks, drafts or other negotiable instruments drawn on a foreign financial institution or denominated in a foreign currency.

Hardware. Only certain camera-enabled mobile devices may be used with Mobile Check Deposit, as specified by Citizens from time to time. The enrollment process may require Customer to provide information about the mobile device that Customer will use for Mobile Check Deposit, as well as the telephone number for the mobile device, the telecommunications carrier that provides service to Customer's mobile device, and Customer's email address. Enrollment requires identification of Customer's banking relationship with Citizens as well as verification of Customer's mobile device. If Customer uses a handheld mobile device other than its enrolled mobile device to use Mobile Check Deposit, any SMS text messages originating from Mobile Check Deposit will be sent to the mobile device that Customer entered and verified when registering for Mobile Check Deposit. It is Customer's responsibility to provide Citizens with accurate, complete and current information about Customer and Customer's mobile device (including Customer's telephone number, the telecommunications carrier, and Customer's email address), and to notify Citizens immediately if any of this information changes or if service to Customer's mobile device is terminated. Citizens reserves the right to refuse or cancel Customer's registration for Mobile Check Deposit if Citizens cannot verify information about Customer and/or Customer's mobile device. The mobile device must capture an image of the front and back of each check (as herein defined) to be deposited (each an "Image" and, if more than one, "Images").

Customer understands that Customer must, and hereby agrees, at its sole cost and expense, to use a Mobile Device that meets all technical requirements for the proper delivery of Mobile Check Deposit and that fulfills Customer's obligation to obtain and maintain secure access to the Internet. Customer understands and agrees it may also incur, and shall pay, any and all expenses related to the use of Mobile Check Deposit in conjunction with a Mobile Device, including, but not limited to, telephone service or Internet service charges. Customer is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Mobile Check Deposit. Customer understands and agrees that it is solely responsible for the operation, maintenance and updating of the Mobile Device used in connection with Mobile Check Deposit and the cost thereof, and Customer hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. Citizens is not responsible for, and Customer hereby releases Citizens from, any and all claims or damages resulting from, or related to, any virus or related problems that may be associated with using electronic mail or the Internet. Citizens is not responsible for, and Customer hereby releases Citizens from, any and all claims or damages resulting from, or related to, defects in or malfunctions of the Mobile Device and/or any associated hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. Citizens hereby advises Customer, and Customer hereby agrees to scan the Mobile Device and/or any associated hardware or software on a regular basis using a reliable virus detection product in order to detect and remove viruses. The virus detection product will not be provided by Citizens.

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

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

Disruption of Service. Citizens shall use reasonable efforts to keep the System operational and accessible at all times. However, Citizens shall not be liable to Customer for any damages, losses or costs incurred by Customer because the System is not available due to System maintenance, malfunction, power or telecommunications interruptions or any other Force Majeure event. Citizens will make a reasonable effort to advise Customer (either through the System or otherwise) whenever the System is not or is not expected to be operational, but Citizens shall not be liable to Customer for its failure to do so. Citizens reserves the right to deny Customer access to the System at any time that Citizens, in its sole discretion, determines that a breach or potential breach of the System's security makes such denial of access reasonable and appropriate. In the event that the System fails to perform for any reason, the Customer shall deposit Items into their Account(s) in a manner consistent with their deposit process without the Service.

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

Eligible Items and Security Interest. Customer agrees to scan, and deposit only checks as the term check is defined in Federal Reserve Regulation CC ("Reg. CC"). Customer agrees that the Image of the check that is transmitted to Citizens shall be deemed an "item" within

the meaning of Articles 3 and 4 of the Uniform Commercial Code (1990 Official Text). Customer agrees that you will not use this Service to scan and deposit any of the following checks ("Prohibited Check"), which shall be considered prohibited notwithstanding that such checks may constitute "checks" under Reg. CC:

- Checks payable to any person or entity other than the owner(s) of the account into which the check is being deposited.
- Checks containing an alteration to any of the fields on the front of the check, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable to two or more persons jointly, not alternatively, unless deposited into an account jointly owned by all payees.
- Checks previously converted to a substitute check, as defined in the Account Agreements, are "image replacement documents" that purport to be substitute checks.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in the Account Agreement.
- Checks not payable in United States currency.
- Checks dated more than six (6) months prior to the date of deposit.
- Checks prohibited by Citizens' current procedures related to this Mobile Check Deposit Service or which are otherwise not acceptable under the Account Agreement governing your Bank account.
- Checks payable on sight or payable through Drafts.
- Checks with any endorsement on the back other than that specified in this Section 38.
- Checks that have previously been negotiated, submitted through this Mobile Check Deposit Service, or through a remote deposit capture service offered at any other financial institution.
- Money Orders or Postal Money Orders.
- Travelers Checks.

Customer agrees that we may, in our sole discretion, amend the list of Prohibited Checks from time to time. If you deposit a Prohibited Check, you agree to indemnify and reimburse Citizens for, and hold Citizens harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Citizens may incur associated with any warranty, indemnity or other claim related thereto.

Customer grants us a security interest in all of your accounts or other deposits (whether general or special) at Citizens, and in all funds in such accounts or other deposits, to secure your obligations to Citizens under this Agreement to the maximum extent permitted by applicable law. This security interest will survive termination of this Agreement.

Endorsements and Procedures. Customer agrees to restrictively endorse any check transmitted through the Mobile Check Deposit Service with your name and the legend "FOR MOBILE DEPOSIT TO CITIZENS BANK ONLY" or as otherwise instructed by us. Customer shall scan the front and back of each check to be deposited and thereby capture the image of the front and back of each check and any other required data from each check and transmit the Images to be deposited and all other required data and information from or pertaining to such checks to us or our Processor in accordance with the Procedures. We reserve the right to amend the Procedures, with or without prior notice to you. Customer agrees to comply at all times with Citizens' "Safety and Security Procedures" published on Citizens' website and to safeguard the confidentiality and security of the Security Procedures and all other proprietary property or information Citizens provides to you in connection with the Mobile Check Deposit Service and to notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. Customer acknowledges, understands and agrees the Security Procedures are not designed for the detection of errors. Citizens is not, and will not be, obligated to detect errors by you or others, even if Citizens takes certain actions from time to time to do so. To ensure accuracy, you shall key the amount of each check prior to transmitting the Mobile Deposit in accordance with the Procedures. Customer may send multiple Mobile Deposits to us or Processor on the same day, not to exceed the deposit limits discussed in this Agreement.

Receipt of Mobile Deposit. Customer agrees that you shall be solely liable for, and Citizens shall not have any liability whatsoever to you for, any Mobile Deposit or the Images or other information contained therein that are not received by Citizens. Customer also agrees to be liable for Mobile Deposits or the Images or other information contained therein that are intercepted or altered by an unauthorized third party or dropped during transmission. Customer agrees that Citizens has no obligation to accept a Mobile Deposit and, therefore, we reserve the right to reject any Mobile Deposit or the Images or other information contained therein transmitted through this Service, at our discretion, without liability to you. Unless required by applicable law, Citizens has no obligation to notify you of the rejection of a Mobile Deposit or the Images or other information contained therein and shall have no liability to you for failing to do so. A Mobile Deposit is considered received by Citizens when a complete copy of the Mobile Deposit has been written on a Bank electronic storage device in conformity with Citizens' technical and operational requirements.

Laws, Rules and Regulations. Customer agrees to comply with all existing and future operating procedures used by Citizens for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has

agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this section and the Rules, the Rules will control.

Presentment. The manner in which the Images are cleared, presented for payment, and collected shall be in Citizens' sole discretion subject to applicable law and the Account Agreement. Citizens, in its sole discretion, shall select the clearing agents used to collect and present the Images, and Citizens' selection of the clearing agents shall be considered to have been designated by you.

Deposit Limits. We may establish limits on the dollar amount and/or number of Check Images or Mobile Deposits from time to time. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit. If we permit you to make a Mobile Deposit in excess of these limits, such Mobile Deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a Mobile Deposit at other times. Your dollar deposit limit will be disclosed to you at the time that you make the Mobile Deposit. Citizens reserves the right to change the limits. Any such change shall be effective immediately and may be implemented prior to your receipt of notice thereof.

Return of Checks and Chargebacks. Any credit to your account of any deposit using the Mobile Check Deposit Service is provisional until final payment of the item deposited. If a check deposited through the Mobile Check Deposit Service is dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or the item is rejected, or returned by a clearing agent or collecting bank for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an Image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Customer agrees not to deposit or otherwise negotiate an original check after our chargeback. We further reserve the right to chargeback to your account at any time, any Check we subsequently determined was a Prohibited Check. You further agree Citizens is not liable for any loss, costs, or fees you may incur because of our chargeback of any item deposited through the Service.

Customers and Citizens Duties and Responsibilities. Citizens' duties and responsibilities are limited to those described in this Agreement, the Account Agreements and any other agreements governing the accounts. We will use commercially reasonable care in performing our responsibilities under this Agreement. (Customer agrees to carefully review your account statement and each transaction as soon as possible. If there are any errors or discrepancies regarding checks deposited through the Mobile Check Deposit Service including, without limitation, unauthorized transactions, signatures or alterations, you agree to promptly notify us of such errors or discrepancies within the time set forth in the Personal Deposit Account Agreement or Business Deposit Account Agreement, as applicable. 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 all instances, we and, if the services of a third-party provider are utilized in the provision of the Mobile Check Deposit Service, such third-party's sole liability to you shall be limited to the correction of any errors made. We shall not be responsible for suspension of performance of all or any of our obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or is in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between you and us or us and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any person other than our employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond our control or other conditions or circumstances not wholly controlled by us, which would prohibit, retard or otherwise affect our complete or partial performance under this Agreement.

Internet Disclaimer. The control and flow of documents, files, data, or other information depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). We cannot guarantee that such events will not occur. Accordingly, we disclaim any and all liability arising out of, resulting from or related to, such events, and in no event shall we be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or your or our ability or inability to connect to the Internet.

Contingency Plan. Customer agrees that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to us, or otherwise comply with the terms hereof or of the Procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will make the deposit in a manner consistent with other methods for making deposits provided by us until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature sustained by you as the result of your inability to use the Service. The deposit of original checks through these other methods shall be governed by the terms and conditions of the Personal Deposit Account Agreement and/or Business Deposit Account Agreement and not by the terms of this Agreement.

Information. We may from time to time request additional information from you to evaluate a continuation of the Mobile Check Deposit Service to be provided by us hereunder and/or adjustment of any limits set by this Agreement. Customer agrees to provide the requested information immediately upon request by us, in the form that we require. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or the Mobile Check Deposit Service and to request reports from credit bureaus and reporting agencies for such purpose. If you refuse to provide the requested information, or if we conclude, in our sole discretion, that your credit risk is unacceptable, we may terminate the Mobile Check Deposit Service according to the provisions hereof. You shall provide written notice to us of any changes to the information previously provided by you to us. Such notice must be received

by us within five (5) business days of the change.

Right of Audit. This paragraph is applicable to you if the Account to which you make a Mobile Deposit is not a consumer account established primarily for personal, family, or household purposes. Customer agrees to ensure that all appropriate management policies, controls, and procedures are in place to ensure the security and protection of all sensitive personal and financial information associated with checks included in a Mobile Deposit. Upon request by us, you hereby authorize us to enter your business premises for the purpose of ensuring that you are complying with this Agreement. You specifically authorize us to perform an audit of your operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. You hereby acknowledge and agree that we shall have the right to mandate specific internal controls at your location(s) and you shall comply with any such mandate.

Further, you agree that you will conduct an audit (not less than annually) to ensure that the sensitive personal and financial information you obtain is protected by document management procedures that are in full conformity with the terms of this Agreement.

Customer agrees to provide us, within five (5) business days of our request, a copy of: (a) the audit report derived from the audit undertaken by you in order to comply with your obligations under this Agreement and (b) your SSAS 16 report, or such other comparable report detailing the policies, controls and procedures customer has put in place. If you refuse to provide the requested information, or if we conclude, in our sole discretion, that you present a risk that is unacceptable, or if you refuse to give us access to your premises, we may terminate the Service according to the provisions hereof.

Confidential Information. Customer agrees to hold confidential, and to use only in connection with the Mobile Check Deposit Service, all information furnished to you by us or by third-parties from whom we have secured the right to use the Mobile Check Deposit Service, including, but not limited to, our product and service pricing structure, system design, programming techniques or other unique techniques. Notwithstanding anything to the contrary contained herein, it is understood and agreed by the parties hereto that the performance of the Mobile Check Deposit Service is or might be subject to regulation and examination by authorized representatives of federal and/or state banking authorities, and you agree to the release by us of your reports, information, assurances and other data and information as may be required under applicable laws and regulations. This clause shall survive the termination of the Agreement.

User Warranties. You warrant to us that:

- You will only deposit checks that are authorized by this Agreement, the Procedures and the Personal Deposit Account Agreement and/or Business Deposit Account Agreement governing your account.
- You will not (i) create duplicate Images of the checks, (ii) transmit a duplicate Image to us, or (iii) deposit or otherwise negotiate the original of any check of which an Image was created. You further warrant that no subsequent transferee, including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original check from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the check(s).
- No subsequent transferees of the Image(s), including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original check.
- Each Image you transmit to us contains an accurate representation of the front and the back of each check and complies with the requirements of this Section.
- All data and other information you provide to us, including, but not limited to, data contained in the MICR line of each check is complete, accurate and true and complies with the requirements of this Agreement.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor that may impair the collectability of the check.
- This Agreement is valid and enforceable against you in accordance with its terms, and the entry into, and performance of this Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject.
- There is no action, suit, or proceeding pending or, to your knowledge, threatened, which if decided adversely, would affect your financial condition or operations.
- All checks and your transactions are, and will be, bona fide. All signatures on checks are authentic and authorized.

Cooperation with Investigations. Customer agrees to cooperate with us in the investigation of unusual transactions, poor quality transmission, and resolution of client claims, including by providing, upon request and without further cost, any originals or copies of checks deposited through the Mobile Check Deposit Service in your possession and your records relating to such checks and transmissions.

Termination. We may terminate this Section at any time for any reason. This Section shall remain in full force and effect unless and until we terminate it. Without limiting the foregoing, this Section may be terminated if you breach any term of this Section, if you use this Mobile Check Deposit Service for any unauthorized or illegal purposes or you use the Mobile Check Deposit Service in a manner inconsistent with the terms of the applicable Account Agreement, or any other agreement with us.

Ownership and License. Customer agrees Citizens retains all ownership and proprietary rights in this Mobile Check Deposit Service, associated content, technology, and website(s), including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto and any and all documentation, user guides and instructions pertaining thereto. Your use of the Mobile Check Deposit Service is subject to and conditioned upon your complete compliance with this Agreement. Without

limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Mobile Check Deposit Service. Without limiting the restriction of the foregoing, you may not use the Mobile Check Deposit Service (i) in any anti-competitive manner, (ii) for any purpose that would be contrary to our business interest, or (iii) to Citizens' actual or potential economic disadvantage in any aspect. You may use this Mobile Check Deposit Service only for the purpose intended in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer, reverse compile, or create derivative works from any of the technology used to provide this Mobile Check Deposit Service.

ACH SERVICES – FOR BUSINESS CUSTOMERS ONLY

Description of Services. The ACH Network is an electronic funds transfer System which provides for the interbank (processed through an electronic funds transfer clearing house (“**Clearing House**”)) and intra-bank clearing of electronic payments. The ACH Network is governed by the Nacha Operating Rules and Operating Guidelines (as amended from time to time, the “**Rules**”). By using the ACH Services to transfer funds to external accounts, Customer warrants and represents that it is not a “consumer” within the meaning of the Electronic Funds Transfer Act, Regulation E or similar statutes or regulations.

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

- a) “**Credit Entry**” means an order or request for Citizens to credit an account at another financial institution or another account at Citizens funded by a withdrawal from the Customer’s Settlement Account.
- b) “**Debit Entry**” means an order or request for Citizens to debit an account at another financial institution or another account at Citizens for deposit into the Customer’s Settlement Account.
- c) “**Effective Entry Date**” means the Banking Day specified by the Originator on which it intends a batch of Entries to settle.
- d) “**Entry**” means a Credit Entry and/or Debit Entry.
- e) “**Erroneous Entry**” has the meaning set forth in the Rules.
- f) “**Nested Third-Party Sender**” has the meaning set forth in the Rules.
- g) “**Notification of Change**” or “**NOC**” has the meaning set forth in the Rules.
- h) “**Originating Depository Financial Institution**” or “**ODFI**” has the meaning set forth in the Rules.
- i) “**Pre-Notification**” means a zero-dollar Entry submitted to the RDFI in order to confirm account information such as account number or ABA Routing number.
- j) “**Receiving Depository Financial Institution**” or “**RDFI**” has the meaning set forth in the Rules.
- k) “**Receiver**” has the meaning set forth in the Rules.
- l) “**Return Entry**” has the meaning set forth in the Rules.
- m) “**Settlement Account**” means Customer’s Account from which Customer may originate Entries.
- n) “**Settlement Date**” has the meaning set forth in the Rules.
- o) “**Third-Party Sender**” has the meaning set forth in the Rules.
- p) “**Third-Party Service Provider**” has the meaning set forth in the Rules.

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

- a) Customer may initiate and transmit Entries with certain Standard Entry Class (“SEC”) Codes. Authorized SEC Codes include _____. All other SEC Codes may be used in accordance with additional instructions from and requirements by Citizens, as applicable. Notwithstanding the foregoing, Customer is expressly prohibited from originating International ACH Entries (“IATs”). Citizens reserves the right to restrict Customer’s use of any SEC Code type, and Citizens may reject any Entry or group of Entries that includes an unauthorized SEC Code. Citizens also may suspend or terminate Customer’s use of one or more SEC Codes at any time in Citizens’ sole and exclusive discretion.
- b) Citizens may immediately terminate ACH Services if Customer or its Third-Party Service Provider breaches the Rules or causes Citizens to be in breach of the Rules.
- c) Citizens may reject, suspend, or delay any Entry that:
 - a. does not comply with these Terms and Conditions, the ACH Technical Manual, the Rules, or applicable law.
 - b. Citizens is unable to read due to format errors.
 - c. contains an Effective Entry Date more than thirty (30) days prior to or after the Business Day such Entry is received by Citizens.
 - d. fails to comply with exposure limits or prefunding obligations.

- e. Citizens reasonably suspects to be fraudulent or unauthorized.
- f. Citizens deems necessary to protect the safety and soundness of Citizens; and/or
- g. for any reason, is unable to be processed.

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

- d) Customer acknowledges that Citizens has the right to audit Customer's compliance with these Terms and Conditions and the Rules and agrees to provide Citizens, within five (5) days of its request, a copy of: (i) a report derived from an audit undertaken by Customer in order to comply with its obligations hereunder; and (ii) any other report detailing the policies, controls and procedures in place to ensure Customer's compliance with these Terms and Conditions and all applicable Rules.
- e) Citizens will use reasonable efforts to act on a request by Customer to cancel an Entry or a file of Entries prior to its transmittal by Citizens, but Citizens shall have no Liability if such cancellation is not affected. Upon Customer's request, Citizens will initiate a reversal of an Entry or file of Entries in accordance with the Rules and any applicable User Guide(s). If Customer reverses an Entry, batch or file, Customer shall indemnify and hold Citizens harmless from and against any and all liabilities, losses, damages, cost, and expenses resulting from such reversal. Customer may not re-initiate Entries except as permitted by the Rules.
- f) For each Entry submitted by or on behalf of Customer, Customer represents and warrants to Citizens that:
 - a. every Credit Entry is timely.
 - b. every Debit Entry is (a) for an amount due and owing on the Settlement Date from the Receiver to the Originator, or for a sum specified by the Receiver to be paid to the Originator, or (c) to correct a previous credit Entry that was an Erroneous Entry, or (d) to reclaim an amount received by a recipient after death or legal incapacity;
 - c. every Entry (a) has been authorized by the Receiver and the Originator and such authorization has not been revoked or terminated; (b) complies with the Rules; (c) contains the Receiver's correct account number and all other necessary information; and (d) all information transmitted therewith is related to the payment represented by such Entry.
- g) With respect to all Entries submitted by or on behalf of Customer, Customer represents that it is making each and every representation and warranty that is (i) made by a person in the status of Customer to a person in the status of Citizens under the Rules or (ii) made by a person in the status of Citizens and/or Customer to any third-party under the Rules with respect to such Entries.
- h) All Entries received by Citizens from Customer or which purport to have been transmitted or authorized by Customer shall be effective as Customer's Entries and shall be binding upon Customer, provided that Citizens has verified such Entries using then-applicable Security Procedures, regardless of whether such Entries were actually authorized by Customer. All Entries received by Citizens in Customer's name from a Third-Party Service Provider purporting to act on behalf of Customer shall be effective as Entries of Customer and shall be binding upon Customer regardless of whether such Entries actually were authorized by Customer. The Security Procedures used by Citizens are neither designed nor intended to detect errors in the content of an Entry, and any such errors shall be Customer's responsibility.
- i) Settlement for Entries will occur as provided in the Rules, except that Citizens may, upon notice, require settlement prior to processing. Payment of a Credit Entry by an RDFI to the Receiver shall be provisional until receipt by the RDFI of final settlement for such Entry. Customer acknowledges that, if such final settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.
- j) If an Entry describes the Receiver inconsistently by name and account number, payment may be made on the basis of the account number even if it identifies a person different from the named Receiver. In addition, if an Entry describes the RDFI inconsistently by name and identification number or routing number, payment may be made on the basis of the identification number or routing number even if it identifies a financial institution other than the named RDFI.

Compliance with Rules and Laws. Customer agrees to comply with and be subject to the Rules in existence at the date of the Agreement, and any amendments to the Rules made from time to time. It shall be the responsibility of the Customer that the origination of ACH transactions complies with U.S. law, including but not limited to sanctions enforced by the Office of Foreign Assets Control ("OFAC"). It shall further be the responsibility of the Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC or from the OFAC's home page site at www.ustreas.gov/ofac.) Customer agrees that the performance of any action by Citizens to debit or credit an account or transfer funds otherwise required by the Rules is excused from the performance of such action to the extent that the action is inconsistent with United States law, including the obligations of Citizens under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"). Customer agrees generally and warrants to Citizens that all actions by Customer contemplated by these ACH Services Terms and Conditions, including the preparation, transmittal, and settlement of Entries and payment orders, shall comply in all material respects with United States laws, regulations, regulatory guidelines and guidance, and official commentaries, including without limitation all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal Banks Examination Council ("FFIEC"). Citizens will charge the Customer with any fines or penalties imposed by OFAC, Nacha or any organization which are incurred as a result of non-compliance by the Customer and the

Customer agrees to fully reimburse and/or indemnify Citizens for such charges or fines. The specific duties of the Customer provided in the following paragraphs of these ACH Services Terms and Conditions in no way limit the foregoing undertaking. The duties of the Customer set forth in the following paragraphs of these ACH Services Terms and Conditions in no way limit the requirement of complying with the Rules. **Customer acknowledges it has a copy or has access to a copy of the Nacha Rules.** The Nacha Rules may also be purchased online at www.nacha.org under the “Store” tab or by contacting Nacha directly at (703) 561-1100. Customer agrees to subscribe to receive revisions to the Nacha Rules directly from Nacha at their expense. Customer acknowledges and understands that, in addition to the Nacha Rules, federal and state laws and regulations also apply to certain electronic payments.

ACH Tax Payment Processing. If requested by Customer, Citizens will provide ACH Tax Payment Processing Services to Customer. ACH Tax Payment Processing Services include transmitting Credit Entries for payment of state and Federal tax obligations. Customer warrants that it has the ability to initiate Credit Entries in the format required by each such taxing authority. Credit Entries for such payments will be transmitted by Citizens to the RDFI designated by the applicable taxing authority. Notwithstanding Citizens’ agreement to provide ACH Tax Payment Processing Services to Customer, it shall remain Customer’s obligation to make all tax payments owed to any taxing authority in the event that Citizens is unable to make such payments for any reason. If Citizens fails to make a tax payment in accordance with these Terms and Conditions, Citizens’ Liability to Customer shall be limited to reimbursing Customer for the amount of any penalties actually imposed upon Customer by the taxing authority for Customer’s failure to make timely tax payments, provided that Citizens shall have no Liability to Customer if the failure to make a tax payment is caused in whole or in part by Customer’s failure to comply with these Terms and Conditions, including without limitation, failure to maintain sufficient balances in the Account, or by any error or omission by the applicable taxing authority. Customer shall notify Citizens of the imposition of any penalty for failure to make a timely tax payment and shall cooperate with Citizens in an effort to reduce or eliminate such penalty before Customer pays such penalty to the taxing authority.

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

Citizens reserves the right to require Customer to fund the Settlement Account for the total amount of any file(s) at the time such file(s) are transmitted/approved by Customer to Citizens for processing or if the aggregate amount of debits and credits scheduled to be settled on such date exceeds applicable file limits. Customer authorizes Citizens to debit its account on the Settlement Date in amount of each entry. Customer further authorizes Citizens to debit its account for all chargeback entries.

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

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

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

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

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

Use of Third-Party Senders and Nested Third-Party Senders. Customer agrees not to utilize Third-Party Senders, in such capacity or as Nested Third-Party Sender, for the transmission of Entries or other services contemplated by the Agreement unless expressly authorized by

Citizens. Customer further agrees not to enter into any agreement in which the terms of such agreement would require Customer to transmit Entries from an Originator or otherwise perform the duties of a Third-Party Sender or Nested Third-Party Sender.

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

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

MONEY TRANSFER SERVICES

Description of Services. Citizens' Money Transfer Service provides Customer with the ability to move funds from its Accounts at Citizens to accounts at other banks for immediate settlement through the issuance of Payment Orders or Transfer Instructions. Consumer Customers may transfer funds to domestic-only (U.S.-based) third-party accounts that may be with Citizens or with domestic third-party financial institutions. Business Customers may, where permitted by Citizens from time to time, transfer funds to domestic or international third-party accounts that may be with Citizens or with domestic or international third-party financial institutions. Unless otherwise specified, these Money Transfer Services Terms and Conditions apply to both consumer and business customers.

Authorization and Security Procedures.

Authorized Initiators. Customer agrees to give Citizens written notice (by signing the Agreement for Cash Flow Essentials) of the names of Primary Administrators and Secondary Administrators, who will have the authority to create initiators and approvers of Payment Orders or Transfer Instructions, as well as initiate themselves. Customer may also set transaction limits for Payment Orders or Transfer Instructions generally or for specific Authorized Initiators. Citizens may rely on the authority of an active Primary Administrator and Secondary Administrator until Citizens has received written notice to the contrary from Customer and has had a reasonable opportunity to act such notice. Customer acknowledges that Citizens requires a reasonable time period to act on any designation of an Authorized Initiator, including any changes to any such designations. Citizens may, in its sole discretion, refuse to accept any given individual as an Authorized Initiator, or may require further documentation in form and substance acceptable to Citizens.

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

Customer agrees that Citizens may deem any Payment Orders or Transfer Instructions made through Cash Flow Essentials to be duly authorized by an Authorized Initiator. Customer bears sole responsibility for restricting the use of Cash Flow Essentials to authorized individuals.

Money Transfer Security Procedures. All Payment Orders or Transfer Instructions and all cancellations and amendments of Payment Orders or Transfer Instructions shall be subject to an OTP sent via SMS text message Customer agrees to be bound by any Payment Order or Transfer Order, whether or not authorized, issued in Customer's name (including the name of any Authorized Initiator, if applicable) and accepted by Citizens if the OTP was successfully entered, and Customer expressly acknowledges and agrees that Customer shall be responsible for all Payment Orders or Transfer Instructions submitted to Citizens with a successful OTP and that a Payment Order or Transfer Instruction shall not be deemed to be: (a) unauthorized, if such Payment Order or Transfer Instruction is accepted by Citizens in good faith and in compliance OTP, or (b) erroneous, if executed in conformity with Customer's instructions.

Instructions or Changes

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

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

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

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

- a) the dollar amount of the Payment Order or Transfer Instruction.
- b) the Account to be debited to fund the Payment Order or Transfer Instruction.
- c) the Payee's name.

- d) the Account number of the Payee.
- e) the ABA number, CHIPS identification number or SWIFT identification code of the Beneficiary's Bank and any intermediary bank(s), if different from the identification number.
- f) the date on which Customer desires Citizens to execute the Payment Order or Transfer Instruction; and
- g) any other information required by Citizens.

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

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

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

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

International Payment Orders – APPLICABLE TO BUSINESS CUSTOMERS ONLY

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

Execution of Payment Orders

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

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

Duty to Identify Unauthorized or Erroneous Payment Orders. Customer shall exercise ordinary care (i) to ensure each Payment Order has been issued by Customer or an Authorized Initiator and to identify any errors relating to each such Payment Order or Transfer Instruction, and (ii) to notify Citizens of the facts relating to any unauthorized Payment Order or Transfer Instruction or error immediately after discovering such unauthorized Payment Order or Transfer Instruction or error. Customer shall so notify Citizens no later than ten (14) Calendar Days after Citizens notifies Customer that the Payment Order has been executed or the Account has been debited to pay for

the Payment Order or Transfer Instruction, whichever is earlier. Customer agrees that, if Customer fails to notify Citizens within such time period and Citizens is required under applicable law to refund all or part of the Payment Order or Transfer Instruction, Citizens shall have no obligation to pay interest to Customer on the amount refunded. If a Payment Order or Transfer Instruction is not authorized by Customer, the Liability of the parties will be governed by UCC Article 4A.

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

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

Transfer of Funds Via the SWIFT Network

Overview and Applicability. This subsection governs the transmission of funds Transfer Instructions via the SWIFT Network. In its role as Forwarding Bank, Citizens will receive Transfer Instructions from a Transfer Instruction Originator and transmit via the SWIFT Network a Request for Transfer to the Receiving Bank. Customer may, through a Transfer Instruction Originator, issue Transfer Instructions and where Citizens is acting as Forwarding Bank, the Rules governing the issuance, amendment and cancellation of Transfer Instructions shall be the same as for the issuance, amendment, and cancellation of Payment Orders.

REAL-TIME PAYMENTS SERVICE

The General Terms and Conditions are incorporated herein by reference.

By sending payments or receiving payments through the Real-Time Payments Service, Customer agrees to accept and will comply with the Terms and Conditions set forth in this Agreement. However, for Consumer Customers, in the event of any conflict between the below Terms and Conditions and the Consumer Customer Information portion of the Customer Access section, then the Consumer Customer Information portion of the Customer Access section shall apply to Consumer Customer's use of the Real-Time Payments Service.

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

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

- a) **"Payment Amount"** refers to the RTP Transfer Amount in conjunction with the applicable RTP Transfer.
- b) **"Person"** means a natural person or a business, government, or nonprofit entity.
- c) **"Real-Time Payments Service"** refers to a service that allows Customer to send or receive payments to other Persons.
- d) **"Real-Time Transfer System"** refers to the real-time transfer System that is accessed through the Real-Time Payments Service.
- e) **"Receiver"** refers to a Person that receives a payment through the Real-Time Payments Service.
- f) **"Receiver Addressing Information"** refers to addressing information of the Receiver, which may include the Receiver's account number, routing number, telephone number, and/or email address, as applicable.
- g) **"Receiving Financial Institution"** refers to Citizens, when Customer is the Receiver, and the Receiver's financial institution, when Customer is the Sender.
- h) **"Sender"** refers to a Person that sends a payment through the Real-Time Payments Service.
- i) **"Sending Financial Institution"** refers to Citizens, when Customer is the Sender, and means the financial institution that holds the Sender's account, when Customer is the Receiver.
- j) **"Service Participant"** refers to a financial institution that participates in the Real-Time Payments System, which includes Citizens.
- k) **"RTP Transfer"** refers to a payment from a Sender to a Receiver through the Real-Time Payments Service.
- l) **"RTP Transfer Amount"** refers to the amount of funds that the Sender directs the sending Financial institution to transfer to the Receiver; and
- m) **"Request for Information"** refers to a message(s) sent or received through a Real-Time Payments Service.

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

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

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

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

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

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

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

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

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

- a) Customer may only submit requests for payment to Persons who: (i) are known to Customer; and (ii) would reasonably expect to

receive a request for payment from Customer.

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

Failed RTP Transfers. A RTP Transfer may fail if:

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

In addition, completion of a RTP Transfer may be delayed if the RTP Transfer is subject to review by the Sending Institution or Receiving Institution for fraud, regulatory or compliance purposes. RTP Transfer Requests are typically completed within 15 seconds of transmission of the RTP Transfer

Request by the Sender, unless the RTP Transfer fails or is delayed as described above.

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

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

Prohibited Payments. Customer agrees that Customer shall not use the Real-Time Payments Service to make or receive any of the following types of payments (each, a "**Prohibited Payment**"): (i) payments that violate or appear to violate any local, state, or federal law or regulation; (ii) payments to Accounts domiciled outside the United States; (iii) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a "**Test Payment**"), provided, that Customer may conduct a Test Payment if Customer has a bona fide need to do so in order to determine the validity of Receiver Addressing Information provided to Customer by a Receiver that wishes to receive a payment from Customer; or (iv) any other payment that violates this Agreement.

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

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

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

Furthermore, if any account statement shows RTP Transfers that Customer did not make, tell Citizens AT ONCE. If Customer does not tell Citizens within sixty (60) days after a statement showing such a RTP Transfer was transmitted to Customer, Customer may not be reimbursed the money Customer lost after the sixty (60) days if Citizens can prove that Citizens could have stopped someone from taking the money if Customer had told Citizens in time.

REVERSE POSITIVE PAY

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

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

POSITIVE PAY SERVICE

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

Customer authorizes Citizens to honor and Citizens shall pay each Item for which precisely matching Issue Data has been delivered to Citizens in accordance herewith, including modifications to the Issue Data, unless Customer has placed a valid and unexpired stop payment order with respect to such Item prior to the day on which the Item is presented to Citizens for payment. Void records are to be used for reconciliation purposes only and may not always prevent a check from being paid if the account is subscribed to Positive Pay. In the case of Positive Pay Services, if an Item presented to Citizens does not exactly match a description of an Item contained in an Issue Data file, such Item shall be classified as a “Suspect Item”. If an Item presented for encashment at a Citizens branch is classified as a Suspect Item, it will not be paid. All Suspect Items presented at the branch level will be marked “Refer to Maker” and returned to the holder.

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

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