



BUSINESS ONLINE BANKING AND MASTER TREASURY MANAGEMENT AGREEMENT

The following information represents the Business Online Banking and Master Treasury Management Agreement between you and First Carolina Bank ("Financial Institution," "we," "us," "our," "ours"). This master agreement, including, as applicable, any related Authorization Form, the signature card, rate and fee schedule, and any applicable Product Schedule and other instructions herein relating to specific Services that may be provided in connection herewith (collectively, this "Master Agreement"), sets forth the terms and conditions governing the provision of Online Banking and treasury management Services to you or anyone authorized by you (collectively, "Customer," "you," "your," "yours") and describes your and our rights, responsibilities and obligations. The Authorization Form is attached hereto as Exhibit A and is made an integral part of this Master Agreement. By completing and signing the Authorization Form, and/or using one or more of the Services, Customer agrees to, and shall be bound by, the terms, conditions and provisions in this Master Agreement, including those for each Service the Customer has selected or otherwise uses. Financial Institution, in its sole discretion, may not permit Customer to use the Service until Financial Institution has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until Financial Institution has had a reasonable opportunity to review the Authorization Form and activate the Service. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Financial Institution's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Master Agreement, any applicable Product Schedule or otherwise prescribed by Financial Institution. In the event of a conflict between the terms of this Master Agreement and those of any Authorization Form or Product Schedule, the terms of the Authorization Form or Product Schedule, as applicable, shall govern and control with respect to the Service at issue. In order to activate the Service, you must have at least one Account with us linked to the Service.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Financial Institution, intending to be legally bound, do hereby agree as follows:

1. Definitions.

The following terms and definitions apply when used in this Master Agreement.

- 1.1.** "Access Device" means access equipment, including but not limited to a personal computer or a Mobile Device that meets the requirements for use of the Service.
- 1.2.** "Access Device System" means all software, hardware, Access Devices or other equipment necessary to access the Services.
- 1.3.** "Account" or "Accounts" means one or more checking, savings, money market deposit or loan account that you have with us.
- 1.4.** "Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

- 1.5. "Account Agreement" means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.
- 1.6. "Authorization Form" means the Authorization for Online Banking and Treasury Management Services form attached hereto as Exhibit A.
- 1.7. "Bill Payment Account" means the Account(s) you have authorized us to debit for payment made to Payee(s) in connection with the Online Banking Service.
- 1.8. "Bill Payment Service" means our service available through Online Banking that allows you to pay or transfer funds to designated Payees based upon your instructions to us via an Access Device.
- 1.9. "Bill Payment" or "Payment" means the remittance of funds, initiated through Online Banking Service, from a Bill Payment Account to a Payee.
- 1.10. "Biometric Logon" mean an authentication method to assist in verifying your identity through collecting your unique facial or fingerprint image (image capture) or your voice characteristics (audio capture).
- 1.11. "Business Day(s)" means 8:30 a.m. a.m. to 5:00 p.m. ET p.m. Monday through Friday. Federal Holidays are not included. Some online transaction deadlines may vary from this definition.
- 1.12. "Deposit Account Agreement" has the meaning provided in Section 9.7.
- 1.13. "Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.
- 1.14. "Funds Transfer" or "Transfer" means a transfer of funds, initiated through Online Banking Service, from one eligible account to another.
- 1.15. "Mobile Device" means an Access Device that is mobile, including but not limited to a mobile phone, smartphone, tablet, any personal data assistant or other wireless device.
- 1.16. "Online Banking," "Service," or "Online Banking Service" each mean the service(s) described in this Master Agreement.
- 1.17. "Password" means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.
- 1.18. "Payee" means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Banking Services.
- 1.19. "PC" means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.
- 1.20. "Product Schedule" refers to a separate agreement for certain cash management services offered by Financial Institution.
- 1.21. "Software" has the meaning assigned to such term in Section 2.4 of this Master Agreement.
- 1.22. "Transfer" means a transfer of funds, initiated through Online Business Services, from one eligible account to another.

1.23. “Transfer Day” means Monday - Friday, to 6:00 p.m., Eastern Time (Standard or Daylight). No holidays (including any Standard Federal Reserve Bank Holidays) are considered a Transfer Day.

1.24. “User Name” means the (i) user name assigned by Financial Institution prior to your first use of Online Banking or that is otherwise designated by you as your user name pursuant to this Master Agreement and (ii) any other user name granted to a User by your Administrator.

Other definitions are set forth elsewhere in this Master Agreement. Any singular term in this Master Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include,” “includes” or “including” are used in this Master Agreement, they shall be deemed followed by the words “without limitation”, and such terms shall not be limited by enumeration or example. Any reference contained in this Master Agreement to specific statutory or regulatory provisions or to any specific governmental authority or agency shall include any successor statute or regulation or successor governmental authority or agency, as the case may be.

2. Setup and Use of Online Access Services.

2.1. Eligibility.

To have access to the Services you must be an authorized user of the Software you select, if required for use with the Equipment. You must also have at least one eligible deposit or loan Account with us that qualifies as an Eligible Account (as defined below). If you have more than one Account, you will have access through the Service to the Accounts you specify on the Authorization Form. If you specify more than one Account on the Authorization Form, we will “link” the Accounts together. Accounts that are “linked” under the Services will have one common owner and signer. Any signer, acting alone, must be authorized to access a linked Account. Any non-linked account will not be accessible through the Service. Financial Institution may un-link any Account with or without notice in its sole discretion. You must designate a User Name and Password, which will be required to gain access to the Service. Prior to your first use of Online Banking, the Financial Institution will assign you a User Name and Password, Biometric Logon, and/or other means of authentication approved by Financial Institution (collectively referred to as the “Access Code(s)”), required to gain access to Online Banking. The Online Banking system will ask you to change your Password the first time that you use the system.

“Eligible Accounts” include the following:

1. Checking (Demand Deposit) Accounts
2. Savings Accounts
3. Money Market Accounts
4. Loans
5. Certificates of Deposit

2.2. Security Procedures.

The use of the Access Code, in addition to other authentication methods described below, is a security procedure established by Financial Institution to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. **You are responsible for safeguarding the Access Codes. Providing these Access Codes to another person effectively constitutes a grant of authority to access your accounts.**

You agree to comply with the “Security Procedures” and any other Security Procedures Financial Institution directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any Access Code, password, personal identification number, user identification technology, User ID (including any User ID generated by an Administrator or User granted administrative privileges by an Administrator), token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure (each, a “Security Device,” and collectively, “Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Financial Institution to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to your deposit account maintained with Financial Institution, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

2.2.1. You agree to appoint and designate an administrator (the “Administrator”) who will be authorized and responsible for creating and maintaining subsequent User IDs, Passwords and tokens on your behalf, including assigning and revoking access privileges for persons to use the Service (“User”) and providing new and subsequent Security Devices to those Users. Financial Institution will provide Customer’s designated Administrator, through United States postal mail and/or other delivery service selected by Financial Institution at Financial Institution’s option, with a User ID number and Password, and tokens to be distributed by the Administrator to each User with respect to one or more of the Services. Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Customer will be required to use the Security Device each time it accesses the Services. Customer acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree that the Administrator shall also have the authority on behalf of Customer to electronically accept and approve any and all agreements and amendments to agreements by and between Financial Institution and Customer, including but not limited to this Master Agreement.

2.2.2. You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that Users shall not share Security Devices with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or User Name), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that

any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorney's fees, caused by you or your employees', Administrator's, Users' or agents' failure to keep the Security Procedures or Security Device confidential and secure.

2.2.3. You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

2.2.4. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

2.3. Access.

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Master Agreement or any applicable Product Schedule for failure to provide access due to a system failure, any event described in Section 9.14, or other unforeseen acts or occurrences. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. Financial Institution may change the terms and conditions of this Master Agreement or any applicable Product Schedule from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in Section 8. Use of Online Banking or any Service after the effective date of such changes will constitute your consent to the changes.

2.4. Equipment Requirements.

In order to use the Services, you must first obtain your own personal Access Device with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and/or Software, which requires a web browser with Java scripting capabilities and 128-bit SSL encryption. Also recommended is an Internet connection speed of Cable, DSL, T1 or higher, and the use of the following Internet browsers in a supported Version: Microsoft Internet Edge®, Mozilla Firefox®, Google Chrome® or Apple Safari®. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your Access Device, and for all related costs. You are solely responsible for virus protection and maintenance of your Access Device. Financial Institution shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and/or software. Financial Institution may add to, modify, or replace software programs used in conjunction with providing the Services under this Master Agreement or any applicable Product Schedule at its sole discretion and without

notice, provided Services rendered to you are not substantially negatively affected. From time to time the Financial Institution may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training. All rights, title and interest in and to (a) any and all software, including, but not limited to, the object and source codes therefore, and any and all updates, upgrades, fixes and enhancements thereto, together with any and all documentation, user guides and instructions pertaining thereto (everything in this clause (a), collectively, "Software"), and (b) any and all users guides, manuals, instructions and other documentation provided to, or used by, you in connection with the Services (everything in this clause (b) collectively, the "Documentation") shall be, and remain, the property of Financial Institution or any third party Software provider, as applicable. Unless otherwise expressly authorized, you may not (a) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit, reverse engineer, reverse compile or create derivative works of, the Software in any form or (b) copy, reproduce, transmit, retransmit, disseminate, display, publish, sell, broadcast, circulate, distribute, transfer, assign, commercially exploit the Documentation.

3. Business Online Access Services.

3.1. Available Services.

Business Customers may use the Services to:

1. Make transfers between Accounts you may have with us.
2. Make Payments to a Payee from your Account(s) (Bill Payment Service).
3. Obtain Account balances. Your account balance is generally current as of 12:30 a.m. Eastern Time (Standard or Daylight) of each Business Day, but may not include current transactions (such as checks cashed at a teller on the Business Day). In addition, your account balance may show funds that have been credited to your account but are not yet available for withdrawal.
4. Review recent transactions on your Accounts.
5. Transfer money to make loan payments.
6. Transfer money from Line of Credit to transactional accounts.
7. Communicate directly with Financial Institution via the Online Banking secure message center.
8. Download account information in various formats.
9. Issue stop-payment orders.
10. View check images.
11. Use the Bill Payment Service.
12. *Originate automated clearinghouse ("ACH") entries.
13. *Subscribe to and use Positive Pay Services.
14. *Make Wire Transfers.
15. *ACH Block-Filter Services.
16. *Subscribe to and use remote deposit capture services.
17. Utilize other services made available by Financial Institution from time to time

These activities are limited to the extent noted herein and, in the agreements and/or applicable Product Schedule, governing your various accounts with us.

*You must execute the applicable Product Schedules or required agreement to use these services.

3.2. Additional Services.

Additional services may be included in an update to this Master Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking. Information about services may be obtained from our website at www.firstcarolinabank.com. Not all of the products or

services described on Financial Institution's website are available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for any product or service. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Master Agreement or separate agreements covering these additional services.

3.3. Restrictions; Limits.

In most cases you may use Online Banking to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, Financial Institution, as it may determine at any time and from time to time in its sole discretion, may deny Online Banking account access, restrict Online Banking account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account.

3.4. Vendor.

You acknowledge and agree that the Service can be provided by an independent third-party service provider ("Vendor") as selected by Financial Institution, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Financial Institution. Neither the Financial Institution nor the Vendor is responsible for the actions or omissions of the other.

We will use reasonable efforts to make the Service available for your use on a continuous basis. The Service may be unavailable for short periods of time for regular or emergency system maintenance, whether by us or our Vendors. We will endeavor to have our scheduled maintenance occur during non-peak hours. In addition, accessibility to the Service may be interrupted because of conditions beyond our control, including outages in Internet, cellular or other communications availability, or events or circumstances described in Section 9.14. We will use diligent efforts to re-establish the Services as promptly as possible. We do not promise the Service will always be available for your use. We may elect to discontinue a Service at any time. If we choose to discontinue a Service, we will provide you with reasonable notice in advance of that fact, to the extent practicable. We reserve the right at all times to take actions to protect our systems and information, including denial of access to users of the Services.

4. Other Services and Additional Information.

4.1. Account Access.

Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the prior Transfer Day. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

4.2. Processing Fund Transfers.

We can process a Transfer until 6:00 p.m., Eastern Time (Standard or Daylight, as applicable) on a Transfer Day. If you request a Transfer after the cutoff time, the Transfer will be processed the next Transfer Day. If you schedule a Transfer for a future date, we will process the transaction before the close of business on that date, if that day is a Transfer Day.

You are fully obligated to us to provide sufficient funds for any Payments or Transfers you make or authorize to be made. If we complete a Payment or Transfer that you make or authorize and we subsequently learn

that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by applicable law and the terms of any other relevant agreements.

If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.

4.3. Canceling Transfers or Payments.

You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.

4.4. Transfer(s) from Savings/Money Market Deposit Accounts.

Federal regulations no longer require us to limit, either by contract or in practice, the number of certain types of transfers from savings and money market deposit accounts. However, our account products limit the number of certain types of transactions. You are limited to six (6) preauthorized electronic fund transfers per month. Each fund transfer through these Services from your savings or money market deposit account is counted as one of the six (6) transfers permitted each calendar month. However, payments to your loan accounts with us are not counted toward this transfer limit for savings/money market deposit accounts.

4.5. E-Mails.

Financial Institution will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to Financial Institution immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your Accounts, you should contact the Financial Institution immediately by calling the Online Banking Department (see Section 9.6). Financial Institution will not take actions based on your e-mail requests until Financial Institution actually receives your message and has a reasonable opportunity to act.

4.6. Overdrafts: Order of Payments, Transfers, and Other Withdrawals.

If funds are withdrawn from any of your accounts by means of electronic funds transfers, other than through Online Banking on the same business day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic funds transfer and the Online Banking transfer to be made, then the electronic funds transfer will have priority and the Online Banking transfer will be refused or will result in an overdraft on your account. This is at the Financial Institution's sole discretion.

4.7. Bill Payment Service.

4.7.1. You can arrange, at your option, for the payment of your current, future and recurring bills from your designated Bill Payment Account. You must elect, and Financial Institution must approve, the use of the Bill Payment Service with any particular Account. There may be a delay between initial enrollment of an Account by you and when such Account may be used as a Bill Payment Account, following approval by Financial Institution. For Bill Payment Service, your Payee list may include individuals, utility companies, merchants, financial institutions, insurance companies, or other entities within the United States whom you wish to pay through Bill Payment Service. Please include the full name of the Payee and a complete mailing address and telephone number for each Payee,

along with your account number with the Payee, the amount of the Payment, and whether the Payment is recurring. Financial Institution reserves the right to decline to make Payments to certain persons and entities. You agree that any Payment for taxes, Payments that are court-ordered, government payments and Payments outside of the United States are prohibited, and you agree that you will not attempt to use the Service to make these types of Payments. On recurring Payments, it is the responsibility of the account owner or designated authorized users to update Payee account information such as address changes, account numbers, or other relevant changes to ensure such recurring Payments are properly delivered.

Payments are posted against your ledger balance, plus the available credit on your overdraft protection, if any, or other line of credit.

4.7.2. You may schedule Payments to be initiated on the current Business Day, on a future date, or on the same date of each month. If you are scheduling a Payment for the current day, it must be initiated prior to 3:00 p.m. Eastern Time. Changes to previously scheduled Payments must be made before 3:00 p.m. Eastern Time the Business Day before the day it is to be initiated. If the transaction shows an (IN PROCESS) status, then the Payment cannot be modified or deleted. Although you can enter Payment information through the Service twenty-four (24) hours a day, seven (7) days a week (subject to scheduled maintenance and Service outages), Financial Institution only initiates on Business Days. Funds must be available in your Account on the scheduled payment date. After funds are withdrawn from your Account to make a Payment, we may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a check. Funds will be deducted from your account on the same Business Day for Electronic Payments. Payments made by check will be deducted from your Account when the check clears your account. If you direct the initiation of a Payment to occur on a day other than a Business Day, it will be initiated on the following Business Day. The Bill Payment Service will indicate whether a Payee is paid electronically or by check.

When you create a new Payee in the Bill Payment service, it has a temporary status until we have had sufficient time to set up the Payee, and for your business Payees, verify information about your business Payee. The Bill Payment service may provide a calendar feature that estimates the expected date of delivery of a scheduled Payment. This feature is an estimate only and not a guarantee of Payment delivery on that date. To allow us time to set up the Payee and verify information about your account with the Payee, you should schedule a Payment to a new Payee at least seven (7) Business Days prior to any Payment due date. Financial Institution is not liable for any service fees or late charges levied against you by the Payee due to postal delays or processing delays. There is no limit on the number of Payees or number of Payments that may be authorized. Financial Institution may, in its sole discretion, establish maximum payment amounts and aggregate daily limits. Electronic Payments are subject to the availability of sufficient funds in the designated checking account. However, Financial Institution reserves the right to impose limits at some future date, with proper written notice. You acknowledge and agree that if you describe a Payee inconsistently by name and account number, scheduled Bill Payment transactions to the Payee will occur on the basis of the account number, even if it identifies a person or entity other than the named Payee.

For all subsequent Payments, you agree to allow at least three (3) Business Days for electronic payments and at least seven (7) Business Days for check payments between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the Payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee. If you schedule your Payment and follow all instructions provided, and the Payment is not received by the Payee in a timely manner, a representative of Financial Institution will work in good faith with the Payee on your behalf to have any late fees or charges reversed, to the extent possible.

When you schedule a Bill Payment that will be made by check, you authorize us to issue a check drawn on your qualified designated checking account or money market account for the requested amount. If sufficient funds are not available in your designated account when the check is presented for payment, we may refuse to honor the check and return it unpaid. At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your qualified designated account will be charged our then current fee for processing insufficient items, whether the check is paid or returned, as applicable. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your account.

4.7.3. If Payment is to be made electronically and your Account does not have sufficient funds to make a Payment as of the date the Transfer or Payment is attempted or scheduled to be made, the Transfer or Payment will be canceled and no further attempt will be made by Financial Institution to make the Transfer or Payment. Financial Institution shall have no obligation or liability if it does not complete a Transfer or Payment because there are insufficient funds in your account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment through the Service. In the case of recurring Payments, only the Payment currently scheduled will be canceled. Recurring Payments scheduled for future dates will not be affected.

4.7.4. Recurring Payments and Transfers are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration. If the Payment is not a recurring Payment, it will be a "one-time Payment." One-time Payments do not recur and are not made until you enter the Payee and amount of the current bill and submit the Payment. A recurring Bill Payment Service transaction that you want deleted must be deleted or the next Payment date changed one (1) Business Day before the current scheduled transaction date.

A stop payment can be placed on a Bill Payment transaction by contacting the Financial Institution and adding the stop payment prior to the check clearing your account.

There is no fee for deleting an Electronic Payment initiated through Bill Payment; however a fee will apply for a stop on a Bill Payment check.

In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either research and correct the Payment information or to void the Payment and re-credit your Account.

4.7.5. If you close your Bill Payment Account, or if we terminate your Bill Payment Service, your online bill payment information will be lost and all pending payments will be cancelled. If you decide to terminate the Bill Payment Service, you agree to cancel all future bill payments at the same time that you cancel your Bill Payment Service, either by deleting those payments yourself using the Bill Payment Service or by calling us. This will ensure that future payments made by you will not be duplicated. We will automatically delete all outstanding payment orders (all one-time Payments and all Recurring Payments) once your Bill Payment Service has been terminated. Termination of the Bill Payment Service will not automatically close your Accounts and will not affect your obligations arising from past Bill Payment transactions.

4.8. Mobile Banking

4.8.1. The mobile banking Service refers generally to any Service allowing an existing customer to access and view Accounts (and perform the other functionalities described herein) from a web-enabled Mobile Device whose network allows secure SSL traffic and supports WAP browsers. We do not

guarantee the functionality of the Service on all wireless devices or networks; however, generally, the mobile banking Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. This proprietary solution adapts to any screen size and can change dynamically to present items on any screen in a pleasing format. The mobile banking Service allows you to view transaction history, view Account balances, view account transaction history, transfer funds between Accounts, pay bills to Payees, view alerts, and if you have selected the Mobile Deposit Service, remotely make deposits. In most cases you may use the Service to gain access to deposit Accounts in which you have an unrestricted right to withdraw funds. However, Financial Institution, as it may determine at any time and from time to time in its sole discretion, may deny Account access via the mobile banking Service, restrict Account transactions via the mobile banking Service, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account. We will not be responsible for any errors or failures from any malfunction of your Mobile Device or any malicious software or other problems related to the Mobile Device used with our Services. From time to time, we may develop additional mobile banking services. As we develop such services, you will have the opportunity to add them to your mobile banking Service, provided you have compatible wireless hardware and software.

4.8.2. To use the Service, you must have an open account at Financial Institution, register for Online Banking Services, and have a compatible Mobile Device. During the registration process, you will enter your mobile phone number as well as other information we require to authenticate your identity. You will be provided with further instructions on how to access the Service using a software application (“App”) or the browser on your Mobile Device. During this registration process, you will be required to provide your Access Codes for Online Banking Service that you must use each time you access the Service.

4.8.3. In addition to other Security Procedures provided for in this Agreement, the use of the Access Code, your Mobile Device, and Biometric Logon are security procedures established by Financial Institution to authenticate the identity of the person attempting to gain access to the Service. Biometric Logon is an authentication method to assist in verifying your identity. It collects your facial or fingerprint (image capture), or your voice biometric (audio recording). The security procedure is not designed for the detection of errors. We may require you to change your Access Code from time to time for security reasons. You should keep your Access Code in a secure location. Any person having access to your Access Code or your Biometric Logon will be able to access these Services and perform all transactions, including reviewing Account information and using the Bill Pay Services. With this Access Code, a third party will be able to use your Online Banking Service to add new payees to the Bill Pay Service. You are responsible for safeguarding the Access Codes, including your Biometric Logon, and your Mobile Device. Providing these Access Codes or Biometric Logon to another person effectively constitutes a grant of authority to access your accounts.

4.8.4. Because the mobile banking Service provides similar functionality to the Online Banking Services initiated, conducted or transmitted through a PC, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as an Access Device virus. However, no security system is failsafe, and despite our efforts the security of the Service could be compromised, or malicious code could be introduced by third parties.

4.9. Mobile Deposit Service.

- 4.9.1.** If you are enrolled in the Mobile Deposit Service (as defined below) and you have been approved by Financial Institution to use the Service, the following terms and conditions are applicable to the Mobile Deposit Service. Your use of Financial Institution's Mobile Deposit Service is governed by the terms of this Agreement. You acknowledge that e-mail and/or messages displayed on your mobile device will be the primary means of communication for the Mobile Deposit Service. You are responsible for maintaining a current e-mail address, and you agree that you will, in a timely manner, review messages and notifications you receive from us and check your Account to confirm it reflects recent activity accurately.
- 4.9.2.** The mobile deposit Service allows you to use our designated mobile App (as the same may be updated, changed, or modified from time to time in our sole discretion) to make deposits from home or other remote locations to your deposit Accounts eligible and linked to the Service by taking photos of the front and back of original checks and transmitting the digital images ("images") and associated deposit information to us or our processor with your Mobile Device (the foregoing, the "Mobile Deposit Service"). In order to use the Mobile Deposit Service, you must be designated as an authorized signer or owner of an Account that is eligible for this Mobile Deposit Service or be designated by the Administrator and be approved by Financial Institution. As used herein, the term "Mobile Deposit" means a deposit to an Account utilizing the Mobile Deposit Service.
- 4.9.3.** We may establish per item transaction, daily, and monthly limits on the dollar amount and/or number of Mobile Deposits from time to time. The daily and monthly limits are over Business Days and calculated based on your total Mobile Deposit activity across all of the Accounts that you use with this Service. If you attempt to initiate a Mobile Deposit in excess of these limits, we may reject your Mobile Deposit and you may deposit the check(s) in a manner consistent with other methods for making deposits provided by Financial Institution (such as at a branch or ATM or by mail). 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. Financial Institution 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.
- 4.9.4.** Upon acceptance of the Mobile Deposit, Financial Institution shall grant your Account Provisional Credit (as herein defined) for the total amount of the Mobile Deposit or the accepted Mobile Deposit, as applicable. As used herein, "Provisional Credit" means that when we post transactions to your Account, the credit is made to your Account subject to final payment of the Checks (as defined herein) and subject to the terms of the Deposit Account Agreement. For the purpose of determining availability of funds, Financial Institution may hold funds for the period of time permitted by Financial Institution's funds availability disclosure. Mobile Deposit funds are generally available the next Business Day after the Business Day of your deposit, unless a hold is placed. If a hold is placed, you will be notified as described in the funds availability agreement that forms a part of your Account Agreement.
- 4.9.5.** You hereby agree that you will only scan and deposit a check as that term is defined in Federal Reserve Board Regulation CC ("Reg CC") (12 U.S.C. Part 229). You agree that the image of the check that is transmitted to Financial Institution (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items that: (a) are payable to any person or entity other than you, (b) are prohibited by Financial Institution's then current procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule or regulation, (c) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (d) have not been previously endorsed by a financial institution and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image

replacement documents" that purport to be substitute checks, without Financial Institution's prior express written consent, (e) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (f) are not acceptable to Financial Institution for deposit into a deposit Account as provided in the Deposit Account Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (f) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Financial Institution for, and hold Financial Institution harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Financial Institution may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Financial Institution's express written consent to do so, you provide Financial Institution with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Financial Institution for, and hold Financial Institution harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Financial Institution incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

- 4.9.6.** Each image must provide all information on the front and back of the original Check at the time presented to you by the drawer (the person or entity from whose account the Check was written), including, but not limited to, information about the drawer and the paying financial institution that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve System, and any other regulatory agency, clearing house or association.
- 4.9.7.** Endorsements must be made on the back of the Check and include (i) your signature and (ii) the following statement: "FOR MOBILE DEPOSIT ONLY FCB" or "FOR MOBILE DEPOSIT ONLY FIRST CAROLINA BANK." Financial Institution recommends that you include your account number on the back of the Check as well, but Financial Institution will process a Mobile Deposit without such information. Financial Institution may change required endorsements for Mobile Deposits in its sole discretion.
- 4.9.8.** You acknowledge and agree that you shall be liable to us for any loss we incur caused by a delay or processing error resulting from an irregular endorsement or other markings placed on the Check by you.
- 4.9.9.** All images processed for deposit through Mobile Deposit will be treated as "deposits" under your current Deposit Account Agreement with us and will be subject to all terms of the Deposit Account Agreement, as the same may be amended from time to time by us. To be eligible for processing on the day transmitted, Mobile Deposits must be received and accepted by Financial Institution on or before 6:00 p.m. Eastern or other cut-off time established by Financial Institution from time to time (the "Cut-Off Time") on a Business Day that the Financial Institution is open. A Mobile Deposit that is received after the Cut-Off Time shall be deemed to have been received on the Business Day following the Business Day on which the Mobile Deposit is actually received by Financial Institution. When we receive an image, we will confirm that you have submitted the image via a message displayed on your Mobile Device. Your submission confirmation does not mean that the image contains no errors or that it has been approved for crediting. A status of "pending" does not indicate that the submitted item has been accepted. You will not receive a subsequent notification that a submitted image has been credited to your Account. You agree that Financial Institution 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. If your submission is rejected, you will receive e-mail of such

rejection from the Financial Institution. It is your responsibility to check notifications from the Financial Institution for any rejected submissions and contact the Financial Institution to address the reason for such rejection. You acknowledge and agree that Financial Institution shall have no liability to you for failing to provide notice of rejection of a Mobile Deposit. You agree that you shall be solely liable for, and Financial Institution 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 Financial Institution. You also agree 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.

4.9.10. Original Checks. After you have received confirmation that your Mobile Deposit has been accepted for deposit, you should mark the Check as having been deposited. You agree to securely store the original Check for a period of seven (7) business days from the date of the image transmission (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) the information contained on such Checks shall not be disclosed, (b) such Checks will not be duplicated or scanned more than one time and (c) such Checks will not be deposited or negotiated in any form. Upon expiration of the Retention Period, you shall destroy the original Check you transmitted as an image using a method of destruction that will result in the paper-based item being un-processable and all sensitive personal and financial information undecipherable. You hereby indemnify Financial Institution for, and hold Financial Institution harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. During the Retention Period, you agree to promptly provide the original Check to the Financial Institution upon request.

4.9.11. You agree that, in the event you are not able to capture, process, produce or transmit a Mobile Deposit to Financial Institution, or otherwise comply with the terms hereof or of the procedures we establish for the Service from time-to-time, 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 Financial Institution until such time that the outage, interruption or failure is identified and resolved. You hereby acknowledge and agree that Financial Institution 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 Mobile Deposit Service. The deposit of original Checks through these other methods shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Master Agreement.

4.9.12. If images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee financial institution, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the image, you understand and agree that, since you either maintain the original Check or have destroyed it in accordance with Section 4.9.10, the original Check will not be returned, and Financial Institution may charge back an image of the Check to your Account. You understand and agree that the image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Financial Institution, you agree not to deposit the original Check if an image or other debit as previously described is charged back to you.

4.9.13. Your Warranties. You make the following warranties and representations with respect to each image and Mobile Deposit:

- Checks Deposited. You shall only deposit Checks that are authorized by this Master Agreement, the applicable procedures and the Deposit Account Agreement;

- **Image Quality.** Each image transmitted by you to Financial Institution contains an accurate representation of the front and the back of each Check and complies with the requirements of this Master Agreement;
- **Accuracy of Information.** All data and other information submitted by you to Financial Institution, including, but not limited to, data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Master Agreement;
- **No Duplicates.** You will not: (i) create duplicate images of the Checks, (ii) transmit a duplicate image or file to Financial Institution, 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 Financial Institution, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original item from which the image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the item(s);
- **No Loss.** No subsequent transferees of the item(s), including but not limited to Financial Institution, 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;
- **Information.** All information provided by you to Financial Institution is true, complete and accurate;
- **Authority and Legality.** (i) This Master Agreement is valid and enforceable against you in accordance with its terms; and (ii) the entry into, and performance of, this Master Agreement by you will not violate any law, or conflict with any other agreement, to which you are subject;
- **No Litigation.** There is no action, suit or proceeding pending or, to your knowledge, threatened, which if decided adversely, would adversely affect your financial condition or operations.
- **Transactions.** All Checks and transactions are, and will be, bona fide. All signatures on Checks are authentic and authorized.
- **Rule Compliance.** You will submit all images and Mobile Deposits in compliance with this Master Agreement, the applicable procedures, and all applicable law, rules and regulations.

4.9.14. Indemnification and Liability; Third Party Claims. In addition to the other indemnities set forth in this Master Agreement, you hereby indemnify Financial Institution and each of its parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, vendors, insurers and attorneys (each an "Indemnified Party" and, collectively, the "Indemnified Parties") for, and hold each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Master Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) your (i) failure to report required changes, (ii) transmission of incorrect data to Financial Institution or (iii) failure to maintain compliance with, or a breach or violation of, applicable law, rules, and regulations, (b) (i) Financial Institution's provision of the Service, or (ii) Financial Institution's action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by Financial Institution to be you, and/or (c) your breach of any of your representations, warranties, covenants or other agreements or responsibilities under this Master Agreement; provided, however, you are not obligated to indemnify Financial Institution for any damages solely and directly caused by Financial Institution's gross negligence or willful misconduct.

5. Limitations.

Your use of these Services is subject to the following limitations:

5.1. Dollar Amount.

There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.

5.2. Frequency.

In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits imposed by Financial Institution on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.

5.3. Foreign Transactions.

No Payments may be made to Payees outside the United States, unless the Customer has been specifically approved by Financial Institution in each instance.

5.4. Additional Limitations.

Additional limitations may be contained in this Master Agreement or the applicable Product Schedule. Your ability to initiate transactions may also be limited by the terms of other agreements, including Account Agreements, you have with Financial Institution or by applicable law.

6. Parties' Responsibilities.

6.1. Your Responsibility.

6.1.1. Physical and Electronic Security.

6.1.1.1. You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any Access Device viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any Access Device viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Financial Institution is not responsible for any damage to your Access Device or operating systems or for loss of data that results from the download of any such material, whether due to any Access Device virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Financial Institution is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

6.1.1.2. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other Internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing," "spoofing" or "pharming"). You agree to educate your Administrator, Users, representatives, agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Financial Institution will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any

sensitive or confidential information, and will never provide links to websites in e-mails that Financial Institution transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Financial Institution is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or Internet fraud.

6.1.1.3. In the event of a breach of any Security Procedure or other compromise of your Access Device or Security Device, you agree to assist Financial Institution in determining the manner and source of the breach or compromise. Such assistance shall include, but shall not be limited to, providing Financial Institution or Financial Institution's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of any Security Procedure. You further agree to provide to Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies (to the extent legally permitted), or any other third party. To the fullest extent permitted by law, your failure to assist Financial Institution shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Financial Institution.

6.1.2. Reporting Unauthorized Transactions.

You should notify us immediately if you believe your User Name or Password (including any User Name, User ID or password created by an Administrator for use of the Services) has been lost or stolen, that someone has gained access to the Security Procedure, or that someone has transferred or may transfer money from your Account without your permission or if you suspect any fraudulent activity on your Account. To notify us, call us at the number provided in Section 9.6 between 8:30 a.m. to 5:00 p.m. Eastern Time during a Business Day.

6.1.3. Duty to Inspect.

You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Financial Institution. You must report all errors to Financial Institution for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the Business Day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed thirty (30) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Financial Institution any claims arising from the error or any loss caused by the error.

6.1.4. Financial Information: Right to Audit.

Financial Institution may from time-to-time request information from you in order to evaluate a continuation of the Service(s) to be provided by Financial Institution hereunder and/or adjustment of any limits set by this Master Agreement or any applicable Product Schedule. You agree to provide the requested financial information immediately upon request by Financial Institution, in the form required by Financial Institution. If you refuse to provide the requested financial information, or if Financial Institution concludes in its sole discretion that the credit risk of you is unacceptable, Financial Institution may terminate the Service according to the provisions hereof. You authorize Financial Institution to investigate or re-investigate at any time any information provided by you in connection with this Master Agreement or any applicable Product Schedule or any Services and to request reports from credit bureaus and reporting agencies for such purpose.

Upon request by Financial Institution, Customer hereby authorizes Financial Institution to enter Customer's business premises for the purpose of ensuring that Customer is in compliance with this Master Agreement, and Customer specifically authorizes Financial Institution to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Customer hereby acknowledges and agrees that Financial Institution shall have the right to mandate specific internal controls at Customer's location(s), and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Financial Institution to review available reports of independent audits performed at, or related to, Customer's location(s) related to information technology, the Service(s), and any associated operational processes. Customer agrees that if requested by Financial Institution, Customer will complete a self-assessment of Customer's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Financial Institution in an audit of Customer. If Customer refuses to provide the requested financial information, or if Financial Institution concludes, in its sole discretion, that the risk of Customer is unacceptable, or if Customer refuses to give Financial Institution access to Customer's premises, Financial Institution may terminate this Master Agreement and/or one or more the Services.

6.1.5. Deadlines.

You shall deliver or transmit all data or information to Financial Institution by the deadline(s) specified in this Master Agreement or any applicable Product Schedule and the Operating Instructions (as defined below). Financial Institution shall have no obligation to process data or perform the Service if the data is not received by the Financial Institution by the specified deadline.

6.1.6. Payment for Services.

- 6.1.6.1.** You agree to pay Financial Institution the fees established by Financial Institution for rendering the Services under the terms of this Master Agreement or any applicable Product Schedule. Depending on which Online Banking Services you subscribe to, you will be charged the applicable Online Banking fees as set forth in our General Information and Fee Schedule (as the same may be amended from time to time), which is hereby incorporated by reference and made a part hereof. Once you have subscribed, you will be charged the applicable monthly fees whether or not you use Online Banking.
- 6.1.6.2.** The Financial Institution may change or add any fees for Online Banking in accordance with the procedures outlined in Section 8 of this Master Agreement. Fees charged for Online Banking under this Master Agreement are in addition to any service charges or fees that apply to your Accounts with us.
- 6.1.6.3.** You authorize the Financial Institution to deduct all applicable monthly fees from any Account listed on the Authorization Form. If you close the Account(s) associated with the Service, Fees may be deducted from any other account you maintain with us or any of our affiliates (to the extent not prohibited by law). Furthermore, Financial Institution may set off against any amount it owes to you in order to obtain payment of your obligations under this Master Agreement or any applicable Product Schedule.
- 6.1.6.4.** In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Master Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Financial Institution). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.

6.1.6.5. You agree to pay all attorneys' fees, costs and expenses Financial Institution may incur in collecting any sums you owe to Financial Institution for overdrafts, service charges or otherwise or in enforcing any rights Financial Institution may have under the terms of this Master Agreement and any applicable Product Schedule or applicable law, rule or regulation applicable to your Account(s) or the Services rendered by Financial Institution under this Master Agreement and any applicable Product Schedule. You also agree to pay all attorneys' fees, costs and expenses that Financial Institution may incur as the result of defending any claim or action made against Financial Institution by you, or on your behalf where Financial Institution is found not to be liable for such claim.

6.1.7. Required Deposit Balance.

To the extent (a) any Product Schedule, (b) the terms and conditions of this Master Agreement, or (c) the procedures and operating instructions we provide to you applicable to any Service ("Operating Instructions"), require you to maintain a minimum collected balance ("Required Deposit Balance"), you agree to maintain the Required Deposit Balance in the amount and in the Account specified therein.

6.1.8. Data and Information Supplied by You.

You shall transmit or deliver data and other information in the format and on the media as provided for in the Product Schedule and the Operating Instructions, if applicable, or as otherwise required by Financial Institution in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that Financial Institution shall not examine the data for correctness, and Financial Institution shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. Financial Institution shall not process, and Financial Institution shall not be liable to you for failure to process, the data if it is not in the format specified by Financial Institution or if the data is incomplete. Financial Institution shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Master Agreement or any applicable Product Schedule and Operating Instructions.

6.1.9. Remotely Created Checks.

If you use a Service wherein you create or deposit a Remotely Created Check (as such term is defined in Reg CC), you warrant to Financial Institution that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.

6.1.10. Use of Services.

You will use the Services only for your own internal business use in accordance with the terms of this Master Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, time-sharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E - ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").

6.1.11. Prohibited Transactions.

You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, (c) to engage in any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a “money service business” as defined in the Financial Institution Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Master Agreement. You acknowledge and agree that Financial Institution has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Master Agreement; provided, however, that Financial Institution reserves the right to decline to execute any transaction or activity that Financial Institution believes violates the terms of this Master Agreement.

6.1.12. Other Customer Requirements.

6.1.12.1. Beneficial Ownership Reporting and Certification. Customer represents and warrants to Financial Institution that the beneficial ownership of Customer, including the beneficial owners (as that term is defined in the Anti-Money Laundering Act of 2020, Public Law No. 116-283, § 6403 and its implementing regulations) identified therein, that Customer provided to Financial Institution in the deposit Account opening process remains true and correct as of the date Customer enters into this Master Agreement or that Customer has provided Financial Institution with written confirmation of the current beneficial owners and related beneficial ownership information. Further, Customer represents and warrants that Customer shall immediately notify Financial Institution in writing of any changes and complete any and all forms requested by Financial Institution regarding a change in substantial control of Customer and/or any change of ownership or control of 25% or more of the ownership interests in Customer.

6.1.12.2. Data Security and Personally Identifiable Information. To the extent you come into possession, custody or control of any personally identifiable information or other non-public information, including information (1) provided by a consumer to you, (2) resulting from any transaction with the consumer or any service performed for the consumer, or (3) otherwise obtained by you with regard to a consumer, including account information (collectively “PII”), you represent and warrant to Financial Institution and its Vendors that you will protect such PII by rendering it unreadable and inaccessible by persons who do not have legal authority to access such PII.

6.2. Financial Institution’s Responsibilities.

Financial Institution agrees to use ordinary care in rendering Services under this Master Agreement and any applicable Product Schedule. You recognize and agree that ordinary care does not mean error free. Our sole responsibility for an error in a Transfer will be to correct the error. Without limiting the generality of the forgoing, and in addition to the other limitations provided for in this Master Agreement, we will not be responsible for the following matters or for errors or failures of our Services as result of:

- **Access.** We will not be liable under this Master Agreement or any applicable Product Schedule for failure to provide access or for interruptions in access to our Services due to a system failure or due to other unforeseen acts or circumstances.
- **Your Access Device Equipment & Your Software.** We will not be responsible for any errors or failures from any malfunction of your Access Device or any virus or other problems related to your computer equipment used with our Services.

We are not responsible for any error, damages or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Mozilla Firefox®, Microsoft Internet Edge®, Google Chrome®, Apple Safari® or other browser), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, Access Device hardware and modem) to access or communicate with the Online Banking Services.

- **Dishonored Transactions or Instructions.** We will not be responsible if we elect not to honor a request for a Transfer because:
 - (a) it exceeds your collected and available funds on deposit with the Financial Institution; (b) it is not in accordance with any condition indicated by you and agreed to by the Financial Institution; (c) the Financial Institution has reason to believe it may not be authorized by you; (d) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) it is not in accordance with any other requirement stated in this Master Agreement or any Financial Institution policy, procedure or practice; or (g) it is, or we reasonably believe it is, for the protection of Financial Institution or you.

Privacy and Confidentiality.

6.3. Privacy/Information Sharing.

The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts, including Transfers or Payments you make: (a) where it is necessary for completing the Transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (e) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website and at our Financial Institution locations.

6.4. Confidential Information.

All information of a business nature relating to the assets, liabilities or other business affairs disclosed to Financial Institution by you in connection with this Master Agreement and any applicable Product Schedule, which is either marked confidential or, by its nature, is customarily considered confidential, will be treated as confidential information for purposes of this Master Agreement. Except as otherwise set forth in this Master Agreement, Financial Institution shall not, without the express written consent of you, disclose or permit access to any such confidential information by any person, firm or corporation; *provided, that*, Financial Institution may disclose such confidential information to: (a) its parent company, subsidiaries, and affiliates and Financial Institution's and their respective employees, officers, directors, representatives, agents, and third-party vendors as shall be necessary for performance of the Services and/or Financial Institution's obligations under this Master Agreement and/or an applicable Product Schedule, (b) its auditors and attorneys, (c) Financial Institution's or its parent's, subsidiaries', or affiliates' state and/or federal bank regulatory agencies, and (d) as may be required under applicable law, regulation or legal process (including valid subpoena).

With respect to Financial Institution Confidential Information, you agree (x) to hold in confidence, safeguard and not disclose such Financial Institution Confidential Information and (y) to use such Financial Institution Confidential Information only in connection with the Services provided under this Master Agreement and/or any applicable Product Schedule. For purposes of this section, "Financial Institution Confidential Information" means all information furnished to you by Financial Institution or by third parties, including Vendors, from whom Financial Institution has secured the right to use the Service, including, but not limited to, Financial Institution's and, as applicable, its third-party Vendors' product and service pricing structure, system design, software and data, programming techniques, or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of Financial Institution, you shall promptly return such information to Financial Institution and not reveal such information to any other party and shall not make use of such information for your own benefit. Financial Institution and your obligations and agreements under this Section 6.4 shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Master Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not known by the receiving party to be under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of the Services is or might be subject to regulation and examination by authorized representatives of the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by Financial Institution in connection with this Master Agreement and any applicable Product Schedule or supplied or made available to you by Financial Institution are the exclusive property of Financial Institution, its agents, Vendors, suppliers, or contractors, and further agree that such material shall not be copied or used in any manner or for any purpose without the express written consent of Financial Institution. This Section 6.4 shall survive the termination of this Master Agreement.

7. Termination.

7.1. Termination Upon Written Notice.

Either you or Financial Institution may terminate this Master Agreement, any applicable Product Schedule, and your Online Banking subscription at any time upon giving at least thirty (30) days prior written notice of the termination to the other party. If you terminate Online Banking, you authorize Financial Institution to continue making Transfers you have previously authorized and continue to charge monthly fees until such time as Financial Institution has had a reasonable opportunity to act upon your termination notice. Once Financial Institution has acted upon your termination notice, Financial Institution will make no further Transfers from your Accounts, including any Transfers you have previously authorized. If Financial Institution terminates your use of Online Banking, the Financial Institution reserves the right to make no further Transfers from your Accounts, including any transactions you have previously authorized.

7.2. Immediate Termination.

Financial Institution shall have the right to suspend any Service and/or terminate this Master Agreement, any applicable Product Schedule, and Customer's Online Banking subscription immediately upon written notice to Customer if Customer: (i) ceases to conduct its business in the ordinary course, (ii) has any substantial part of its property become subject to any levy, seizure, assignment or application for sale for, or by, any creditor or government agency, (iii) is a party to an acquisition, merger or other combination, including any transaction resulting in a change in 25% or more of Customer's voting securities or interests, or otherwise sells all or substantially all of its assets, (iv) experiences an adverse change in its financial

condition or business, in Financial Institution's reasonable judgment, (v) fails to perform its obligations under this Master Agreement or any applicable Product Schedule or defaults under any other agreement between the parties or (vi) makes any warranty or representation that proves to be false or misleading or violates the terms and conditions of this Master Agreement and/or any applicable Product Schedule.

Notwithstanding the foregoing or Section 7.1, Financial Institution may immediately terminate this Master Agreement and/or any applicable Product Schedule or suspend any Service, in each case without prior notice, if: (a) you or we close your Account(s), (b) in Financial Institution's sole discretion, Financial Institution determines that you have abused the Online Banking Service or Financial Institution believes that it will suffer a loss or other damage if the Master Agreement and/or applicable Product Schedule is not terminated or an affected Service not suspended, (c) Financial Institution has any reason to believe that Customer has engaged in fraudulent or illegal activity, (d) Financial Institution determines it is impractical or illegal to provide any Service because of changes in laws, regulations or rules, or (e) Customer becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind.

7.3. Rights Cumulative.

Financial Institution's election to terminate this Master Agreement and/or any applicable Product Schedule is in addition to any and all other remedies that may be available to Financial Institution and will not affect any obligations you may have to Financial Institution. Any reinstatement of the Service under this Master Agreement and/or any applicable Product Schedule will be at Financial Institution's sole discretion and must be agreed upon in writing by an authorized representative of Financial Institution.

7.4. Rights/Duties Upon Termination.

Upon termination of this Master Agreement, Customer shall promptly return any property, including any equipment or hardware provided by Financial Institution to Customer in connection with this Master Agreement, an applicable Product Schedule, or the Services.

Upon termination of this Master Agreement and/or any applicable Product Schedule, (i) you will promptly pay to Financial Institution all sums due or to become due under this Master Agreement and/or applicable Product Schedule, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service affected by such termination.

Upon termination of any Service under this Master Agreement, all software licenses, if any, granted by Financial Institution (or a Vendor) to Customer under this Master Agreement with respect to a terminated Service will automatically terminate. Customer shall immediately return to Financial Institution the original and all copies, if any, made of software licensed by Financial Institution, or provided by Financial Institution, to Customer with respect to a terminated Service, including all documentation or materials associated with the software related to the terminated Service. Customer shall also promptly return any equipment or hardware provided by Financial Institution in connection with the terminated Service.

8. Changes in Terms and other Amendments.

Financial Institution may amend the terms of this Master Agreement and any applicable Product Schedule, or alter, change, or modify the Services provided under the terms of this Master Agreement and any applicable Product Schedule (including the fees and charges for Services listed) or any supplemental agreement, at any time in its sole discretion by giving written notice to you. If required by agreement or by applicable law, notice will be given for the required applicable minimum number of days in advance of such amendments by mailing a copy of the amendment (or, if such amendments are in the form of a new or restated agreement or Product Schedule, such new or restated agreement or Product Schedule) to you at your most recent address shown on our records or, if you have previously agreed, by providing notice

delivered to the last email address you have provided us. Your continued use of the Services shall constitute your agreement to such amendment or new or restated agreement or Product Schedule, as the case may be. No amendments requested by you shall be effective unless received in writing by Financial Institution and agreed to by the Financial Institution in writing.

9. Other Provisions.

9.1. Electronic Notices.

We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means in accordance with Financial Institution's Electronic Statement Delivery Authorization and Agreement.

You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. There may be times when you need to speak with someone immediately (especially to report a lost or stolen User Name or Password or to stop a Transfer or Payment). In these cases, **do not use e-mail**. Instead, you should call us at the number provided in Section 9.6.

9.2. Hours of Operation.

Our representatives are available to assist you from the hours of 8:30 a.m. to 5:00 p.m. Eastern Time (Standard or Daylight), Monday through Friday, except holidays, by calling the number provided in Section 9.6.

9.3. Ownership of Website.

The content, information and offers on our website are copyrighted by Financial Institution and/or Vendor, and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on our website (or any other website through which you are provided access to the Services), except as provided in this Master Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Financial Institution's sites are the trademarks, service marks or logos of Financial Institution, or others as indicated.

9.4. Web-linking Practices.

Financial Institution may provide access to information, products or services offered on other third-party websites. Financial Institution is not responsible for, nor does it control, the content, products, or services provided by linked sites. Financial Institution does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third-party website may provide less security than websites maintained by Financial Institution and have a privacy policy different than that of Financial Institution. Your access, use and reliance upon such content, products or services is at your own risk.

9.5. Geographic Restrictions.

The Services described in this Master Agreement and any application for credit, deposit services, and wealth services available at our web site are solely offered to citizens and residents of the United States of America residing within the United States of America. Citizens and residents may not be able to access these Services outside the United States of America.

9.6. Contact Information.

In case of questions about your electronic transactions, contact customer service at:

First Carolina Bank
Attn: Treasury Management
171 N Winstead Ave
Rocky Mount NC 27804
Phone: (252) 451-2963
Fax us at: (252) 937-4567
Email: treasurymanagement@firstcarolinabank.com

Customer shall provide its current contact information to Financial Institution on Exhibit A, and Customer shall immediately notify Financial Institution if such contact information changes. Any notice provided to Customer by Financial Institution to the address on Exhibit A, as amended from time to time, or to the address for any of Customer's Accounts with Financial Institution shall be deemed effective on the date such notice is sent by Financial Institution.

9.7. Deposit Account Agreement.

You acknowledge and agree that your demand deposit account maintained with Financial Institution is an integral part of the Services offered by Financial Institution hereunder and that all transactions and Services initiated or processed pursuant to this Master Agreement are subject to the terms and conditions of the Account Agreement governing such demand deposit account in effect from time to time between you and Financial Institution (the "Deposit Account Agreement"). The Deposit Account Agreement is expressly incorporated herein by reference, as well as the terms and conditions of any other Account Agreement governing any other Account utilized with the Services. The terms and conditions of this Master Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit account required by Financial Institution. If you have not signed the foregoing forms required by Financial Institution, by signing this Master Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Services provided by Financial Institution hereunder.

9.8. Security Interest.

To secure the payment and performance of your obligations set forth herein and under any applicable Product Schedule, you grant to Financial Institution a security interest in and pledges and assigns to Financial Institution all of your right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (a) All your monies, instruments, savings, checking and other accounts (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Financial Institution's custody or control; (b) any other collateral described in any security instrument securing your obligations to Financial Institution under this Master Agreement or any other obligation to Financial Institution; and (c) all proceeds and products of such foregoing property, as well as any replacements, accessions, substitutions, and additions to any of the above.

9.9. Effective Dates.

The effective date of this Master Agreement shall be the date that Financial Institution executes a completed and signed Authorization Form delivered to it by Customer. With respect to any Product Schedule, the effective date of such Product Schedule shall be the earlier of: (a) the date Financial Institution accepts Customer's signed Product Schedule or (b) the date Financial Institution first makes the Services covered by the Product Schedule available to Customer. By using any Services under an applicable Product Schedule, Customer agrees it will be deemed to have accepted the terms and conditions of such Product Schedule.

9.10. Internet Disclaimer.

For any Services described in the Agreement utilizing the Internet, Financial Institution does not and cannot control the flow of data to or from Financial Institution's network and other portions of the Internet. Such flow 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). Financial Institution cannot guarantee that such events will not occur. Accordingly, Financial Institution disclaims any and all liability resulting from or related to such events and in no event shall Financial Institution be liable for any damages (whether in contract, in tort or otherwise) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Financial Institution's ability to connect to the Internet on your behalf.

9.11. Recording and Use of Communications.

Customer and Financial Institution agree that all telephone conversations or data transmissions between it or its agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means. Financial Institution shall not be obligated to make such recordings.

9.12. Limitation of Liability.

9.12.1. YOU AGREE THAT FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, FINANCIAL INSTITUTION OR FINANCIAL INSTITUTION'S SERVICE PROVIDER OR VENDOR HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.12.2. TO THE FULLEST EXTENT ALLOWED BY LAW, FINANCIAL INSTITUTION'S LIABILITY TO YOU UNDER THIS MASTER AGREEMENT OR ANY APPLICABLE PRODUCT SCHEDULE SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM FINANCIAL INSTITUTION'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL FINANCIAL INSTITUTION BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY FINANCIAL INSTITUTION DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

9.12.3. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY FINANCIAL INSTITUTION ON AN "AS IS" BASIS.

9.12.4. EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, FINANCIAL INSTITUTION MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NONINFRINGEMENT, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY FINANCIAL INSTITUTION EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS MASTER AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

9.12.5. FINANCIAL INSTITUTION MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY ACCESS DEVICE HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR ACCESS DEVICE SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF FINANCIAL INSTITUTION'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.12.6. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR ACCESS DEVICE HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY ACCESS DEVICE SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY FINANCIAL INSTITUTION TO YOU IN CONNECTION WITH THIS MASTER AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO FINANCIAL INSTITUTION OR FROM FINANCIAL INSTITUTION TO YOU. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR ACCESS DEVICE HARDWARE OR SOFTWARE.

9.12.7. IN NO EVENT SHALL FINANCIAL INSTITUTION BE LIABLE TO YOU FOR ATTORNEYS' FEES INCURRED BY YOU IN ANY ACTION BROUGHT BY YOU AGAINST FINANCIAL INSTITUTION.

9.13. Relationship of Parties.

Customer and Financial Institution acknowledge and agree that the relationship between Financial Institution and Customer is that of an independent contractor and that this Master Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

9.14. Force Majeure.

Financial Institution shall not be responsible for any liability, loss, or damage resulting from Financial Institution's failure to perform any Service or to perform any other obligations under this Master Agreement and any applicable Product Schedule that is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of any governmental authority or agency, including the Board of Governors of the Federal Reserve System; labor difficulties; equipment or Access Device failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Financial Institution's control.

9.15. Reimbursement.

Any reimbursement by Financial Institution for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.

9.16. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Master Agreement and any applicable Product Schedule, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Financial Institution, its parent company, affiliates, and subsidiaries and each of their respective officers, employees, directors, representatives, Vendors and agents (collectively, the "Financial Institution Indemnitees") from and against all claims of any sort by third parties arising out of this Master Agreement and any applicable Product Schedule, including all losses, damages, and expenses incurred by Financial Institution arising out of your failure to report required changes, transmission of incorrect data to Financial Institution, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Financial Institution's gross negligence or willful misconduct, you agree to indemnify and hold the Financial Institution Indemnitees harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Master Agreement and any applicable Product Schedule, (ii) Financial Institution's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Financial Institution to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Master Agreement and/or any applicable Product Schedule, and/or (iv) your breach or violation of applicable laws, rules or regulations.

9.17. ARBITRATION AND WAIVER OF JURY TRIAL.

YOU AND FINANCIAL INSTITUTION AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS MASTER AGREEMENT OR ANY PRODUCT SCHEDULE INVOLVES "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND FINANCIAL INSTITUTION, OR BETWEEN YOU AND ANY OF FINANCIAL INSTITUTION'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS MASTER AGREEMENT OR ANY PRODUCT SCHEDULE, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY EITHER PARTY. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIAL ARBITRATION RULES, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES; PROVIDED, HOWEVER, THAT TO THE EXTENT THE ARBITRATION RULES CONTAIN PROVISIONS REGARDING THE USE OF ANY CONSUMER ARBITRATION RULES, THE FORUM OF ANY SUCH ARBITRATION, THE ALLOCATION OF FEES FOR ANY SUCH ARBITRATION AND/OR ANY OTHER PROVISIONS CONTRARY TO THIS MASTER AGREEMENT, THOSE RULES ARE DELETED AND/OR EXPRESSLY SUPERSEDED BY THIS MASTER AGREEMENT. TO THE EXTENT ANY AMBIGUITY EXISTS BETWEEN THE ARBITRATION RULES AND THIS MASTER AGREEMENT, THIS MASTER AGREEMENT SHALL CONTROL. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS MASTER AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND FINANCIAL INSTITUTION. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNTS AND THE TERMINATION OF THIS MASTER AGREEMENT OR ANY PRODUCT SCHEDULE. ANY ARBITRATION TAKING PLACE UNDER THIS AGREEMENT SHALL BE CONDUCTED IN NORTH CAROLINA, OR SUCH OTHER LOCATION AGREED UPON IN WRITING BY THE PARTIES. UNLESS OTHERWISE EXPLICITLY PROVIDED FOR HEREIN, EACH PARTY SHALL BEAR THEIR OWN COST OF SUCH ARBITRATION.

9.18. Governing Law.

These terms and conditions of this Master Agreement and any applicable Product Schedule shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of law provisions and without regard to your state of residence.

9.19. Compliance with Laws, Rules, and Regulations.

You agree to comply with all existing and future instructions used by Financial Institution for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve System, the National Automated Clearing House Association ("Nacha") and any other clearinghouse or other organization in which Financial Institution is a member or to which rules Financial Institution has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

9.20. Miscellaneous Provisions.

9.20.1. Headings; Construction. The headings and captions contained in this Master Agreement and any applicable Product Schedule are included only for convenience of reference and do not define, limit, explain, or modify this Master Agreement and any applicable Product Schedule or its interpretation, construction, or meaning. All references herein to "Articles", "Sections" and "Exhibits" shall mean the articles and sections of, and exhibits to, this Master Agreement, unless otherwise stated.

9.20.2. Severability. The holding of any provision of this Master Agreement and any applicable Product Schedule as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Master Agreement and any applicable Product Schedule, which shall remain in full force and effect.

9.20.3. Waiver. No waiver by the Financial Institution (whether or not in writing) of any term, condition, or obligation of you under this Master Agreement and any applicable Product Schedule in one instance shall bind Financial Institution to waive the same term, condition, or obligation again in another instance, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

9.20.4. Binding Effect. This Master Agreement and any applicable Product Schedule shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

9.20.5. Entire Agreement. This Master Agreement and any applicable Product Schedule constitutes the entire agreement between the parties hereto concerning the specific subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Master Agreement.

9.20.6. Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Master Agreement and any applicable Product Schedule without Financial Institution's written consent. Financial Institution may assign, whether expressly or by operation of law, its rights and delegate its duties under this Master Agreement and any applicable Product Schedule to a company affiliated with the Financial Institution or to any other party.

EXHIBIT A

Authorization for Online Banking and Treasury Management Services

I am an authorized representative of the organization specified below ("Company"). Company has received the Business Online Banking and Master Treasury Management Agreement ("Master Agreement") and agrees to adhere to the Master Agreement and any applicable Product Schedules, Operating Instructions, or user guides from First Carolina Bank ("Financial Institution"). Capitalized terms used in this Authorization Form, not otherwise defined, have the meanings given to them in the Master Agreement.

After I sign below on behalf of Company, the Company may from time-to-time request Financial Institution to provide any of the Services described in the Master Agreement. Company may begin to use any such Service once Financial Institution has approved such use and has received all required and properly executed forms, agreements, and/or Product Schedules and Company has successfully completed any testing or training requirements.

I warrant that Company has taken all action required by its organizational or constituent documents to authorize me to execute and deliver on behalf of Company this Authorization Form and any other documents Financial Institution may require with respect to a Service. I am authorized to enter into all transactions contemplated by the provision of Services to Company.



Signature

Date



Name and Title

Company's Legal Name

Account Set-up Information*	
Account Number	Account Title

*Provide account(s) which should be added to Online Banking and its account title, e.g. "Operating Account"

Financial Institution Representative:

Signature

Print Name

Date