



Wire Transfer Agreement

This agreement applies to online Wire Transfer services through First Citizens Digital Banking Commercial Advantage and to customers enrolled in and that otherwise access such services.

The undersigned Customer(s) agrees that use of the wire transfer services offered by First-Citizens Bank & Trust Company shall be governed by this Wire Transfer Agreement. The terms "Bank," "we," "us," "our," and "ours" refer to First-Citizens Bank & Trust Company. The terms "Customer," "you," "your," and "yours" refer to the undersigned Customer(s), jointly and severally. Customer and Bank may also be referred to each as a "party" or collectively as the "parties."

The clicking of "I Accept" by any user (as defined in the First Citizens Digital Banking Commercial Advantage Customer Agreement) with respect to this Agreement, and any amendments hereto, constitutes acceptance of this Agreement and is your acknowledgment that you have received this Agreement, you have read and understand it, and you agree to be bound by it. If you are a User, you acknowledge and understand that you are accepting this Agreement on behalf of your employer and you represent and warrant that: (i) you have full legal authority to bind your employer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of your employer, to be bound by this Agreement.

We reserve the right to amend this Agreement at any time. We will provide you with notice of an amendment as required by law. We may provide notice of an amendment electronically and require acceptance of the amendment as a condition of continued use of the wire transfer services described herein. Acceptance of the amendment by a User and/or your use of the wire transfer services after we amend this Agreement will constitute your acceptance of such changes. You may decline changes by terminating your enrollment in the wire transfer services, in the manner provided in this Agreement, before the changes go into effect. You agree that your electronic consent/acceptance or entry of information is legally binding on you and enforceable against you and is the legal equivalent of your handwritten signature.

You desire that we accept and execute your wire transfer instructions. In consideration of our providing these wire transfer services, you agree as follows:

1. Definitions.

For the purposes of this Agreement:

- a. **Agreement** means this Wire Transfer Agreement. This agreement may be amended from time to time.
- b. **Authorized Representative** means any person authorized by you via your Commercial Advantage account, on a Wire Callback Authorization Form, or otherwise, to receive a telephone call-back from a Bank associate to verify wire transfer instructions received from an authorized user. An authorized representative does not have authorization to initiate a wire transfer on behalf of the business, unless such authorized representative is also an authorized user. The term "authorized representative" also includes any person we reasonably and in good faith believe to be your authorized representative and to have authority to act on your behalf.
- c. **Authorized User** means any Commercial Advantage User or person authorized on behalf of the Customer to provide wire transfer instructions using Commercial Advantage. Any action you may take under this Agreement may be taken on your behalf by you or an authorized user, and any action taken by an authorized user shall be as legally binding on you, as if you had taken the action yourself.
- d. **Beneficiary** means the person, business, or other entity to be paid by the beneficiary's bank.
- e. **Beneficiary's Bank** means the bank identified in the wire transfer instructions in which an account of the beneficiary is to be credited pursuant to the wire transfer instruction. The final bank in the wire transfer process is the beneficiary's bank.
- f. **Business Support** refers to our telephone customer service center for business customers. You can reach Business Support by calling our toll-free number (1.866.FCB.4BIZ or 866.322.4249) between the hours of 7 a.m. - 11 p.m. Eastern time, Monday through Saturday.
- g. **Commercial Advantage** is First Citizens Digital Banking Commercial Advantage, our online and mobile banking system for business and commercial customers through which they can access our Wire Transfer service.
- h. **Intermediary Bank** means a receiving bank that processes the transaction by providing funds and instructions to the beneficiary bank.
- i. **Originator** means the business providing instructions to a receiving bank, and includes you (when you give us instructions).
- j. **Receiving Bank** means the bank to which an originator's instruction is addressed. Each bank that receives wire transfer instructions is a receiving bank.
- k. **Wire Callback Authorization Form** refers to our approved form for collecting and/or updating your Authorized Representative information for the purpose of obtaining wire authorizations via callbacks.
- l. **Wire Transfer** means the series of transactions, beginning with your wire transfer instructions, made for the purpose of making payment to the beneficiary of the order. The term includes any wire transfer instructions issued by us or an intermediary bank intended to carry out your wire transfer instructions.
- m. **Wire Transfer Instruction** means an instruction from an originator transmitted verbally, electronically, or in writing, instructing our bank to pay, or to cause another bank to pay, money to a beneficiary. A wire transfer instruction may not state a condition to payment to the beneficiary other than the time of payment. The Bank will debit your account in the amount designated in the wire transfer instructions plus any applicable fee(s).
- n. **Wire Transfer System** means a wire transfer network through which a wire transfer instruction by a bank may be transmitted securely to the bank to which the order is addressed (e.g. FedWire, SWIFT).

- o. **Transfer Instruction** means a wire transfer instruction and any instructions relating thereto, including a request to amend or cancel the original wire transfer instruction.
- p. **Your Account** means each and every account you maintain with us as sole owner, joint owner, officer, manager, agent or in some other fiduciary capacity. Your “designated account” means the account you maintain with us which you have requested that we debit in order to pay your wire transfer request.

2. Nature of Services.

The wire transfer instructions you may give us may include, but will not necessarily be limited to, the following: (a) instructions for the transfer of funds from your accounts with us to other accounts of yours, whether with us or with other banks; (b) instructions to transfer funds from your account with us directly to any third party or to the bank account of any third party, whether the beneficiary’s account is with us or with another bank; and (c) the transfer of funds into your account with us. You understand that this Agreement does not apply to wire transfers governed by the Electronic Funds Transfer Act of 1978 or the Consumer Financial Protection Bureau’s Regulation E, as these rules apply to consumer accounts only.

3. Authorized Users and Authorized Representatives.

- a. You authorize us to execute wire transfer instructions (and in accordance therewith to debit your account) which we receive from you or from any Authorized User who is either (a) designated by you at enrollment in the Wire Transfer service, (b) subsequently added by your Commercial Advantage Legal administrator through your Commercial Advantage account, or (c) otherwise authorized. It is your Legal Administrators responsibility to ensure that proper permissions have been assigned through your Commercial Advantage account, these permissions are appropriately updated as necessary, and you have set appropriate approval workflows within your Commercial Advantage profile. If an Authorized User was designated via Commercial Advantage by your Legal Administrator, such authority must be terminated via Commercial Advantage.
- b. If one or more Authorized Representatives was designated in writing via Commercial Advantage, on a Wire Callback Authorization Form, or otherwise, we expect you to keep such designation of Authorized Representatives current by periodically providing us with updates, at minimum, when changes (either the addition or deletion of Authorized Representatives) occur. Updates to Authorized Representatives received on a Wire Callback Authorization Form will supersede any previous designations provided for Authorized Representatives. We will accept emergency verbal notices of termination of authority for Authorized Representatives; however, any verbal notice you give us must be promptly confirmed by you in writing. If you fail to provide updates in writing, we will not be liable for following any wire transfer instructions in reliance on the written authorizations you previously provided, even if you have verbally notified us that one or more Authorized Representatives previously provided is no longer authorized to verify wire transfer instructions. No notice of termination of authority for Authorized Representatives will be effective unless and until it is received by our Wire Transfer Department or its designated successor, and that department has had five business days to act on your notice.

4. Procedures for Wire Transfer Instructions.

All wire transfer instructions you or an authorized user provide to us will conform to those procedures we may prescribe from time to time, including cutoff times each day for receiving transfer instructions. We may change our procedures and will notify you of such changes as required by law. Any wire transfer instructions we receive after a cutoff deadline may be treated by us as received on the next business day. You agree to prevent the disclosure (both inside and outside of your organization) of any of our procedures relating to the transfer of funds except on a “need to know” basis.

5. Communication of Wire Transfer Instructions.

- a. You authorize us to act on any wire transfer instructions we receive from you or an authorized user through Commercial Advantage, or alternatively by any other means acceptable to us. We will be entitled to rely on any communication, regardless of the form of the communication, which we reasonably believe to have been signed, sent, or made by you or your authorized user. We will be entitled to authenticate any wire transfer instructions we receive through verification by you or by an authorized representative or by any other means we may deem appropriate. Our failure to authenticate any instructions will not be construed as a failure on our part to exercise reasonable care or to act in good faith. We will not be liable for our refusal to honor any instruction if we are unable to satisfy ourselves that the instruction was given by you or an authorized user. You authorize us to electronically record any wire transfer instructions communicated to us, including those communicated by telephone. The decision of whether to record such a communication is within our sole discretion, and you agree to indemnify, defend and hold us harmless from and against any loss or liability we may incur as a result of our recording such a communication, including, without limitation, our attorneys’ fees whether or not a lawsuit is filed.
- b. To initiate a wire transfer instruction, you must provide us with requested information which includes, but is not limited to, the following: (1) name of the authorized user initiating the wire transfer instruction; (2) amount to be transferred; (3) currency, if other than U.S. Dollars; (4) number of your account with us from which funds are authorized to be withdrawn; (5) name, address, and identifying number of the institution to which funds are to be transferred; (6) name, address, and account number of the beneficiary to whom the funds are to be transferred; and (7) any other information we may request. You may initiate repetitive wire transfer requests, in which case you will provide us with any information we need that is unique to the particular wire transfer and, if we assign an identifying number to the repetitive wire transfer, the correct identifying number for the wire transfer.
- c. In executing a wire transfer instruction, we may rely solely on any bank identifying number and/or bank account number you supply as the proper identification for a beneficiary, a beneficiary’s bank, or an intermediary bank, notwithstanding that the name, if any, which accompanies the number supplied by you may be inconsistent with such number. Our reliance on any such identifying or bank account numbers may result in the payment of funds or the issuance of wire transfer instructions by the beneficiary’s bank (including us when we are the beneficiary’s bank) to a beneficiary or bank which you did not intend to receive the transferred funds or wire transfer instructions, but whose identifying number or account number identifies a person or bank different from the name you supplied. You understand our obligation to pay the amount of the wire transfer instruction will not be excused in such circumstances, and you agree to indemnify, defend and hold us harmless from any loss and expenses we incur (including our attorney fees whether or not a lawsuit is filed) as a result of our reliance on such bank identifying or bank account numbers in executing or attempting to execute the wire transfer instruction. We will have no duty to detect any such inconsistency in identification.

6. Wire Transfer Instructions Submitted Via Commercial Advantage.

- a. In order to submit wire transfer instructions (if you are enrolled in such service) via Commercial Advantage, your Legal Administrator shall be responsible for designating Authorized Users with authority to submit wire transfer instructions via Commercial Advantage on your behalf. Your

Legal Administrator may also set dollar limits on wire transfer amounts for each Authorized User per account. We shall not be responsible for the authorities and limits established by your Legal Administrator. We shall be entitled to rely solely on the designations made by your Legal Administrator and shall not be responsible for matching the names of the Authorized Users designated through your Commercial Advantage account to names or titles listed elsewhere, such as in a signature card, Wire Callback Authorization Form, or banking resolution. You agree that any such online wire transfer instructions shall comply with our disbursement and security policies.

- b. Your Legal Administrator and Authorized Users will have security credentials (usernames, passwords, etc.) in order to access Commercial Advantage and submit wire transfer instructions. Each Authorized User will also be required to register his or her Multi-Factor Authentication (MFA)/Transaction Authentication device(s) on Commercial Advantage prior to obtaining access to and use of the Wire Transfer Service. Commercial Advantage utilizes MFA/out-of-band Transaction Authentication and other security tools that provide additional layers of security when initiating certain types of transactions from Commercial Advantage. Any MFA/Transaction Authentication device(s) utilized by Commercial Advantage are separate applications from Commercial Advantage and will be required for all Authorized Users who have access to originate Wire Transfers. Please contact Business Support for our current authorized MFA/Transaction Authentication applications and devices. Any intentional bypassing of required Commercial Advantage security controls, or installation or usage of MFA/Transaction Authentication devices or applications not expressly authorized by First Citizens for use with Commercial Advantage, is done so at your own risk. You agree that you will ensure that your Legal Administrator and Authorized Users shall not give or make available their security credentials to any other persons or entities and shall take customary and reasonable precautions to keep their security credentials secure. You agree to comply with our security procedures, including those described in this Agreement and any other security procedures established by us from time to time. You further agree that we are entitled to rely on any wire transfer instructions we receive so long as the wire transfer instructions comply with our security procedures, and we shall not be liable for any loss or damage incurred by you with respect to the authorization of a wire transfer so long as we followed our security procedures.

7. No Obligation to Accept Wire Transfer Instructions; Available Balances.

We will not be obligated to accept any wire transfer instruction and we will act only on those wire transfer instructions which we accept. We will be deemed to have accepted a wire transfer instruction only by executing it. We may reject a wire transfer instruction for any reason, and we may impose conditions which must be satisfied before we accept a wire transfer instruction. We may communicate a rejection of your wire transfer instructions by any reasonable means, including, but not limited to, verbal, telephone or electronic means, mail, or otherwise. We will incur no liability for our failure to give you notice. Our failure to give you notice of the rejection of your wire transfer instructions will not result in or be deemed an acceptance by us of your wire transfer instruction. We will not be obligated at any time to execute wire transfer instructions in an amount in excess of the total available balance on deposit in your designated account.

8. Method of Transmitting Wire Transfers.

We may execute a wire transfer instruction through an intermediary bank, wire transfer system or other third-party communication system as we, in our sole discretion, may select. We will not be liable for the default or errors of such an intermediary or system and any such intermediary or system selected by us in executing your transfer instructions will be considered your agent.

9. Confirmations.

A wire transfer is completed upon the earliest to occur: acceptance by the beneficiary's bank of your wire transfer instructions for the benefit of the beneficiary or by the deposit of the funds transferred to the beneficiary account. We will send you written confirmation of the execution of your wire transfer instruction, in the form of either (a) the wire status within Commercial Advantage, (b) an email or other electronic communication if you have registered with us to receive such communications, or (c) a periodic account statement. You agree to notify Business Support or your local branch by telephone immediately upon learning of any unauthorized wire transfer instructions or any other discrepancy from your wire transfer instructions. We will be discharged from any loss or liability to the extent caused by your delay in giving us such notification. Without regard to care or lack of care on our part or your part, if you have failed to discover and report to Business Support or your local branch any unauthorized wire transfers or any other discrepancy with respect to a wire transfer within 14 calendar days from the date we first notify you of the wire transfer instruction (whether by email notification, periodic statement or otherwise), you will be precluded from asserting against us the unauthorized wire transfer or other discrepancy. Upon our request, you will promptly provide to us written confirmation of any notice you give pursuant to this paragraph.

10. Amendment or Cancellation of Wire Transfer Instructions.

Notwithstanding any other provision in this Agreement to the contrary, you agree and acknowledge that you have no right to cancel or amend a wire transfer instruction, and we shall not be obligated to accept a request from you to amend or cancel a wire transfer instruction. If you desire to amend or cancel a wire transfer instruction, however, we, in our sole discretion, may make a reasonable effort to comply with your request if we have a reasonable opportunity to act. We make no representation or warranty as to our ability to comply with your amendment or cancellation and you agree that we will not be held responsible if we do not comply. You agree to indemnify, defend and hold us harmless from all claims, losses, damages, liabilities and expenses we may incur or sustain, including our attorneys' fees, in connection with any amendment or cancellation request. You further agree to provide information to us that reasonably identifies the original wire transfer instruction and to comply with all applicable security procedures. We will have no liability or responsibility if your cancellation or amendment request is not effected.

11. Fees.

You agree to pay us fees for the services we provide according to this Agreement. The amount of the fees you pay will be determined in accordance with our Commercial Advantage fee schedule for wire transfer services in effect at the time the services are rendered, as the same may be amended. You authorize us to charge such fees to your account.

12. Debiting of Account; Overdraft.

When we receive wire transfer instructions from you, you authorize us to debit your designated account in the amount of the wire transfer instruction plus all related fees. If your designated account does not contain sufficient available funds or we are otherwise unable to debit your account for the full amount of the wire transfer instruction and all related fees, you will immediately reimburse us upon demand for any wire transfer instructions we honor, together with all related fees and interest at *The Wall Street Journal* prime rate plus one percent, as that rate may change from time to time, or we may debit any other of your accounts with us. If a wire transfer creates an overdraft, you agree to pay promptly after demand the amount of the

overdraft, together with all related fees and interest at *The Wall Street Journal* prime rate plus one percent, as that rate may change from time to time. We may set off against any of your accounts with us in order to pay any sums you owe us, including interest and fees. Nothing in this Agreement will be construed to require us to execute your wire transfer instructions if you do not have sufficient available balance in your designated account to cover the wire transfer instruction.

13. Drawdown/Reverse Wire.

You agree that the terms of this Agreement apply to drawdown wire requests per the First Citizens Bank Drawdown (AKA Reverse Wire) and Direct Debit Authorization Request Form.

14. Security Procedures.

- a. You agree to utilize the security procedure (“Security Procedure”) in communicating all wire transfer instructions pursuant to this Agreement. The sole purpose of using the Security Procedure is to verify that a wire transfer instruction has been validly issued by you or on your behalf. The Security Procedure is not designed for the purpose of error detection.
- b. You agree to verify all wire transfer requests you receive by email, or by any other means, from a vendor, customer, or employee using an alternative method (i.e., telephone call to a known valid number) to prevent fraudulent activity. The Bank will not be liable for any fraudulent wire activity due to you acting on a fraudulent communication to submit a wire transfer instruction.
- c. The Security Procedure for wire transfer instructions will consist of all of the procedures we and you use to verify that the instruction is your instruction, and shall include, but not be limited to, the following: (i) your designation of one or more Authorized Representatives for call back purposes, which designation shall be communicated to us in a form satisfactory to us; and (ii) your designation of one or more telephone numbers which we may use to verify the authenticity of a wire transfer instruction with your Authorized Representative. We may rely on the telephone number(s) and on any list of authorized representatives you provide us, in the form we have specified, until we receive and are able to distribute to our affected employees your notice changing the telephone number(s) or your Authorized Representatives. Any notice you give in writing concerning a telephone number or an authorized representative must be cancelled or changed in writing via Commercial Advantage, on a Wire Callback Authorization Form, or otherwise. Such notice to cancel or change a telephone number or authorized representative may initially be verbal, but you must promptly confirm in writing any verbal notice you give us.
- d. We may establish a dollar amount for wire transfer instructions above which amount we may verbally verify the instruction by either calling one of the telephone numbers you provide us and speaking to any person who identifies himself or herself as an Authorized Representative or calling any Authorized User your Legal Administrator has established (a “call back”). If the amount of the instruction equals or exceeds the dollar amount established by us for call backs, we may verify the requested instruction by a call back. Our failure to verify or otherwise authenticate a wire transfer instruction will not be construed as a failure to exercise reasonable care or a lack of good faith.
- e. We require Authorized Users to utilize our approved MFA/Transaction Authentication applications and devices when initiating wires via Commercial Advantage. Certain MFA/Transaction Authentication applications utilized by Commercial Advantage are separate applications from Commercial Advantage. Please contact Business Support for our current authorized MFA/Transaction Authentication applications and devices. We are not liable for a failure on the part of any third-party MFA/Transaction Authentication applications or devices or any security breaches arising from use of the same. If usage of MFA/Transaction is waived by you, we are not liable for any loss that could have been prevented by use of the MFA/Transaction Authentication. Any intentional bypassing of required Commercial Advantage security controls, or installation or usage of MFA/Transaction Authentication devices or applications not expressly authorized by First Citizens for use with Commercial Advantage, is done so at your own risk.
- f. We may require the use of and implement other or additional security procedures, including the use of other third party MFA/Transaction Authentication applications or devices; of a PIN (personal identification number) or other similar code systems, or of any other security procedures we deem appropriate. For wire transfer instructions initiated via Commercial Advantage, we may require you to review and approve such wire transfers electronically. You agree that you will maintain the confidentiality of any security procedures and prevent the disclosure of such procedures except on a “need to know” basis. You will notify us immediately if you discover that any of the procedures relating to wire transfers may have been compromised or disclosed, and you will promptly confirm such information in writing to us. Any wire transfer instruction which is issued by you or in your name using the Security Procedure, accepted by us in compliance with the Security Procedure, and acted upon by us in good faith will be effective as your valid wire transfer instruction, and you agree to be legally bound thereby even if the wire transfer instruction was not authorized by you.
- g. You have carefully analyzed the Security Procedure which will be used in connection with your wire transfer instructions and you acknowledge that the Security Procedure identified in this Agreement is a satisfactory method of verifying the authenticity of wire transfer instructions based on your needs and that the procedure is commercially reasonable. You agree to indemnify, defend and hold us harmless from and against any and all losses, damages, claims and expenses (including our attorneys’ fees whether or not a lawsuit is filed) caused by or as a result of your failure to maintain the confidentiality of the Security Procedure. The Security Procedure will apply not only to wire transfer instructions but also to any attempt to cancel or amend a wire transfer instruction. We may change a Security Procedure if we reasonably believe that the confidentiality of the procedure has been compromised or if we believe in good faith that a change in the Security Procedure is necessary or appropriate to maintain a commercially reasonable security procedure.

15. Virus Protection, Firewalls and Malicious Software (“Malware”).

- a. You are obligated to take reasonable security precautions to protect your computer or mobile device (your “Access Device”). There are a number of means and mechanisms by which other persons may obtain information from your Access Device or trick you or other Authorized Users in order to gain control of your Access Device (or any device used to access your accounts).
- b. We protect our own network and systems with various security protocols, but are under no obligation to determine if your Access Device (or any device by which you access your accounts) is secure or if it is or may be compromised or insecure. We encourage you to routinely scan your hardware and software using reliable and current virus, firewall and malware protection products of your choice to protect from, detect and remove any viruses and malware found. A virus on your Access Device that goes undetected or unrepaired may corrupt and destroy your programs, files and even your hardware and may result in unauthorized transactions from your accounts.

16. Records.

Our records (including all written and electronic records and any telephone recordings) as to wire transfer instructions will be presumed to reflect accurately the transactions described in those records.

Under Bank Secrecy Act requirements any electronic record of your wire transfer will be retained by the Bank for a minimum period of 5 years.

17. International Wire Transfers.

You understand that all deposits to and withdrawals from your account to effect a wire transfer will be processed in U.S. Dollars or, at your option, converted into the currency of the beneficiary bank. We will convert funds to or from U.S. Dollars at our quoted rates of exchange at the time of conversion. As a result, you will bear all exchange rate risk. The quoted rates of exchange include a spread, which compensates us for the wire transfer service.

18. Liability.

Our duties and responsibilities are limited to those described in this Agreement. With the exception of acts of gross negligence, fraud, or willful misconduct, we will not be liable to you for any error, for any acts done or steps taken or omitted by us in good faith, for any mistake of law or fact, or for anything we do or fail to do in good faith in connection with this Agreement. We will not be liable to you for any special, indirect or consequential damages (such as loss of profits, income or interest), even if you have advised us of the possibility that you may sustain these types of damages. We will not be responsible for any liability, loss or damage resulting from: (a) your negligence; (b) any delay in performing or failing to perform responsibilities under this Agreement caused by an act of God, terrorist threat or act thereof, fire, or other catastrophe or disaster, as determined in our sole discretion; (c) mechanical, electrical or computer failure; (d) any incorrect use of the Security Procedure, any unauthorized or fraudulent use of the Security Procedure or other fraud by any person other than one or more of our employees; (e) acts of, delays or failure to act by any carrier, intermediary, correspondent and/or agent operating between us and you, or between us and other banks, or by recipients of transferred funds and their personnel; (f) any delays or errors in international wire transfers arising from language differences, difficulties or incompatibility in communication or computer systems, or time or date differences; (g) strikes, riots, civil insurrection or war; or (h) without limiting the generality of this paragraph, any other cause beyond our control. We will not be liable for any loss resulting from the fraudulent, unauthorized or otherwise improper communication of wire transfer instructions to us, and you acknowledge and agree that we will be entitled to rely upon the genuineness of all wire transfer instructions received by us which we reasonably believe were made by you or your authorized user.

19. Indemnification.

You agree to indemnify, defend and hold us harmless from any claims, demands, expenses (including our attorneys' fees whether or not a lawsuit is filed), loss or damage arising out of our acting upon your wire transfer instructions or those wire transfer instructions of any of your authorized users made in accordance with this Agreement, or our refusal to act upon wire transfer instructions which are not made in accordance with this Agreement. If you maintain your account as an agent or in some other fiduciary capacity, you represent and warrant to us that you have the full legal authority to accept and execute this Agreement and perform your obligations hereunder.

20. Termination.

Either party may terminate this Agreement at any time upon written notice to the other. Termination of this Agreement, however, will not affect the parties' respective rights and obligations with respect to wire transfer instructions executed prior to the date of termination. This Agreement will terminate automatically and without notice to you if your Commercial Advantage account is closed.

21. Notices.

- a. Except as we have otherwise specifically provided in this Agreement, as a Commercial Advantage customer, you may send us notices regarding the wire transfer service electronically through your Commercial Advantage service. Any notice you give us will not be effective until it is actually received by our Wire Transfer Department and our Wire Transfer Department has had a reasonable time to act upon it.
- b. Except as otherwise specifically provided in this Agreement, any written notice we are required to give you may be sent to you electronically through your Commercial Advantage service. Any notice we give you will become effective when delivered to or received electronically by you.

22. Miscellaneous.

This Agreement will be governed by and construed in accordance with the laws of the state of North Carolina, including without limitation Article 4A of N.C. Gen. Stat. Chapter 25. To the extent applicable, this Agreement is also subject to and governed by the Federal Reserve Board's Regulation J, SWIFT Standards, all as may be amended. The indemnification and limitation of liability provisions contained in this Agreement will survive any termination of this Agreement. The terms of this Agreement will be binding upon and inure to the benefit of each party and our respective heirs, personal representatives, successors and assigns. If any provision of this Agreement is held invalid under any law or regulation such invalidity will not affect the remaining provisions of this Agreement.

23. Incorporation by Reference.

Each of your wire transfer instructions incorporates this Wire Transfer Agreement by reference. This Agreement is binding upon any customer who executes a wire transfer instruction from First Citizens Digital Banking Commercial Advantage.