

Service Agreement for Non-Personal Accounts

This Agreement is effective for all non-personal (business, estate, trust, etc.) deposit accounts and related services used on or after June 7, 2014.



HIGHLIGHTS OF AGREEMENT

Below is an overview of some of the most important provisions of the Service Agreement. For more detailed information, please see the full sections of the Agreement relating to each topic.

Deposit Insurance. Our deposit accounts are insured by the U.S. Federal Deposit Insurance Corporation (FDIC) to the maximum amount permitted by law, which is \$250,000 for each account ownership category. For more details, visit the FDIC's website or call them using the information listed in this Agreement. RBC Bank accounts are not insured by the Canadian Deposit Insurance Corporation (CDIC).

Fees and Balance Requirements. Our fees that apply to your accounts and related services are listed separately in our Schedule of Fees. Any minimum deposit required to open an account and minimum qualifiers required to avoid monthly fees are also included in that document. The Schedule of Fees is updated periodically. To obtain the most recent version, go to <http://www.rbcbank.com/siteassets/Uploads/pdfs/Business-Schedule-of-Fees.pdf> or you may call 1-800-ROYAL53 (1-800-769-2553).

Deposits. We accept deposits only in U.S. Dollars. If you have accounts with our Canadian affiliate, RBC Royal Bank, transfers made from those accounts will be converted to U.S. Dollars at the current exchange rate. Unless we notify you that other methods are available, deposits may be made only by: (i) check, draft or money order (no cash) delivered by mail or package delivery service; (ii) depositing checks or cash at ATMs of selected financial institutions or that participate in selected networks; (iii) wire transfers; (iv) ACH direct deposits; and (v) subject to our approval and the terms of a separate agreement, utilizing our Remote Deposit service, which enables you to deposit checks by sending us images of the checks via a smartphone app or scanner. We charge a fee for any deposited items that are returned unpaid.

Availability of Deposits for Withdrawal. ACH direct deposits will be available for withdrawal on the day we receive them, and wire transfers will be available no later than the next Business Day. ATM deposits will be available no later than the fifth Business Day after the date of deposit. Funds from deposited checks generally will be available on the next Business Day. However, there are circumstances where we may implement a specific hold period before you may withdraw the funds. In most cases, unless a different cutoff hour is disclosed to you, if we receive your deposit before 5:00 p.m. Eastern time on a Business Day, that day will be considered the date of deposit.

Processing Order. Each Business Day, we generally pay electronic debits and apply electronic credits in the order received, and we generally pay non-electronic items (such as checks) in order from lowest to highest dollar amount after first posting all non-electronic credits. If you do not have enough funds to cover all debits for the day, this "low-to-high" processing order can help minimize nonsufficient funds (NSF) fees.

Nonsufficient Funds and Overdrafts. When your available balance is not sufficient to cover one or more checks or other debits, we may either return or reject the item or pay it and create (or increase) an overdraft in your account. In either case, we may charge you an NSF fee for each item, as listed on our Schedule of Fees. You must promptly pay all NSF fees and any overdraft amounts. We do not charge an NSF fee when your account is overdrawn by \$5.00 or less, and we limit NSF fees to no more than four fees daily.

Your Responsibility to Review Statements. You must carefully review each account statement. In most cases, statements will be deemed final unless you notify us of any errors, omissions, unauthorized transactions or other problems within 30 days after the statement date.

Privacy and Disclosure of Information. We highly value your financial privacy and that of your Authorized Representatives. We have implemented privacy and security policies and procedures for safeguarding information concerning our clients, which include compliance with any applicable laws. There are certain circumstances where we may disclose information about you and your accounts to third parties, such as reporting to credit bureaus and similar organizations or in response to legal process.

Arbitration of Disputes. Most types of disputes and legal claims that may arise between us will be resolved through binding arbitration hearings, rather than in court or any type of class action proceeding, unless you reject these arbitration requirements in a timely manner as described in the Service Agreement.

NON-PERSONAL DEPOSIT ACCOUNT TERMS AND CONDITIONS

Introduction. This Agreement, as it may be periodically amended, governs your non-personal deposit accounts and related services with RBC Bank®.

Definitions. In this Agreement, the terms “we,” “us,” “our” and “the Bank” refer to RBC Bank (Georgia), N.A., also known as RBC Bank. “You,” “your” and “the entity” refer to the entity identified on the account application, signature card, or similar document(s) as the holder of one or more deposit accounts at the Bank. In some contexts, “you” and “your” may also include each of your Authorized Representatives. Other terms used in this Agreement are defined either below or in the sections where they first appear.

“Account(s)” or “account(s),” except when clearly used in a different context, means one or more Business Checking Accounts, Business Money Market Accounts or, if available, other non-personal deposit accounts, provided to you by the Bank under the terms of this Agreement.

“Account Rules” means our normal and customary policies, procedures and rules (including security measures) relating to the Account and your use of it, as we may amend them from time to time.

“Affiliate” means, with respect to any “person” (see “Rules of Construction” below), any other person that directly or indirectly owns or controls, is controlled by, or is under common control with that person. With respect to RBC Bank (Georgia), N.A., the term includes any of our Canadian as well as U.S. Affiliates.

“Agreement” means and includes this Service Agreement for Non-Personal Accounts, our Schedule of Fees relating to your Accounts, and any other documents you may receive or that may be made available to you at any time which state they are a part of the Agreement, as well as any amendments to or replacements of any of the above.

“Authorized Representative” means a person appointed by you or us (or by someone else having authority to do so) as authorized to act on your or our behalf with respect to all matters within the scope of his or her designated authority. Examples of Authorized Representatives are duly authorized owners, officers or employees of business or other entities, trustees of trusts, and personal representatives for decedents’ estates. Your Authorized Representatives include any person we reasonably believe has apparent, implied or presumed authority to act on your behalf, whether or not the person has actually been appointed as authorized.

“Available Balance” means the current balance in your Account, less: (i) any portion of deposited funds not yet available for withdrawal under our Account Rules and funds availability policies (see the section titled “Your Ability to Withdraw Deposited Funds”); and (ii) any other amounts that we reasonably determine are subject to any other type of hold (including debit card transaction holds as described under “Preauthorization Holds” in the “Visa* Debit Card Agreement and Disclosures” section of this Agreement), or any legal process, dispute, etc., which prevents their withdrawal.

“Business Day” normally means any day except a Saturday, Sunday or bank holiday. However, for some purposes under the Agreement, a Business Day may also exclude any day on which a relevant location of the Bank is closed or unable to operate normally, either for all or part of the day, due to severe weather or other extraordinary circumstances. Any reference in the Agreement to “days,” where “Business Days” is not specified, means calendar days.

“Collected Balance” means the current balance in your Account, less any “float,” which is any portion of deposited funds we deem to be not yet finally paid (collected) under our Account Rules and such collection schedules as we may apply to each Item deposited.

“Instructions” means any oral or written (including electronically transmitted) instructions relating to an Account and given to us by any of your actual or purported Authorized Representatives.

“Item” means any method by which funds are (i) presented for deposit or credited to an Account; or (ii) presented for payment against or debited or withdrawn from the Account. Examples of Items are checks (including “remotely created checks” authorized via telephone or other channels and checks defined under law as “substitute checks” or “image replacement documents”), drafts, money orders, Visa Debit Card transactions, wire transfers, and ACH (automated clearing house) direct deposits or debits.

“Merchant” means any person (see “Rules of Construction” below) from whom you purchase or attempt to purchase goods or services, or to whom you make or attempt to make a payment for previously provided goods or services. For simplicity, the term is used in this Agreement to encompass all types of service providers and payees, in addition to those who would be considered “merchants,” i.e., sellers of goods, in the traditional sense.

Rules of Construction. These rules of construction apply to the Agreement: (i) references to “person” may include, as appropriate in the context, not only individuals but also business organizations and other types of legal entities; (ii) words like “include,” “including,” “such as,” “for example” and similar terms also mean “but not limited to”; (iii) references to “laws,” “applicable laws” and similar terms are to be construed broadly to include the laws, regulations, rules, guidelines, orders, opinions and other proclamations of the legislative, regulatory, executive and judicial authorities of the United States, of state and local governments, of foreign jurisdictions where applicable, and of certain private or quasi-government organizations which help facilitate the business of banking such as clearing houses and payment system networks; and (iv) language disclaiming liability on the part of the Bank, such as “we will not be liable” or “without liability,” will in all cases be deemed followed by the additional words “to you or any other person.”

Approval; Credit Reports. Each of your Accounts is subject to our approval. We have no obligation to provide accounts or any other services to you. ***You expressly acknowledge and agree that as part of our approval process, and at any time after an Account is opened, we may obtain credit reports or similar reports (such as those produced by ChexSystems or other deposit account reporting services) on you and any of your Authorized Representatives.***

Agreement. By executing the account application, signature card or similar documentation to open an Account, you (i) acknowledge receipt of and agree to be bound by the terms of this Agreement; and (ii) represent and warrant that (a) the entity opening the Account is duly organized and qualified to do business, validly existing, and in good standing in the place of its organization and in each jurisdiction where it conducts business; (b) each individual signing the documentation and any other applicable present or future account documentation is duly authorized to execute the documents on behalf of the entity and to bind it to the terms of this Agreement; (c) all internal or other actions or documents needed to effectuate those individuals’ authority, and to ensure that the entity has the power to open and maintain the Account and to enter into this Agreement, have been duly taken, issued or executed; and (d) you will provide us copies of any documents relating to any of the above representations and warranties that we may reasonably request at any time.

Use of Account. Our non-personal checking accounts are called Business Checking Accounts, and we issue Visa Debit Cards for use with these accounts. We do not pay interest on Business Checking Accounts. In addition, we offer a Business Money Market Account with limited transaction capabilities which pays interest (see below for additional details). We do not currently issue Visa Debit Cards for use with Business Money Market Accounts, though we may decide to offer that capability in the future. We may also offer other types of non-personal accounts in the future. The Account cannot be used primarily for consumer (that is, personal, family or household) purposes. Rather, it must be used only in connection with the purposes for which the business entity (corporation, partnership, LLC, sole proprietorship, or other form of business) holding the Account exists or the purposes for which some other type of non-personal entity (such as an estate or trust) was created. Your use of any Account is subject to (i) our Account Rules, some but not all of which are described in this Agreement; and (ii) all applicable laws. You may not use the Account for any unlawful purpose or otherwise in violation of any laws.

Business Money Market Account Disclosures.

- Your interest rate may change at any time. Rates may change at our discretion and are not tied to any index. Rates may vary based on the Collected Balance in the Account. We reserve the right to pay different rates on the accounts of various types of entities.
- Interest is compounded and credited to the Account monthly.
- We use the daily balance method to calculate interest on the Account. This method applies a daily periodic rate to the Collected Balance in the Account each day.
- Interest begins to accrue no later than the Business Day we receive credit for the deposit of non-cash Items (for example, checks).
- You will receive accrued-to-date interest when the Account is closed.
- Under federal law, each monthly statement period, you can make no more than six transfers to your other Accounts with us or payments to third parties via preauthorized or automatic transfers (including online transfers and bill payments and telephone transfers) or via checks, drafts, Visa Debit Card transactions (if we offer that capability in the future) or similar orders. If you make more than six such transfers in any statement period, we may charge an excess withdrawal fee against the Account, and if you repeatedly exceed the limit, we may close the Account or convert it to a different account type. If in the future we were to begin issuing Visa Debit Cards for use with Business Money Market Accounts, you would be able to make unlimited withdrawals at ATMs during each statement period, provided they otherwise comply with our policies for ATM withdrawals.
- Under federal law, we must reserve the right to require you to give us seven days' written notice before we allow any withdrawal from the Account, including a withdrawal to close the Account. We do not currently require this notice. Should that policy change, we will notify you.

FDIC Insurance Coverage. Your Account is a U.S. deposit account with RBC Bank (Georgia), N.A., a national banking association located in the United States. The funds in the Account are insured by the U.S. Federal Deposit Insurance Corporation (FDIC) up to the maximum amount permitted by law. You understand that the funds in your U.S. account with RBC Bank are not insured by the Canada Deposit Insurance Corporation (CDIC). The standard FDIC insurance amount is \$250,000 per depositor, per insured bank, for each account ownership category. Detailed information regarding FDIC insurance is available from the FDIC website at <http://www.fdic.gov/deposit/> or by calling 877-ASKFDIC (877-275-3342) or 800-925-4618 (TDD).

Fees. We will provide you a Schedule of Fees detailing (i) any minimum deposit required to open an Account; (ii) any minimum or average balance required to avoid certain fees or activity charges; and (iii) our charges for various account-related services. We may change our fees or add new fees at any time. We will normally provide you advance notice of any new or increased

fees. To obtain the most recent version of the Schedule of Fees, go to <http://www.rbcbank.com/siteassets/Uploads/pdfs/Business-Schedule-of-Fees.pdf>, or you may call 1-800-ROYAL53 (1-800-769-2553). You agree to pay us all fees we assess in connection with the Account, and any other charges or payment obligations you owe us relating to the Account, by having us periodically deduct them from your balance, through our account analysis system if applicable, or when we otherwise ask you to pay us.

Standard of Care; Automated Processing. You agree that our responsibility with respect to the Account will be to exercise ordinary care as established by the reasonable commercial standards of the U.S. banking business. To keep costs reasonable for all clients, those standards include a variety of largely or wholly automated procedures for processing Items in large volumes with little or no manual inspection. You agree that we do not fail to exercise ordinary care solely because our procedures do not provide for the examination of all Items, a random sampling of Items, or Items above a specified dollar amount.

Authorized Representatives; Reliance on Signatures. You will provide us with a list of your Authorized Representatives with respect to the Account, the specimen signatures of each, and any other information or documentation we may require concerning the Authorized Representatives. You represent and warrant that each of these persons (i) will comply with the terms of the Agreement; (ii) is duly authorized as having the power to exercise all rights and to fulfill all obligations of the entity under the Agreement, including to issue Instructions and conduct any business or transactions relating to the Account on behalf of the entity, regardless of whether any Instructions or transactions benefit or are payable to the Authorized Representative individually; and (iii) has the authority to delegate any of the powers described in (ii) above to any other person.

We may act in reliance upon the signatures of your Authorized Representatives (or signatures that look substantially similar to and purport to be those of your Authorized Representatives) as they appear on any document or in any electronic transmission you have provided to us, regardless of who actually affixed the signature or whether it is genuine or authorized. We may act in reliance upon original signatures, facsimile signatures, mechanical signatures, signature stamps, electronic signatures and other commercially recognized forms of signature reproductions.

For any reason we deem appropriate, we may refuse on one or more or all occasions to recognize the authority of any purported or actual Authorized Representative you have named or attempted to name, even if we have recognized that person's authority on previous occasions. We may also place any restrictions on the exercise of a given Authorized Representative's authority that we deem appropriate. In taking any action described above, we will have no liability to you or the Authorized Representative.

Because of the largely automated methods we use in processing Items and transactions, we will not be able to honor any request or purported directive from you to confirm that a specific Authorized Representative has signed or authorized a given Item or transaction, or to confirm that a given Item or transaction bears more than one authorized signature or has been authorized by more than one Authorized Representative. Similarly, we will not be able to honor any restrictions (such as transaction dollar limits) you may purport to place on the authority of your Authorized Representatives. This paragraph will apply even if the request, purported directive or restrictions appear on an account application, signature card, or elsewhere in our records. Accordingly, we will not have any liability if we (i) process any Item or transaction which does not bear the signatures or authorizations of specific persons or the number of signatures or authorizations you purport to require; or (ii) permit any transaction which does not conform to

any restrictions you have attempted to place on the authority of any of your Authorized Representatives.

Changes in Authorized Representatives. You must promptly notify us in writing of any changes you wish to make in your Authorized Representatives. You must provide specimen signatures for, and identifying information and any related documentation we may request concerning, any new Authorized Representatives. We may continue to rely on our current records relating to your Authorized Representatives until we have had a reasonable time to act upon any changes, including to verify the identity of any new Authorized Representative.

Instructions. You are responsible for the accuracy and completeness of all Instructions and other information you provide to us in connection with the Account, and you agree that we may rely on those Instructions or information. We have no obligation to detect any inaccurate, inconsistent or incomplete Instructions or information you provide to us. We may rely on as authorized, and you will be bound by, any Instructions or other information, including those received in writing, electronically or by telephone, that we believe in good faith to be genuine and sent to us or otherwise authorized by any of your Authorized Representatives, even if the Instructions or information were not in fact genuine or authorized. While we will normally honor your Instructions, we are not required to do so in any instance where (i) we believe that complying with the Instructions could expose us or you to potential liability under applicable laws or otherwise; or (ii) for any other reason we do not consider it appropriate. If you want to modify, suspend or cancel any Instructions after giving them to us, you must notify us and, if you do so orally and we require it, you must confirm your revised Instructions in writing. We will make all reasonable attempts to modify, suspend or cancel Instructions of which we are notified, but we will not be liable for any loss, damage or expense related to our failure or inability to do so when (i) we receive your subsequent Instructions after the original Instructions have been executed or we have begun processing them; or (ii) we are unable to timely process your subsequent Instructions before beginning to execute the original Instructions. Our understanding of any oral Instructions that we have already executed or begun processing will control if there is a discrepancy with any written confirmation that you later send us.

Security Procedures. The security procedures that are a part of our Account Rules are for the purposes of assisting us in (i) verifying that Instructions are in fact those of your Authorized Representatives and (ii) preventing access to the Account by unauthorized persons. Your use of the Account constitutes your acknowledgment that, in light of your particular needs and circumstances, our security procedures provide a commercially reasonable method for verifying that Instructions are your Instructions and for providing security against unauthorized transactions. Our security procedures are not intended or designed to detect any errors in the content or transmission of your Instructions.

Deposits. Unless we agree otherwise, deposits may be made only by: (i) check, draft or money order delivered by mail or package delivery service; (ii) depositing checks or cash at ATMs of selected financial institutions with which we have agreements to provide this service, or at ATMs that participate in selected fund transfer networks with which we have such agreements; (iii) wire transfers; (iv) ACH direct deposits; and (v) utilizing our Remote Deposit service, which enables you to deposit checks by sending us images of the checks via a smartphone app or scanner (your use of Remote Deposit is subject to our approval and your agreement to separate terms and conditions governing that service). We may also make additional methods available to you in the future. For example, we may choose to begin accepting deposits delivered in person at specified offices or other locations such as drop boxes. All deposits must be made in U.S. Dollars. Any electronic transfers of funds from an

account you have with RBC Royal Bank in Canada will be converted to U.S. Dollars at the current currency exchange rate. We may credit deposits solely by reference to the account number provided by the sender, and we will have no liability if an erroneous account number causes funds to be credited to an incorrect account, though we will make reasonable efforts to recover the funds for you when we learn of the error. We may refuse to accept all or part of any deposit without any liability, whether because it does not comply with applicable laws or our Account Rules or for any other reason. We specifically discourage, and reserve the right to refuse and return, cash deposits sent by mail. You agree to accept all risks that a cash deposit you send to us or that we return to you may be stolen or lost in the mail. We are not responsible for any deposit until one of our employees or agents actually receives it. We may, but are not required to, send you a receipt confirming that we have received a deposit. We will not mail you confirmations of any incoming wire transfers to the Account. You may confirm the receipt of incoming wires by calling us at 1-800-769-2553, by checking your transaction history in Online Banking, or by examining your Account statement. If there is a discrepancy between your records and our records concerning the amount of a deposit, then our records will control.

Endorsements. You are responsible for the proper endorsement of all Items deposited in the Account or presented for collection, and you will bear responsibility for any improper, insufficient, illegible or missing endorsements. All endorsements must comply with standards established by applicable laws and banking practices. You are also responsible for any markings on the back of any Item made by you or a prior endorser that intrude on the space reserved for bank endorsements and that may render those endorsements illegible. We have the right but not the obligation to accept nonconforming endorsements, to supply any missing endorsements, and to collect Items without endorsements. However, we also have the right to require appropriate endorsements, including the endorsements of all co-payees, before accepting any Item for deposit or collection.

Collection of Deposited Items; Returned Items; Chargebacks. In receiving Items for deposit or collection, we act only as a collecting agent for you. We may send Items for collection through any intermediaries we choose. All deposited Items, including those drawn on other accounts at the Bank, are accepted for provisional credit only, subject to final payment. Until final payment, we may accept a return of the Item from the financial institution on which it was drawn or any intermediary collecting bank and charge back against your Account the amount of the Item without prior notice to you. We may do this without regard to whether (i) the paying or collecting bank returned the Item in accordance with any applicable deadline or other rule of law; and (ii) we have actually received the original or a copy of the returned Item in either paper or electronic form, or have received only a notice of nonpayment. Also, even after "final payment," deposited Items may sometimes legally be returned for various reasons. For example, after an Item has been paid by the institution on which it was drawn, it may later be returned to us with a claim that it bears a forged or missing endorsement, has been altered in some way, or should not have been paid for some other valid reason. If that happens, we may debit your Account for the amount of the Item without prior notice to you and pay it to the claiming party. We have no obligation to question the truth of the claim, to assess its timeliness, or to assert any other potential defense. As listed on our Schedule of Fees, in addition to the face amount of the chargeback, we may charge a fee against the Account for any returned deposited Item, whether received before or after final payment as described above.

Your Ability to Withdraw Funds Deposited into Checking Accounts (Our "Funds Availability Policy"). Our general policy regarding deposits into checking accounts is to make funds from your deposits of checks and cash (in any case where we may agree to accept cash) available to you on the first Business Day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Incoming wire

transfers will be available no later than the first Business Day after we receive the wire, and may be available on the day we receive it. If you make a deposit at a participating non-proprietary ATM (an ATM that is not owned or operated by us or located on our premises), the funds normally will be available no later than the fifth Business Day after the date of deposit. However, we may place longer holds on non-proprietary ATM deposits for other reasons described below under “Longer Delays May Apply” and “Special Rules for New Accounts.” If we do this, you will receive a separate notice telling you when the funds will be available.

Except as otherwise expressly noted in this section, we do not give partial availability for any type of deposits. Once they are available, you may withdraw the funds in any manner permitted under the Agreement or our Account Rules.

For determining the availability of your deposits, every day is a Business Day except for Saturdays, Sundays and federal banking holidays. Generally, if we receive your deposit before 5:00 p.m. Eastern time on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if a different daily cutoff hour is disclosed in connection with the particular method you use to make a given deposit (for example, if you are making a deposit at an ATM and a different time is posted on the ATM, or if we communicate to you a special cutoff hour for receipt of incoming wire transfers or deposits made via our Remote Deposit service), then that time will apply. If we receive your deposit on a Business Day after the applicable cutoff time, or on a day when we are not open, we will consider the deposit to be made on the next Business Day we are open.

Longer Delays May Apply. Funds you deposit by check may be delayed for a longer period under the following circumstances: (i) we believe a check you deposit will not be paid; (ii) you deposit checks totaling more than \$5,000 on any one day; (iii) you redeposit a check that has been returned unpaid; (iv) you have overdrawn your Account repeatedly in the last six months; or (v) there is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh Business Day after the day we receive your deposit. These holds may also apply to checks drawn on Federal Reserve Banks or Federal Home Loan Banks, state and local government checks, U.S. Treasury checks, and money orders.

Special Rules for New Accounts. If you are a new client, the following special rules will apply during the first 30 days your Account is open. Electronic direct deposits will be available on the day we receive the deposit. Incoming wire transfers will be available no later than the first Business Day after we receive the wire, and may be available on the day we receive it. Funds from deposits of cash (in any case where we may agree to accept cash), wire transfers, and the first \$5,000 of a day's total deposits of U.S. Treasury checks will be available on the first Business Day after the day we receive your deposit if the deposit meets certain conditions (for example, U.S. Treasury checks must be payable to you). Funds from the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and state and local government checks will be available on the second Business Day after the day we receive your deposit if the deposit meets certain conditions (for example, the checks must be payable to you and we may require you to use a special deposit slip). In any instance where we initially make available only the first \$5,000 of a deposit, the excess over \$5,000 generally will be available on the ninth Business Day after the day we receive your deposit. However, we may place longer holds on certain deposits for other reasons (see “Longer Delays May Apply” above). Funds from all other check deposits generally will be available on the eleventh Business Day after the day we receive your deposit.

Other Rules. The funds availability policy disclosures described in this section do not obligate us to accept any given deposit. As noted elsewhere above, we may refuse to accept all or any part of a deposit.

For purposes of this section, the language “the day we receive your deposit” or similar terminology means the Business Day on which your deposit is actually received for processing by one of our employees or agents. Since we are not a typical “brick and mortar” bank with branches and tellers, these will be employees or agents acting in other capacities. Our records will control concerning when we deem any given deposit to have been received, and that date may differ from the date on which you initiated the deposit or on which you may consider the deposit to have been “made.” Also, under Federal Reserve Board Regulation CC, for funds availability purposes, we are deemed to have “received” an electronic direct deposit or incoming wire transfer only when we have received both (i) payment in actually and finally collected funds and (ii) the appropriate information on the account and amount to be credited.

We reserve the right to accept any check or other Item for collection only, to be sent to the bank on which it is drawn, and funds from such Items will not be available for withdrawal until we receive payment. A collection fee may apply as listed in our current Schedule of Fees.

Our funds availability policy will not affect our rights under applicable law or the Agreement to charge back to your Account or obtain reimbursement from you for the amount of any Item that for any reason is not finally paid, or that is paid but later returned for some valid reason permitted by law.

We may change our policy at any time by providing notice to you.

Our funds availability policy does not apply to money market accounts. Deposits to money market accounts may be held longer than on checking accounts. Notification is not required for holds placed on money market accounts.

Withdrawals and Processing Order. You may write checks, make withdrawals, and initiate fund transfers or other payment transactions out of the Account as provided in this Agreement and as we otherwise permit. We may reject any Item that is not on a check stock or other form provided by us or printed by an approved vendor. Unless we agree otherwise, all withdrawals must be in U.S. Dollars. When multiple debit Items are presented for payment on the same Business Day, we may pay the Items in any order permitted by law, and we may change the order from time to time. Our current processing procedures are as follows. Generally, most transactions of an electronic nature (including electronic deposits or credits as well as debits) are processed and posted to your Account in the order in which we receive or process them throughout the day. These include debit card purchases, ATM withdrawals, online bill payments, online fund transfers, preauthorized ACH payments, wire transfers and (if available) overdraft protection transfers from linked accounts. Paper-based or non-electronic transactions, such as checks, as well as non-electronic deposits or credits (including any check images received through “remote deposit capture”) are processed in nightly “batches,” and within each batch, we generally process credits first, and then debits in order from lowest dollar amount first to highest dollar amount last. If on any given day you have insufficient funds in your Account to cover all debits presented for payment, this so-called “low-to-high” processing order for checks and certain other types of debits can help minimize the number of Items on which you may incur nonsufficient funds (“NSF”) fees.

Telemarketing and Other Preauthorized Drafts. If you give information about your Account (such as account number and bank routing number) to someone seeking to sell you goods or

services, and you do not physically deliver a check to that person, any debit to your Account initiated by the person to whom you gave the information will be considered authorized.

Post-dated, Stale-dated, Incomplete or Conditional Items. A post-dated Item is one bearing a date that is sometime in the future. A stale-dated Item is one that is more than six months old. At our election, we may accept or reject for deposit or collection, or we may pay or refuse to pay, any Item that is post-dated or stale-dated, or any Item that is incomplete or that bears a notation of a purported condition which has not been met (for example, a check which says “void after 30 days” and is presented after such time has expired, or a \$1,000 check which says “not valid over \$500”). When we choose to take any of the actions described above, we will have no liability for the action taken, unless we pay the Item over a valid and timely stop payment order that we received from you.

Nonsufficient Funds and Overdrafts. When you (or another person you have authorized) write a check or initiate any other type of withdrawal from the Account, the Account must have an Available Balance that is sufficient to cover the Item at the time it is presented for payment. Please note that your Available Balance may be reduced by certain factors as indicated in the definition of “Available Balance” in this Agreement, including by debit card preauthorization holds as described elsewhere below. If the Available Balance is not sufficient, we will not be required to honor or pay, and we may return or reject, the Item. We may determine whether your Account contains sufficient funds to pay an Item at any time between our receipt of the Item and our daily return deadline, and we need make only one such determination each day. We are not required to send you prior notice that an Item is being returned for nonsufficient funds. We may also charge against the Account an NSF fee for each Item returned or rejected, including for multiple returns or rejections of the same Item.

Rather than return or reject an Item, we may also choose to pay the amount of the Item when you do not have a sufficient Available Balance, which will create or increase an overdraft in the Account. When we do that, just as when we return or reject an Item, we may charge against the Account an NSF fee for each Item we pay. Whether we pay or return an Item when the Account does not have sufficient funds is solely within our discretion. We typically do not pay Items into overdraft if your Account is not in good standing, you are not making regular deposits, or you have had excessive overdrafts in the past, but we may also refuse to pay an Item for any other reason. If we choose to pay any Item that overdraws the Account on one or more occasions, it does not obligate us to do so on any future occasion. We also have no obligation to treat all Items received on a given day in the same manner; rather, we may choose to return or reject one or more Items while paying one or more others.

Also, if an Item you deposited is returned and we charge the amount of the Item back to your Account as described elsewhere above, and if the chargeback results in your Account becoming overdrawn, we may charge an NSF fee against the Account.

In any case described above where the Account is overdrawn or lacks sufficient funds to cover our NSF fees, you agree to promptly deposit sufficient funds or to otherwise pay us, upon our demand, the amount of the overdraft and fees, as applicable.

We have established certain policies concerning NSF fees that are intended to benefit you, which currently include: (i) we will not charge an NSF fee if your Account is overdrawn by \$5.00 or less; and (ii) we will limit NSF fees to no more than four fees daily. We may change these policies periodically by publishing the changes in our latest Schedule of Fees or otherwise notifying you.

Please note that returned or rejected Items or overdrafts may have additional consequences, including separate fees charged by Merchants and additional Bank fees such as monthly below-minimum-balance fees where applicable. To help you avoid returned or rejected Items and overdrafts, we may make available to you certain optional methods of “overdraft protection,” by which funds are automatically transferred from a designated funding source to your Account when needed to avoid these situations. We may charge a fee for each transfer.

Stop Payments. You may not stop payment on Items we have paid or certified or, if we choose to issue any of the following types of Items, on money orders, cashier’s checks, teller’s checks and similar Items. You also may not stop payment on debit card transactions, wire transfers and certain other types of electronic fund transfers, unless other agreements between you and us relating to those fund transfer methods permit it. You may, however (unless restricted or prohibited by applicable law or another agreement), stop payment on other Items drawn on the Account that we have not paid, provided (i) we receive the stop payment order through a method and at a location previously approved by us; (ii) we receive it in time to give us a reasonable opportunity to act on it before the Item is presented for payment or is otherwise required to be paid; and (iii) you give us complete and accurate information to enable us to identify the Item to be stopped. If any of the above conditions are not met, we will have no liability for our failure to execute your stop payment order. We may accept a stop payment order or a subsequent cancellation of an order from any of your Authorized Representatives, regardless of who signed or otherwise authorized the Item, and in the case of a cancellation, regardless of who placed the original stop payment order. We are not required to honor an oral stop payment order after 14 days, unless you confirm it in writing within that time. A stop payment order is generally effective for only six months unless you renew it in writing, and we may pay the Item after that time if the order is not renewed. We may charge you a fee, as listed on our Schedule of Fees, for each stop payment order and each renewal. If we pay an Item despite a valid and timely stop payment order being in place, we will credit your Account for the amount of the Item, and you agree to transfer to us your rights against the payee or other holder of the Item and to give us any assistance we may reasonably request if we attempt to recover the amount of the Item from that person.

Restrictions and Holds on Account. We reserve the right to establish, and to change from time to time, limits on the dollar amount, number or frequency of deposits to or withdrawals from your Account. We may also place a hold or “freeze” on all or any part of the funds in the Account, and/or we may block your or any of your Authorized Representatives’ access to the Account for any period of time we deem appropriate, based on: (i) our belief that you are or may be in material breach of this Agreement or that any attempted deposit, withdrawal or other transaction does not or may not comply with the Agreement, our Account Rules or any applicable laws; (ii) our suspicion that unauthorized or illegal activities may be involved with your Account; (iii) an extraordinary rate of returned deposited Items on the Account; (iv) adverse information in credit reports or similar reports; (v) adverse experiences with you relating to the Account or other accounts or relationships you maintain with us or any of our Affiliates, including your default under any credit relationships with us or our Affiliates or the default by any other person under any credit relationship where you are a guarantor or other supporting obligor; (vi) the assertion of an adverse claim against the Account or any funds in the Account, or our receipt of any valid form of legal process relating to you, the Account or the funds in the Account (see the section titled “Adverse Claims, Account Disputes and Legal Process”); or (vii) any other reason that we consider commercially reasonable. We will not be required to give you advance notice before placing a hold or blocking access for any of these reasons, nor will we have any liability in connection with the exercise of these rights as long as we have acted in good faith and for what we deem necessary or appropriate reasons.

Foreign Exchange Risk. If an Item or transaction requires conversion of funds from one currency to another, we may convert the funds at the current applicable currency conversion rate that we establish for that purpose. We may debit your Account for the funds required for the conversion and for any related fees. You bear the sole risk of any losses which may be incurred relating to currency fluctuations.

Account Statements. We will send or make available to you, in either electronic or paper form and normally on a monthly basis, statements showing all activity on the Account. You will be deemed to have received any electronic statement on the date we notify you electronically that it is available to you, whether or not you actually access it at that time. If you receive your statements in paper form via mail, you will be deemed to have received each statement on the third Business Day after the date of the statement. If within ten days of your regular statement date you do not receive any paper statement, or an electronic notice that an electronic statement has been made available to you, please notify us immediately. Unless otherwise required by law, your failure to receive or access or your delay in receiving or accessing any statement, whether due to failure of or delay in delivery by the U.S. Postal Service or foreign postal authorities or otherwise, does not relieve you from any of your responsibilities to timely report errors that are described under “Review of Statements” below.

Paid or “Cancelled” Checks and Other Posted Items. We will convert all original checks and other paper Items paid from the Account to images stored in electronic form, which we may include with your electronic or paper account statements and/or enable you to access separately online. If you have a printer, you may print hard copies of any online images for your records if desired. You agree that your paid checks are deemed to be made available to you at the same time your statement is made available. Please see the “Record Retention; Copies” section for information that applies if you want to request a copy of a paid check from us. Copies of some Items may not be available in any form, either at the time your statement is provided to you or subsequently. This may happen for various reasons, such as a Merchant’s converting a check you write into an electronic debit, resulting in the check itself not being sent to us. We are unable to provide you the originals of any checks or other paper Items. Your statement also includes information about each paid check and other Items that posted to your Account during the statement cycle, including date posted, amount and, if applicable, check number. You agree that when our statements include the above information, this information (coupled with your access to images of certain debit Items and your ability to request from us, where available, copies of paid checks or additional information about other Items) is sufficient to enable you to identify and determine the authenticity and correctness of any transaction.

Review of Statements; Notification of Errors and Unauthorized Transactions. You must promptly (i) check the correctness of each statement and any images of Items we make available to you; and (ii) notify us of any omissions from the statement or any forgeries, alterations, inaccurate entries or other unauthorized transactions or errors, by calling 1-800-769-2553 or writing to RBC Bank, P.O. Box 4598, Carol Stream, IL 60197-9924. You must notify us within 30 days after the date of the statement, and if there is a series of unauthorized transactions by the same wrongdoer, you must notify us no later than 30 days after the date of the *first* statement containing such transactions (the “serial wrongdoer rule”). If for any reason you are unable to access your statements for a period of time, you are nonetheless responsible for (i) reviewing your statements or making arrangements to have your statements reviewed by an Authorized Representative; and (ii) timely reporting any problems. If you do not notify us within the 30-day period described above, the statement will be deemed correct for all purposes, and we will have no liability for any errors or fraudulent transactions shown on the statement (or on subsequent statements, if the serial wrongdoer rule applies), regardless of the care or lack of care we may have exercised in handling your Account. If applicable laws mandate a longer

notification period, then that period will apply instead of the 30-day period. We may require you to promptly confirm any oral notice in writing. You agree that in no event will we have any liability relating to forgeries, alterations and other fraudulent activity that could not be detected by a reasonable person or by observing reasonable commercial standards. If we or applicable authorities decide to investigate and/or prosecute any alleged wrongdoing, either because of a loss to us or otherwise, you agree to reasonably cooperate in the investigation and/or prosecution.

Accuracy of Business Records. The internal business records we maintain in the normal course of our business, including those relating to the identities and authorized signatures of your Authorized Representatives, Instructions we receive from you, and transactions processed in connection with the Account, will be deemed correct and accurate in the absence of a clear and convincing showing of error.

Record Retention; Copies. Unless applicable law requires retention of a particular type of business record for a specified period of time, we may either not retain, or retain only for a period of time we consider appropriate, originals or copies of any Items deposited to or withdrawn from the Account, Instructions, statements and other information relating to transactions and the Account. Any documents we retain may be copies made and stored in any format we choose, such as electronic images. We generally destroy the originals of Items paid on your Account shortly after payment but retain copies for several years, as we do with statements. We will use reasonable efforts to provide you with copies of these types of documents upon your request, if they are available. You agree to pay us any charges we may assess for providing copies, which may be either listed on our Schedule of Fees or disclosed to you when you make your request. Unless otherwise provided by law, we will have no liability if we are unable to or otherwise do not provide any requested copies, or if the copies are of poor quality.

Bank's Right of Setoff and Security Interest. Unless prohibited by applicable laws or our records show that you hold the Account in a representative or fiduciary capacity (such as an estate or trust account), then as to any overdrafts, fees or other indebtedness or obligations you or any of your Affiliates may now or in the future owe to us or any of our Affiliates under the Agreement or otherwise: (i) we will have, and may exercise without prior notice to you, either on our own behalf or on behalf of any of our Affiliates, a right of setoff against any portion or all of the funds in the Account and any other accounts you or your Affiliates may have with us or any of our Affiliates; and (ii) you grant to us and our Affiliates a present and continuing consensual security interest in all funds in the Account and any other accounts you may have with us or any of our Affiliates, which we may enforce by seizing any such funds without prior notice to you. You understand and agree that "our Affiliates" as used in this section includes RBC Royal Bank, and that any Canadian accounts you may have with RBC Royal Bank as well as your U.S. accounts with us are subject to these provisions. If our exercise of any of these rights reduces the balance in any account, causing transactions or Items to be rejected, returned or dishonored, we will have no liability. You also agree that, in any instance when we are contemplating exercising our right of setoff or enforcing our security interest against any of your or your Affiliates' accounts, we may place a temporary or indefinite hold on any portion of the funds we deem appropriate, in lieu of actually seizing the funds immediately, so as to give you a reasonable time to make separate arrangements to reimburse us.

Adverse Claims, Account Disputes and Legal Process. This section applies in any situation where (i) we receive notice that an adverse claim or dispute (an "adverse claim") has been or may be asserted by any person against the Account or any funds in the Account; or (ii) a garnishment, attachment, levy or other legal process ("legal process") relating to you, the

Account or any funds in the Account is served on us or is otherwise validly levied or filed. An “adverse claim” may be asserted by an outside party, or it may involve matters of an “internal” nature such as disputes among your Authorized Representatives on an Account concerning ownership, right of access or other matters. Depending on the circumstances, we may consider our receipt of conflicting Instructions from Authorized Representatives as sufficient notice of an adverse claim. In addition to our other rights under the Agreement including (i) our setoff and security interest rights described above (which will take priority over any adverse claim or legal process unless otherwise required by law) and (ii) our right to freeze all or any part of the funds in the Account until the situation is resolved to our satisfaction, at our election we may, without liability, take any of the following actions to the extent permitted by law: (i) continue to rely on the current Account documentation in our records and reject any adverse claim; (ii) honor the adverse claim upon receipt of evidence we deem satisfactory to justify the claim; (iii) tender funds that are the subject of an adverse claim to an appropriate court of law for resolution, or initiate other legal proceedings; (iv) comply with any legal process, or refuse to comply if we do not believe such process is valid; or (v) take any other action we deem necessary or appropriate. Unless prohibited by law, you agree that we may charge any of your Accounts without prior notice to you, or that you will reimburse us upon our demand, for any losses or expenses (including reasonable attorneys’ fees) that we may incur in connection with any adverse claim or legal process or in connection with any action described above that we choose to take.

Inactive/Dormant Accounts. We may consider an Account to be (i) “inactive” when you have not made any deposits or withdrawals for a period of time that we consider substantial or (ii) “dormant” when it is inactive and we have lost contact with you, such as when mail is returned as undeliverable. We do not send statements on dormant Accounts. An inactive or dormant Account will continue to be subject to our normal account fees and may also, at our election and subject to applicable laws, be assessed a separate monthly inactive or dormant account fee which would be disclosed on our Schedule of Fees. If account activity resumes and/or you reestablish contact with us, we will not reimburse any fees already collected. After an extended period of dormancy as established by applicable state law, we may be required to pay the funds in the Account to the appropriate state as abandoned property.

Protection of Your Personal/Confidential Information; Disclosure of Information. We acknowledge that certain information about you and your Authorized Representatives that we obtain from you or that otherwise comes into our possession in connection with the Account may be personal or otherwise confidential. We will maintain the confidentiality of such information in accordance with the terms of the Agreement and our privacy and security policies and procedures for safeguarding information concerning our clients, which policies and procedures include compliance with any applicable laws. We may disclose information regarding you and your use of the Account to credit reporting and similar agencies, and to other persons if (i) the disclosure is necessary to enable you to use the Account for its intended purpose; (ii) the disclosure is necessary to comply with applicable laws; (iii) you give us permission to make the disclosure; or (iv) the disclosure is otherwise permitted by our privacy policies and procedures. Unless required by applicable laws, we have no obligation to notify you either before or after disclosing information under any of the above circumstances.

Anti-Money Laundering and Anti-Terrorism Laws; Economic and Trade Sanctions. To help the U.S. government fight terrorism and money laundering, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account. Accordingly, before we agree to open your Account, we will request certain information from you, including name, street address, taxpayer identification number, date of birth, driver’s license or other acceptable form of identification, and other information and/or

documentation that will allow us to identify the entity, the owners of the entity, and each of your Authorized Representatives. We may also ask for additional information at any time after you have opened an Account.

We may disclose to government authorities information you give us if we believe it is necessary or appropriate in meeting our obligations under applicable laws. We also monitor Account activity and report information when required by law, or when we otherwise deem it appropriate to satisfy our obligations under applicable laws. In some circumstances, if we believe you or any other person, in connection with your Account, has violated or may violate any laws or government orders relating to (i) anti-money laundering, (ii) anti-terrorism, (iii) economic or trade sanctions (including those issued by the U.S. Department of Treasury's Office of Foreign Assets Control, or OFAC), or (iv) any other applicable laws, we may choose or be required to take certain actions such as blocking or freezing funds, refusing to implement your Instructions, or suspending processing of a transaction pending greater scrutiny or verification. We may also pay funds to the appropriate governmental authority when required by law. We will have no liability relating to our making any determination or taking or refraining from taking any action described in this paragraph.

Each deposit to and withdrawal from the Account will constitute an implicit representation and warranty by you that: (i) you are not a person whose property or interest in property is blocked or subject to blocking pursuant to any applicable laws; (ii) you are not on the list of Specially Designated Nationals and Blocked Persons, and you are not subject to any limitations or prohibitions under any regulations or orders of OFAC; (iii) you have not been convicted or accused of terrorism, money laundering, or any felonious crime by any U.S. or international governmental or other authority; and (iv) you are in compliance with and do not engage in any dealings or transactions prohibited by any applicable laws, including the Bank Secrecy Act, the USA PATRIOT Act, the Trading with the Enemy Act, and the Foreign Corrupt Practices Act.

Publicity. You may not use RBC Bank's name or any of our trademarks or other intellectual property on your website, in any advertising or marketing efforts, or otherwise without our prior written consent.

Monitoring and Recording Communications. We may choose to monitor or record any of our telephone conversations with your Authorized Representatives or purported Authorized Representatives, but we have no obligation to do so. We do not have to remind you of our monitoring or recording at the time of each call, unless required by law.

Limits on the Bank's Liability. Unless otherwise expressly stated in this Agreement, we will not be responsible or liable for any losses, damages, expenses or the like that you or any other person may incur in connection with the Account or the Agreement, except to the extent they are caused directly by our gross negligence or willful misconduct. We will not be responsible or liable for the acts or inaction of any third parties (such as other banks or networks that may be involved in handling transactions relating to your Account), unless the party is our agent or service provider acting at our direction. We will not be considered negligent if you are unable to access or use the Account or if errors occur due to circumstances beyond our reasonable control, including those resulting from systems malfunctions or other technical failures, utility interruptions, acts of war or terrorism, and severe weather or other so-called "acts of God." In any situation where we do have liability to you or others, our liability will be limited to the face value of the Item or transaction involved or the direct and actual losses, damages or expenses incurred, and we will not be liable under any circumstances for loss of profits, or for any consequential, incidental, special or punitive damages, regardless of whether we have been informed of the possibility of such damages. By law, different liability rules may apply in certain

circumstances, and if they do, those rules will control to the extent the rules require, but our liability will be limited to the maximum extent permissible under those rules.

Bank's Disclaimer of Warranties. Except as expressly provided in this Agreement, the Bank disclaims all representations and warranties of any kind, express or implied, including any warranties relating to quality, performance, non-infringement, merchantability, and fitness for a particular use or purpose.

Indemnification. You agree to indemnify and hold harmless us, our Affiliates, and our and their shareholders, directors, officers, employees, Authorized Representatives, agents and independent contractors (collectively, the "Indemnified Parties"), against any losses, claims, damages, liabilities, judgments, settlements, costs and expenses (collectively, "Losses") that we or any of the Indemnified Parties may incur which arise as a direct or indirect result of: (i) your material default under or breach of the Agreement; (ii) your errors, negligent acts or omissions, willful misconduct or criminal conduct in connection with the Account or the Agreement; or (iii) your improper or illegal use or intentional misuse of any Account, including use by you in violation of any applicable laws. Your indemnification responsibilities will extend to any Losses arising from the acts or omissions of your Authorized Representatives, employees, agents, independent contractors, or any other persons acting at your direction or on your behalf. These responsibilities will not, however, apply to the extent any Losses are attributable to our gross negligence or willful misconduct or that of anyone acting at our direction or on our behalf.

Notices; Electronic Communications. Unless otherwise provided in the Agreement, any written notice you send to the Bank is effective when it is actually received by one of our Authorized Representatives, and any written notice we send to you is effective when it is deposited in the U.S. Mail and addressed to you at the applicable mailing address shown in our records. Some types of written notices that we send you may be included on or with other materials, such as your account statements. We may also use other methods of communication to send you certain types of notices – for example, email, fax, telephone, or by posting the notice on our website or within our Online Banking service. You may also use other methods (such as email, fax, telephone, or communication via Online Banking) to send us notices when a given method is expressly permitted by us for the type of notice involved. You and we agree that any permitted method of electronic communication except for telephone, such as email, fax, communication within Online Banking or (for communications we send you) website posting, will constitute a "writing" for purposes of any provision of the Agreement or applicable law that requires a particular type of notice or other communication to be in writing.

Address and Contact Information Changes. You must promptly notify us if you or any of your Authorized Representatives have a change of mailing or email address or other contact information. We may change your contact information on our records at the request of any of your Authorized Representatives or, with respect to your mailing address, upon receipt of notice of an address change from the U.S. Postal Service or foreign postal authorities, if applicable. Any changes will apply to all of your Accounts and any other services you may receive from us, unless you notify us that a change applies only to certain specified Accounts or services.

Referral Disclosure. If you are a client of RBC Royal Bank of Canada, and an RBC Royal Bank employee provides assistance to you in applying for accounts with RBC Bank (Georgia), N.A. or otherwise provides a referral to us, that employee may receive compensation under his or her compensation plan with RBC Royal Bank.

Changes in Terms. We may periodically amend certain provisions of the Agreement, or replace it entirely. Whenever the Agreement is revised or replaced, you agree that it will be adequate notice to you of the changes if we notify you that a new or revised version is available and tell you how you can obtain a copy. You also agree that the most current version of the Agreement supersedes all prior versions and will at all times govern your Accounts, and that your continued use of any Account after the effective date of any changes or new or revised version constitutes your agreement to be bound by the changes, regardless of whether you have obtained a copy.

Termination of Agreement and Closing of Account by You. You may terminate the Agreement and request that we close the Account at any time. Unless we agree otherwise, your Instructions to terminate the Agreement and close the Account must be in writing and delivered to us by mail at P.O. Box 4598, Carol Stream, IL 60197-9924. We will have a reasonable period of time to act upon your Instructions to close the Account, and we will have no liability for any transactions we process between the time we receive your Instructions and the time the Account is actually closed.

Termination of Agreement and Closing of Account by the Bank. We may terminate the Agreement and close the Account for any reason by giving you at least ten Business Days' written notice. We may also terminate the Agreement and close the Account immediately and without prior notice to you: (i) when the Account has a zero balance; (ii) based upon adverse information in credit reports or similar reports; (iii) based upon our or any of our Affiliates' adverse experiences with you relating to the Account or other accounts or relationships you maintain with us or our Affiliates; (iv) upon your default under or breach of any of your obligations under the Agreement or any other present or future obligation you may have to us or any of our Affiliates; (v) if you become subject to any proceeding under any bankruptcy, insolvency or similar laws; (vi) if we believe you are using or have used the Account in any fraudulent, dishonest, immoral or illegal manner; or (vii) if required by applicable laws.

Effect of Termination; Survival of Provisions. The rights, obligations and remedies of each party under this Agreement will not be affected by its termination. All transactions initiated prior to the effective date of termination will continue to be subject to the terms of the Agreement. Your indemnification and payment obligations to us will survive termination of the Agreement, as will any other provisions of the Agreement that either by their terms or inherent nature should be deemed to survive termination. If we receive any funds for deposit after the Account has been closed, we may reject the attempted deposit.

Waivers. No delay or omission by either party to exercise any right it has under this Agreement will impair or be construed as a waiver of that right, unless the party formally waives the right in writing. Either party may decline to enforce any of its rights or the other party's obligations under the Agreement in a particular circumstance or transaction. If that happens, it will not affect those rights or obligations with respect to any other past, present or future circumstance or transaction, and it will not be deemed to modify the Agreement.

Assignment and Delegation. The Agreement is for the benefit of and will be binding upon you and us and your and our permitted successors and assigns. You may not transfer or assign the Agreement or the Account without our written consent. We may transfer or assign our rights and obligations under the Agreement in whole or in part, and we may delegate, outsource or subcontract any of our responsibilities relating to the Agreement or the Account, all without notice to or approval by you.

Severability of Provisions. If any provision of the Agreement conflicts with applicable law, it will be deemed nullified to the extent it is inconsistent with the law, and the law will govern.

Also, if any provision, or its application to any party or particular circumstance, is determined to be invalid, illegal or unenforceable, then the remainder of the Agreement including, if applicable, the application of the provision to other parties or circumstances, will continue to be valid and enforceable to the extent permitted by law.

Governing Law. This Agreement will be governed, construed and enforced in accordance with the laws of the U.S. and the State of Georgia.

Entire Agreement; Conflicting Provisions. The Agreement supersedes any prior agreements and constitutes the complete agreement between you and us with respect to the Account, except to the extent that certain aspects of your use of the Account may be subject to other agreements relating to particular services (such as Online Banking). If there are any conflicts or inconsistencies within the Agreement or between the Agreement and any other agreements, we will be solely responsible for reconciling the conflicts or inconsistencies.

VISA* DEBIT CARD AGREEMENT AND DISCLOSURES

When you open a Business Checking Account, you may request that we send you a Visa Debit Card for use with the Account. As noted earlier, we do not currently issue Cards for use with Business Money Market Accounts. If we decide to offer that capability in the future, then this Visa* Debit Card Agreement and Disclosures section will also apply to Cards used in connection with those accounts.

Use of the Card is subject to (i) all applicable laws and regulations, including the rules and regulations of Visa Inc.; (ii) the provisions of this Visa* Debit Card Agreement and Disclosures section of the Agreement; and (iii) certain terms and conditions contained elsewhere in the Agreement. By requesting, signing, activating, using or authorizing the use of a Card, you agree to be bound by all of the provisions mentioned above.

Activating Your Card. For your protection, when we send you a Card, it is not activated. You must activate it either by calling the number on the sticker affixed to the Card or by entering your PIN at any participating ATM. We may make available additional methods for activating Cards in the future, such as online. You must also sign the signature panel on the back of the Card for it to be valid.

Using Your Card. We issue Cards only on eligible non-personal accounts that we approve for use with the Card. You may use your Card only for business, organizational or other non-personal purposes and not for personal, family or household purposes. Various methods of using the Card are described below. When using the Card, you may be asked to enter your PIN, to sign a sales slip or other document, or just to provide your Card number, expiration date and sometimes security code. If you use your Card number and other information without actually presenting the Card (such as for a mail, phone or internet purchase or payment), the legal effect will be the same as if you used the Card itself. We have no liability or responsibility if, for any reason, your Card or Card number is not honored by any Merchant, or if a Merchant fails to abide by the applicable network rules and regulations when accepting your Card. The Card is a debit card and not a credit card, and transactions conducted with the Card are not credit transactions, even when you choose the "credit" option.

ATM Cash Withdrawals. To withdraw cash from your Account, you may use the Card with your PIN at participating Visa*, NYCE*, PLUS* and other affiliated network ATMs.

ATM Deposits. To make deposits to your Account, you may use the Card with your PIN at participating Visa, NYCE and PLUS ATMs.

Balance Inquiries. You may use the Card at selected participating ATMs to make balance inquiries.

Purchases and Services; Cash Back. You may use the Card (with either your PIN, signature, or certain information from the Card, as may be required) to pay for purchases or services and to receive cash back (where available) at any Merchant that accepts Visa Debit Cards.

One-Time and Recurring Bill Payments. You may use the Card to make either one-time or preauthorized recurring payments of bills from Merchants that accept Visa Debit Cards for bill payments, by providing your Card number and other information the Merchant may require (such as expiration date and security code).

Cash Advances. You may use the Card to obtain cash advances at branches of other financial institutions which, as members of Visa, have agreed to provide such advances to Visa cardholders.

Frequency of Transactions; Limits on Dollar Amounts of Withdrawals and Purchases. You may make multiple cash withdrawals from ATMs each day, provided you do not exceed the maximum daily withdrawal amount (see below). You may also make multiple purchases each day (including PIN-based cash-back transactions), provided you do not exceed the maximum daily limits for PIN-based or signature-based transactions (see below). For purposes of determining whether you are within any of the daily limits described below, each day begins and ends at 12:00 midnight Central time (1:00 a.m. Eastern time).

ATM Withdrawal Limits. You may withdraw funds totaling up to \$1,000 (less the amount of any transactions that are unposted but have already been authorized) or up to the Available Balance in the Account, whichever is less, each day from participating Visa, NYCE, PLUS and other affiliated network ATMs. Please note, however, that the ATM owner/operator or network may set limits for individual transactions that are lower than this RBC Bank-prescribed daily limit.

PIN-Based and "PINless Debit" Transaction Limits. Using your PIN, you may make purchases and receive cash back totaling up to \$2,500 (less the amount of any transactions that are unposted but have already been authorized) or up to the Available Balance in the Account, whichever is less, each day at Merchants that accept the Card. Transactions which are subject to and count towards this \$2,500 daily limit also include so-called "PINless debit" transactions where neither a PIN nor a signature is provided – for example, when you make internet or telephone purchases or bill payments and provide only your Card number, expiration date and perhaps security code.

Signature-Based and Cash Advance Transaction Limits. When using your Card and signing for your purchases, or choosing the "credit" option, you may purchase up to \$2,000 (less the amount of any transactions that are unposted but have already been authorized) or up to the Available Balance in the Account, whichever is less, each day at Merchants that accept the Card. Cash advances obtained from branches of other financial institutions also are subject to and count towards this \$2,000 daily limit.

Other Limits. For security reasons, sometimes there may be other limits imposed on the amounts you may withdraw from ATMs or that you may use for purchases. Other limits may

also apply at participating Visa, NYCE, PLUS and other affiliated network ATMs, and Merchants may establish other limits on cash-back transactions.

Changes in Limits. Any of the limits described above are subject to change at any time.

Fees. We do not currently charge an RBC Bank fee for your use of participating Visa, NYCE, PLUS and other affiliated ATMs, unless the transaction is in a foreign currency (see “Foreign Currency Transactions” below). However, the ATM owner/operator or network may charge you a fee for a U.S. dollar transaction, or an additional fee for a foreign currency transaction, which will be disclosed to you at the ATM before you complete the transaction.

Authorized and Unauthorized Use. You are responsible for all transactions and charges incurred through use of the Card by you, anyone you allow to use the Card and, unless otherwise provided by applicable law or Visa policies, others who may use the Card or information from your Card without your permission. You agree to take reasonable precautions to prevent unauthorized use of your Card and the confidential PIN which we assign to you (and which you may change by calling 1-800-769-2553). You agree not to reveal your PIN to any unauthorized persons or to write it on your Card or in any other place which may be accessible to unauthorized persons. You must notify us promptly by calling 1-800-769-2553 if any unauthorized use occurs or is suspected, or if your Card or information relating to your Card is lost or stolen.

Restrictions on Use. You agree not to use or attempt to use an expired, revoked or otherwise invalid Card. You also agree not to use your Card in connection with any illegal or immoral activity or in connection with online gambling or to fund any account that is set up to facilitate online gambling. You may not use your Card for any purpose in any country that is subject to economic sanctions imposed by the U.S. Government, and any attempted use of a Card in such countries will be blocked. For security purposes, we may place other restrictions on your use of the Card from time to time. We may decline any transaction if for any reason it appears to us to be suspicious or potentially in violation of the Agreement or any applicable law.

Verification and Posting of Transactions. All transactions made using the Card are subject to our verification. Among other things, this means that any receipt you receive at the time you use an ATM or that you receive from a Merchant should not be considered final until we have verified the transaction. If any receipt and our records conflict, our records will control. Your account statement lists each transaction and the date it was posted to the Account. That date may be different from the date on your receipt, which is the date you conducted the transaction.

Preauthorization Holds. If a Merchant or another financial institution requests an authorization for a transaction you want to conduct (a preauthorization request), we may place a hold on your Account for the amount requested. Some Merchants may request preauthorization of an amount either higher or lower than the actual transaction amount that ultimately posts to the Account. Although we place a hold on the amount requested, your Account will be debited only for the actual transaction amount when the transaction is processed. Please note that while the hold remains on your Account, the Available Balance for subsequent debit transactions (including additional Card authorizations) may be reduced by the amount of the hold, and if your remaining Available Balance is not sufficient to cover all your checks, Card transactions, and other debit transactions and Items, you may incur NSF fees, as described further under “Nonsufficient Funds and Overdrafts” in this Agreement. We are not responsible for damages or losses of any type, including alleged wrongful

dishonor, if any transaction is not authorized or paid because of such a hold. We will remove a hold from your Account upon the sooner to occur of (i) the time when the actual transaction amount is debited from the Account (as long as we have received adequate information from the Merchant or other financial institution to “match” the hold with the completed transaction), or (ii) up to three Business Days after the preauthorization request.

Rejected Transactions and Overdrafts. When you do not have a sufficient Available Balance in the Account linked to your Card to cover a transaction, we may refuse a Merchant’s request for an authorization and the attempted purchase or payment transaction may not be completed, or you may not be able to complete an attempted withdrawal at an ATM or cash advance at a participating Visa institution. However, in some instances such a transaction may be completed despite the lack of sufficient funds. In such cases, you will be obligated to repay us the actual amount of the overdraft plus the NSF fee we will charge. Please see the “Nonsufficient Funds and Overdrafts” section for important details concerning overdrafts.

Stop Payments, Merchant Disputes and Refunds. With the exception of stopping preauthorized recurring payments as described below, you may not stop payment on any Card purchase or other transaction. If you have a dispute with any Merchant about goods or services you have purchased, it does not relieve you from your liability to us for the amount of the transaction and any associated fees. You must settle any disputes directly with the Merchant. If a Merchant misrepresents any aspect of its goods or services, we are not liable to you for any of your resulting damages or losses. You do not receive cash refunds for returns of merchandise or services purchased using your Card. When a Merchant gives you a refund, it is made on a credit receipt which must be presented to us through normal electronic or other processes, and which will be reflected on your account statement.

Preauthorized Recurring Payments. Preauthorized recurring payments occur when you authorize a Merchant to automatically initiate payments using information from your Card on a regular basis. If we issue you a new or replacement Card with a different number and/or expiration date, we may (but are not obligated to) provide your new Card number and expiration date to a Merchant with whom you have set up preauthorized recurring payments. You should notify the Merchant yourself to ensure that the Merchant receives the new information on a timely basis. If you want to discontinue the preauthorized recurring payments or to stop only a single payment in the series, or if your Card or the Account to which it is linked is closed, we recommend that you contact the Merchant, allowing adequate time for the Merchant to cancel the payment(s) and for us to implement the cancellation request (which may take up to several days). If you utilize this procedure, we are not responsible or liable for any failure by a Merchant to stop a payment or for your failure to notify the Merchant in time to stop any given payment. Instead of contacting the Merchant, you may ask us to stop the payment(s) by writing us at P.O. Box 4598, Carol Stream, IL 60197-9924, or calling us at 1-800-769-2553, in time for us to receive your request at least three Business Days before the next scheduled payment date. If you call, we may require you to promptly confirm your request in writing. You must give us all information we request to adequately identify the payment(s) to be stopped. There will be a charge for each stop payment order requested, as listed on our Schedule of Fees.

Foreign Currency Transactions. You may use your Card to make purchases or obtain cash back from Merchants, or to obtain cash from an ATM or bank branch, in foreign currency. Visa will convert to U.S. dollars any charge or credit made to your Account in a currency other than U.S. dollars, in accordance with Visa regulations then in effect. Currently, the exchange rate between the transaction currency and the billing currency used for processing international

transactions is (i) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate Visa itself receives, or (ii) the government mandated rate in effect for the applicable processing date. The exchange rate may differ from the rate in effect on the date of the transaction.

We charge an International Transaction Fee on each purchase or cash back transaction at a Merchant or cash withdrawal/advance at an ATM or bank branch, if the transaction is made in a foreign currency. We will post to your Account the total amount of the transaction in U.S. dollars including the International Transaction Fee (see our Schedule of Fees for the current amount). We will notify you in advance should that fee be increased.

Emergency Cash and Card Replacement – Consent to Disclosure of Information.

Emergency Cash and Emergency Card Replacement Services are Visa benefits that are available with Visa Debit Cards. We may provide personal information about you and any authorized cardholder or user to Visa Inc., any of its members, or any of their respective contractors for the purpose of providing to you, or any authorized cardholder or user, Emergency Cash and Emergency Card Replacement Services. By using the Card, you and each authorized cardholder or user expressly consent to the release of such personal information for this purpose.

Card Cancellation or Suspension. We may decide not to issue or renew any Card, or we may decide to cancel or suspend your Card privileges with or without cause or notice, unless otherwise required by law. All Cards remain our property and we may require their return to us at any time. If your Card privileges are terminated or suspended, you must surrender the Card(s) to us upon demand. The termination of Card privileges does not of itself affect other terms and conditions relating to the Account linked to the Card. If any Card we send you is returned undelivered or if a Card is reported as lost or stolen, we may restrict the use of the Card and, depending on the circumstances, of other Cards you may have with us. If you have not used the Card to conduct a transaction within the last 12 months, we reserve the right to cancel or suspend the Card without notice.

Bank Compensation. You acknowledge and agree that we may receive certain compensation relating to your use of the Card pursuant to our participation in various payment networks or from other parties involved in the processing of debit card transactions. This compensation may vary and is established by the networks or agreements among the parties involved.

Non-Visa Debit Transactions. We enable non-Visa debit transactions through NYCE and other network affiliations. These types of transactions include bill payments made at a Merchant's website and other internet-based transactions. You may be required to enter your PIN to initiate these transactions or to authenticate yourself as the cardholder through other measures established at the Merchant's website. Certain provisions applicable to your Card do not apply to these non-Visa debit transactions.

Disclaimers. We and Visa Inc. specifically disclaim all warranties of any kind, express or implied, arising out of or related to Visa Debit Cards or any core service or supplemental services provided in connection with Visa Debit Cards, including any warranty of MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, each of which is expressly excluded.

DISPUTE RESOLUTION – AGREEMENT TO ARBITRATE

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS HOW WE AGREE TO RESOLVE DISPUTES AND LEGAL CLAIMS THAT MAY ARISE BETWEEN US AS A RESULT OF THE ACCOUNT RELATIONSHIP. YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION AGREEMENT BY FOLLOWING THE STEPS SET OUT BELOW.

Introduction. If you do not reject this agreement to arbitrate (this “Arbitration Agreement,” which is a part of the Agreement), then for any claim or dispute that is subject to this Arbitration Agreement, neither you nor we will have the right to: (i) have a court, judge or jury decide the claim or dispute; (ii) gather information through the court-regulated discovery process, and your and our ability to demand documents or written responses to interrogatories or to depose individuals or entities will be substantially limited and, in some instances, prevented; (iii) participate in a class action as either a representative plaintiff or a passive class member in either a court or arbitration action; or (iv) join or consolidate a claim or dispute with claims or disputes of other parties. In addition, the right to appeal an award in arbitration is more limited than in court proceedings and may be unavailable.

What We Agree to Arbitrate. As used in the remainder of this Arbitration Agreement, the term “Claim” means any dispute, claim or controversy between you and us (excepting those described under “Excluded Claims and Proceedings” below) relating to your deposit accounts and any products or services that are ancillary to your deposit accounts such as Online Banking (all of the above, the “Account Relationship”). You and we agree to arbitrate all Claims whether pre-existing, present or future which arise as a result of the Account Relationship, the Agreement, or any transaction conducted between us related to the Account Relationship or the Agreement. “Claim” will have the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes Claims based on contract, tort, consumer rights, fraud or other intentional torts, constitutional, statutory, or regulatory provisions, ordinances, common law or equity. It includes Claims for money damages and for injunctive and declaratory relief. Either you or we may demand that any Claim(s) be resolved by individual (but not by class or representative) arbitration in accordance with the terms specified in this Arbitration Agreement.

Who Is Included in This Arbitration Agreement. For purposes of this Arbitration Agreement, the terms “we,” “us” and “our” include not only RBC Bank, but also its employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors and assigns. “We,” “us” and “our” also include third parties if you assert a Claim against such third parties in connection with a Claim you assert against us. “You” or “your” includes any person who brings a Claim on your behalf by asserting your Claim against us and also includes your heirs, successors and assigns.

Excluded Claims and Proceedings. If a dispute or controversy arises about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part of it (including the waiver of the right to represent or to participate in a class-wide claim), that dispute or controversy will be decided by a court of law rather than by an arbitrator. However, any dispute or controversy about the validity or enforceability of the Agreement as a whole will be decided by an arbitrator, not by a court of law. In addition, you or we are not required to arbitrate the following types of claims or proceedings: (i) any individual action brought in a small claims court (or an equivalent court of limited jurisdiction dedicated to resolving small disputes between individual litigants); however, if a claim originally brought in small claims court is transferred, removed or appealed to a different court, this Arbitration Agreement will control such further proceedings; (ii) any effort by you or us to exercise self-help rights, including any right of setoff described in any agreements between you and us and other self-help rights permitted by applicable law; and (iii) any individual action in court that either you or we bring for the limited

purpose of preventing the other party from using a self-help remedy, so long as that action does not seek damages or any form of monetary payment. If you or we begin or maintain any of the excluded claims or proceedings described in this paragraph, that fact will not waive your or our right to compel arbitration regarding any other dispute that is not an excluded claim or proceeding. If you are a member of a class that is defined in an action that has already been filed in a court of law, regardless of whether that class has been certified, you will not be prevented from participating in that class action unless you were bound by a prior version of an arbitration agreement with us at the time the class action proceeding was filed. In the event the class is not certified in any pending action, this Arbitration Agreement will control any future action on the same claim brought by you individually.

Federal Arbitration Act. Regardless of any other choice of law provision in the Agreement, you and we agree that this Arbitration Agreement represents a transaction involving interstate commerce and that the Federal Arbitration Act, Title 9 of the United States Code (the “FAA”), governs the interpretation and enforcement of this Arbitration Agreement and any proceedings brought pursuant to this Arbitration Agreement.

Class Action Waiver. Regardless of anything else in the Agreement, if either you or we elect to arbitrate a Claim, then neither you nor we will have the right to: (i) participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (ii) join or consolidate Claims with claims of any other individual or party. You and we agree that no arbitrator will have the authority to conduct an arbitration that violates this provision. You and we acknowledge that this class action waiver is a material and essential part of the Arbitration Agreement and is not severable from this Arbitration Agreement. If the class action waiver is limited, voided or found unenforceable, then the Arbitration Agreement between us (except for this sentence) will be null and void with respect to that proceeding. You or we will have the right to appeal the limitation or invalidation of the class action waiver. You and we acknowledge it is our agreement that under no circumstances will claims asserted on behalf of a class be arbitrated.

Arbitration Procedures. If you or we elect to arbitrate a Claim, the electing party must notify the other party in writing. This notice can be given without the necessity of starting a lawsuit, but the commencement of a lawsuit will not limit the other party’s right to demand arbitration. You may give notice of your intent to arbitrate a Claim by sending the demand in writing to: **RBC Bank, Attn: Law Group, 3475 Piedmont Road, NE, Suite 550, Atlanta, GA 30305**. Our notice to you will be sent to the most recent address you have provided us in connection with the Account Relationship. Any arbitration hearing that you attend must take place in a venue reasonably convenient to you.

Arbitration proceedings between us will be administered by and according to the rules of the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10018, www.adr.org, 1-800-778-7879; or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267. The rules and forms of the AAA and JAMS may be obtained by contacting these organizations using the information listed above. If the AAA and JAMS are unable or unwilling to serve as administrator, you and we may agree upon another administrator or, if we are not able to agree, we may jointly ask a court to determine the administrator. No person or entity may serve as administrator if it adopts or has in place any formal or informal rule or policy that is inconsistent with or that attempts to override the terms of this Arbitration Agreement, unless you and we agree to accept that rule or policy after you and we are fully aware of it. If any provision of this Arbitration Agreement conflicts with the rules or policies of the administrator applicable to the Claim between us, you and we agree that the provisions of this Arbitration Agreement will control the arbitration.

We will arbitrate before a single arbitrator appointed by the administrator. No one is qualified to serve as an arbitrator of any Claim brought pursuant to this Arbitration Agreement unless he or she is a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be required to follow rules of procedure and evidence that would apply in court, nor any state or local laws that relate to arbitration proceedings. The arbitrator will follow the substantive law of the jurisdiction whose laws control the Agreement, as set forth in the rules and regulations consistent with the FAA. If you request in writing, we will pay all filing, hearing and/or other fees charged by the administrator and the arbitrator to you for Claim(s) asserted by you in arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. We will always pay any fees or expenses that we are required to pay by law or by the administrator's rules or that we are required to pay for this Arbitration Agreement to be enforced. The arbitrator will have the authority to award attorneys' and expert witness fees and costs to the extent permitted by this Arbitration Agreement, the administrator's rules or the applicable law. The arbitrator will award you your reasonable attorneys' fees and expert witness fees and costs if (and to the extent) you prevail on Claim(s) you assert against us in arbitration, to the extent required or permitted under controlling law.

Your Right to Reject This Arbitration Agreement. You may reject this Arbitration Agreement if you do so in a timely and effective manner as described below, and in such event, you will not be required to resolve any dispute, controversy or claim relating to any aspect of the Account Relationship by arbitration. If you wish to reject this Arbitration Agreement, you must notify us in writing. The notice must state that you are rejecting the Arbitration Agreement contained in the Service Agreement for Non-Personal Accounts, and you must also provide your name and address and sign the written notice. You must send the notice to: **RBC Bank, Attn: Law Group, 3475 Piedmont Road, NE, Suite 550, Atlanta, GA 30305**. You must send us the notice so that we receive it within 45 days after you establish a new Account Relationship with us. If you reject the Arbitration Agreement, that fact will not change or modify any other terms or provisions of the Agreement other than the Arbitration Agreement section. We will not take any adverse action against you or your Account Relationship if you reject this Arbitration Agreement. You agree that our business records will constitute final and conclusive evidence of whether you rejected this Arbitration Agreement in a timely and effective manner. This Arbitration Agreement will apply to you and us and your complete Account Relationship with us, unless you reject it by providing proper and timely notice of rejection as set forth above. Our records will be deemed conclusive concerning the accounts, products and services which constitute your Account Relationship. The Account Relationship may include accounts held in the names of multiple parties (if applicable) as well as single entities, and it may include existing, new and future accounts, products and services which you open, establish or enroll in with us.


Thank you for being an RBC Bank client. For more information, please contact us at:

1-800-ROYAL53 (1-800-769-2553)

www.rbcbank.com

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RBC Bank

Addendum to the Service Agreement for Non-Personal Accounts

Please read this supplement and keep a copy for your records.

Effective July 1, 2018

This addendum sets forth amendments to the Service Agreement for Non-Personal, dated June 7, 2014 (the "Service Agreement"). These amendments are effective as of July 1, 2018. All terms, conditions and provisions of the Service Agreement that are not expressly amended by this Addendum remain in effect and have not changed.

The address for RBC Bank referenced in the **Arbitration Procedures** section on page 26 of the Agreement is changed to reflect a new address for notice of your intent to arbitrate a Claim. In addition, the address for RBC bank referenced in the **Your Right to Reject This Arbitration Agreement** section on page 27 of the Agreement has been changed to reflect a new address for notice to RBC Bank that you are rejecting the Arbitration Agreement. The address for notice of your intent to arbitrate a claim and notice that you are rejecting the Arbitration Agreement has changed from 3475 Piedmont Road, NE, Suite 550, Atlanta, GA 30305 to **8081 Arco Corporate Drive, Suite 400, Raleigh, NC 27617**.

The **Arbitration Procedures** section is amended to read as follows:

Arbitration Procedures. If you or we elect to arbitrate a Claim, the electing party must notify the other party in writing. This notice can be given without the necessity of starting a lawsuit, but the commencement of a lawsuit will not limit the other party's right to demand arbitration. You may give notice of your intent to arbitrate a Claim by sending the demand in writing to: **RBC Bank, Attn: Law Group, 8081 Arco Corporate Drive, Suite 400, Raleigh, NC 27617**. Our notice to you will be sent to the most recent address you have provided us in connection with the Account Relationship. Any arbitration hearing that you attend must take place in a venue reasonably convenient to you.

The **Your Right to Reject This Arbitration Agreement** section is amended to read as follows:

Your Right to Reject This Arbitration Agreement. You may reject this Arbitration Agreement if you do so in a timely and effective manner as described below, and in such event, you will not be required to resolve any dispute, controversy or claim relating to any aspect of the Account Relationship by arbitration. If you wish to reject this Arbitration Agreement, you must notify us in writing. The notice must state that you are rejecting the Arbitration Agreement contained in the Service Agreement for Non-Personal Accounts, and you must also provide your name and address and sign the written notice. You must send the notice to: **RBC Bank, Attn: Law Group, 8081 Arco Corporate Drive, Suite 400, Raleigh, NC 27617**. You must send us the notice so that we receive it within 45 days after you establish a new Account Relationship with us. If you reject the Arbitration Agreement, that fact will not change or modify any other terms or provisions of the Agreement other than the Arbitration Agreement section. We will not take any adverse action against you or your Account Relationship if you reject this Arbitration Agreement. You agree that our business records will constitute final and conclusive evidence of whether you rejected this Arbitration Agreement in a timely and effective manner. This Arbitration Agreement will apply to you and us and your complete Account Relationship with us, unless you reject it by providing proper and timely notice of rejection as set forth above. Our records will be deemed conclusive concerning the accounts, products and services which constitute your Account Relationship. The Account Relationship may include accounts held in the names of multiple parties (if applicable) as well as single entities, and it may include existing, new and future accounts, products and services which you open, establish or enroll in with us.