



## Online Funds Transfer Authorization and Agreement

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

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

We reserve the right to amend this Agreement at any time. We will provide you with notice of an amendment as required by law. We may provide notice of an amendment electronically and require acceptance of the amendment as a condition of continued use of the funds transfer services described herein. Acceptance of the amendment by a User and/or your use of the funds transfer services after we amend this Agreement will constitute your acceptance of such changes. You may decline changes by terminating your enrollment in the funds transfer services, in the manner provided in this Agreement, before the changes go into effect.

You agree that your electronic consent/acceptance or entry of information is legally binding on you and enforceable against you and is the legal equivalent of your handwritten signature.

You desire that we accept and execute your funds transfer instructions from time to time. In consideration of our providing funds transfer services, you agree as follows:

### 1. Definitions.

For the purposes of this Agreement:

- a. **Your account** means each and every account you maintain with us as sole owner, joint owner, officer, manager, agent or in some other fiduciary capacity. Your “designated account” means the account you maintain with us which you have requested that we debit in order to pay your payment order.
- b. **Agreement** means this Funds Transfer Authorization and Agreement, together with any related customer authorization card, as the same may be amended from time to time.
- c. **Authorized representative** means any person authorized by you on a customer authorization card or otherwise to initiate funds transfer instructions and to otherwise act on your behalf. The term “authorized representative” also includes any person we reasonably and in good faith believe to be your authorized representative and to have authority to act on your behalf. Any action you may take under this Agreement may be taken on your behalf by an authorized representative, and any action taken by an authorized representative shall be as fully legally binding on you as if you had taken the action yourself.
- d. **Customer authorization card** means any form we may use to collect authorized representative information or to effect your designation of authorized representatives, for the purpose of either issuing or verifying funds transfer instructions and for all other matters involving funds transfers.
- e. **Bank** means any bank, institution or other entity with which or through which funds transfer services are performed.
- f. **Beneficiary** means the person to be paid by the beneficiary’s bank.
- g. **Beneficiary’s bank** means the bank identified in a payment order in which an account of the beneficiary is to be credited pursuant to the payment order, or which otherwise is to make payment to the beneficiary if the payment order does not provide for payment to an account. The final bank in the funds transfer process is the beneficiary’s bank.
- h. **Funds transfer** means the series of transactions, beginning with your payment order, made for the purpose of making payment to the beneficiary of the order. The term includes any payment order issued by us or an intermediary bank intended to carry out your payment order. A funds transfer is completed upon the earliest to occur of the following: (i) by acceptance by the beneficiary’s bank of your payment order for the benefit of the beneficiary; (ii) by the receipt by the beneficiary of a draft for the funds transferred; (iii) by the receipt of the beneficiary of the funds transferred; or (iv) by the deposit of the funds transferred to the account of the beneficiary. A funds transfer may be accomplished by wire, telex, draft, or other means.
- i. **Funds transfer system** means a wire transfer network, automated clearing house, or other communication system of a clearing house or other association of banks through which a payment order by a bank may be transmitted to the bank to which the order is addressed.
- j. **Intermediary bank** means a receiving bank other than us or the beneficiary’s bank.
- k. **Payment order** means an instruction of a sender to a receiving bank, transmitted orally, electronically, or in writing, to pay, or to cause another bank to pay, money to a beneficiary. A payment order may not state a condition to payment to the beneficiary other than the time of payment. The receiving bank is entitled to reimbursement by debiting your account or otherwise receiving payment from you. An instruction to us includes an instruction transmitted directly to us or to an agent, funds transfer system, or communication system for transmittal to us.
- l. **Receiving bank** means the bank to which a sender’s instruction is addressed. Each bank that receives a payment order is a receiving bank. We are a receiving bank when you give us a transfer instruction.
- m. **Sender** means the person giving the instruction to a receiving bank, and includes you (when you give us instructions) and each bank that subsequently transmits your instructions.
- n. **Transfer instruction** means a payment order and any instructions relating thereto, including a request to amend or cancel the payment order.

## **2. Nature of Services.**

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

## **3. Authorized Representatives.**

You authorize us to execute transfer instructions (and in accordance therewith to debit your account) which we receive from you or from any authorized representative (whether designated by you on a customer authorization card, as a User on BOB Advantage, or otherwise authorized).

- a. If one or more authorized representatives was designated in writing on a customer authorization card, we expect you to keep such designation of authorized individuals current by periodically providing us with an updated customer authorization card, at minimum, when changes (either the addition or deletion of authorized representatives) occur. We will accept emergency verbal notices of termination of authority; however, any verbal notice you give us must be promptly confirmed by you in writing by submitting an updated customer authorization card. If you fail to update your customer authorization card promptly, we will not be liable for following any transfer instructions in reliance on the authorizations you provided on your most current customer authorization card on file, even if you have verbally notified us that one or more authorized representatives listed on the customer authorization card is no longer authorized to initiate transfer instructions.
- b. If an authorized representative was designated via BOB Advantage by your BOB Administrator, such authority must be terminated via BOB Advantage. No notice of termination of authority will be effective unless and until it is received by our Wire Transfer Department or its designated successor, and that department has had a reasonable opportunity to act on your notice.

## **4. Procedures for Transfer Instructions.**

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

## **5. Communication of Transfer Instructions.**

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

## **6. Transfer Instructions Submitted Via BOB Advantage.**

- a. In order to submit transfer instructions via BOB Advantage (if you are enrolled in such service), your BOB Administrator shall be responsible for designating Users with authority to submit funds transfer instructions via BOB Advantage on your behalf ("Funds Transfer Users"). Your BOB Administrator may also set dollar limits on transfer amounts for each Funds Transfer User per account. We shall not be responsible for the authorities and limits established by your BOB Administrator. We shall be entitled to rely solely on the designations made by your BOB Administrator and shall not be responsible for matching the names of the Funds Transfer Users designated by your BOB Administrator to names or titles listed elsewhere, such as in a signature card, customer authorization card, or banking resolution. You agree that any such online transfer instructions shall comply with our disbursement and security policies.
- b. Your BOB Administrator and Funds Transfer Users will have User IDs and passwords in order to access BOB Advantage and submit transfer instructions. Each Funds Transfer User will also be required to register his or her Multi-Factor Authentication (MFA)/Transaction Authentication device(s) on BOB Advantage prior to obtaining access to and use of the Funds Transfer Service. (BOB Advantage utilizes MFA/out-of-band Transaction Authentication and other security tools that provide additional layers of security when initiating certain types of transactions from BOB Advantage. Any MFA/Transaction Authentication device(s) utilized by BOB Advantage are separate applications from BOB Advantage and will be required for all BOB Users who have access to originate Wire Transfers.) Any intentional bypassing of required BOB Advantage security controls, or installation or usage of MFA/Transaction Authentication devices or applications not expressly authorized by First Citizens for use with BOB Advantage, is done so at your own risk. You agree that you will ensure that your BOB Administrator and the Funds Transfer Users shall not

give or make available their user IDs or passwords to any other persons or entities and shall take customary and reasonable precautions to keep their User IDs and passwords secure. You agree to comply with our security procedures, including those described in this Agreement and any other security procedures established by us from time to time. You further agree that we are entitled to rely on any transfer instructions we receive so long as the transfer instructions comply with our security procedures, and we shall not be liable for any loss or damage incurred by you with respect to the authorization of a transfer so long as we followed our security procedures.

#### **7. No Obligation to Accept Transfer Instructions; Available Balances.**

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

#### **8. Method of Transmitting Transfers.**

We may execute transfer instructions through an intermediary bank, funds transfer system (such as an automated clearing house or "Fedwire," the funds transfer system owned and operated by the Federal Reserve System) or other third party communication system as we, in our sole discretion, may select. We will not be liable for the default or errors of such an intermediary or system and any such intermediary or system selected by us in executing your transfer instructions will be considered your agent.

#### **9. Confirmations.**

We will send you written confirmation of the execution of your payment orders, in the form of either (a) an advice by facsimile, email or other electronic means if you have registered with us to receive such advices, or (b) a periodic account statement. You agree to notify our Wire Transfer Department by telephone immediately upon learning of any unauthorized payment order or any other discrepancy from your transfer instructions. We will be discharged from any loss or liability to the extent caused by your delay in giving us such notification. Without regard to care or lack of care on our part or your part, if you have failed to discover and report to our Wire Transfer Department any unauthorized payment order or any other discrepancy with respect to a transfer instruction within 14 calendar days from the date we first notify you of the payment order (whether by debit advice, periodic statement or otherwise), you will be precluded from asserting against us the unauthorized payment order or other discrepancy. Upon our request, you will promptly provide to us written confirmation of any notice you give pursuant to this paragraph.

#### **10. Amendment or Cancellation of Transfer Instructions.**

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

#### **11. Fees.**

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

#### **12. Debiting of Account; Overdraft.**

When we receive a payment order from you, you authorize us to debit your designated account in the amount of the payment order plus all related fees. If your designated account does not contain sufficient available funds or we are otherwise unable to debit your account for the full amount of the payment order and all related fees, you will immediately reimburse us upon demand for any payment order we honor, together with all related fees and interest at *The Wall Street Journal* prime rate plus one percent, as that rate may change from time to time, or we may debit any other of your accounts with us. If a payment order creates an overdraft, you agree to pay promptly after demand the amount of the overdraft, together with all related fees and interest at *The Wall Street Journal* prime rate plus one percent, as that rate may change from time to time. We may offset any of your accounts with us in order to pay any sums you owe us, including interest and fees. Nothing in this Agreement will be construed, however, to require us to execute a payment order if you fail to have sufficient available funds in your designated account to cover the payment order.

#### **13. Security Procedures.**

- a. You agree to utilize the security procedure ("Security Procedure") in communicating all transfer instructions pursuant to this Agreement. The sole purpose of using the Security Procedure is to verify that a transfer instruction has been validly issued by you or on your behalf. The Security Procedure is not designed for the purpose of error detection. The Security Procedure for transfer instructions will consist of all of the procedures we and you use to verify that the instruction is your instruction, and shall include, but not be limited to, the following: (i) your designation of one or more authorized representatives for call back purposes, which designation shall be communicated to us in a form satisfactory to us; and (ii) your designation of one or more telephone numbers which we may use to verify the authenticity of a transfer instruction. We may rely on the telephone number(s) and on any list of authorized representatives you provide us until we receive and are able to distribute to our affected employees your notice changing the telephone number(s) or your authorized representatives. Any notice you give in writing concerning a telephone number or an authorized representative must be cancelled or changed in writing by updating your customer authorization card. Such notice to cancel or change a telephone number or authorized representative may initially be oral, but you must promptly confirm in writing any oral notice you give us. From time to time we may establish a dollar amount for transfer instructions above which amount we may orally verify the instruction by either calling one of the telephone numbers you provide us and speaking to any person who identifies himself or herself as an authorized representative or calling any User your BOB Administrator has established (a "call back"). If the amount of the instruction equals or exceeds the dollar amount established by us for call backs, we may verify the requested instruction by a call back. Our failure to verify or otherwise authenticate a transfer instruction will not be construed as a failure to exercise reasonable care or a lack of good faith.

- b. We may require the use of and implement other or additional security procedures, including the use of a PIN (personal identification number) or other similar code systems. For transfer instructions initiated via BOB Advantage, we may require you to review and approve such transfers electronically. You agree that you will maintain the confidentiality of any security procedures and prevent the disclosure of such procedures except on a “need to know” basis. You will notify us immediately if you discover that any of the procedures relating to the transfer of funds may have been compromised or disclosed, and you will promptly confirm such information in writing to us. Any transfer instruction which is issued by you or in your name using the Security Procedure, accepted by us in compliance with the Security Procedure, and acted upon by us in good faith will be effective as your valid transfer instruction, and you agree to be legally bound thereby even if the instruction was not authorized by you.
- c. You have carefully analyzed the Security Procedure which will be used in connection with your transfer instructions and you acknowledge that the Security Procedure identified in this Agreement is a satisfactory method of verifying the authenticity of transfer instructions based on your needs and that the procedure is commercially reasonable. You agree to indemnify, defend and hold us harmless from and against any and all losses, damages, claims and expenses (including our attorney fees whether or not a lawsuit is filed) caused by or as a result of your failure to maintain the confidentiality of the Security Procedure. The Security Procedure will apply not only to payment orders but also to any attempted cancellation or amendment of a payment order. We may change a Security Procedure if we reasonably believe that the confidentiality of the procedure has been compromised or if we believe in good faith that a change in the Security Procedure is necessary or appropriate to maintain a commercially reasonable security procedure.

#### **14. Virus Protection, Firewalls and Malicious Software (“Malware”)**

- a. You are obligated to take security precautions to protect your computer. There are a number of means and mechanisms by which other persons may obtain information from your computer or trick you or other Users in order to gain control of your computer (or any computer used to access your accounts). Such unauthorized persons may obtain such access and/or control when you or other individuals use your computer to, among other things, access information on removable or network storage, and/or use the Internet for purposes of sending and receiving emails, browsing various websites, and conducting searches – all things you are likely to do on your computer on a regular basis. Specifically, you may be unwittingly induced to install on your computer malicious software (“malware”), commonly referred to, among other names, as computer viruses, worms, trojan horses, rootkits, backdoors, spyware, and adware, when, for example, you open an email attachment, click on a link in an email, click poisoned links within search results which lead you to other sites controlled by fraudsters, browse websites that have been attacked by viruses, install counterfeit software that appears legitimate but may contain malware, or insert on your computer removable storage devices such as CDs, MP3 players, and other USB memory devices. Once malware is installed on your computer, it is very difficult to detect using traditional antivirus software products running on the infected computer, and financial malware in particular is generally undetectable by all but a few antivirus products and often goes unnoticed until after unauthorized transactions have occurred.
- b. We protect our own network and systems with various security protocols, but are under no obligation to determine if your computer (or any computer by which you access your accounts) is secure or if it is or may be compromised or insecure. We encourage you to routinely scan your hardware and software using reliable and current virus, firewall and malware protection products of your choice to protect from, detect and remove any viruses and malware found. A virus on your computer that goes undetected or unrepaired may corrupt and destroy your programs, files and even your hardware and may result in unauthorized transactions from your accounts.
- c. We recommend, in summary, that you do the following when using your computer to send payment orders and conduct other financial transactions:

Access your accounts on one or more computers dedicated exclusively to performing financial work on which only essential security and financial software is installed. If you chose not to dedicate one or more of your computers exclusively to performing financial work, we especially encourage you to exercise caution when using your computer for activities unrelated to performing financial work.

Do not access your accounts at Internet cafes and public WI-FI hotspots.

Secure the computer(s) used to originate ACH transactions in a restricted area, and limit access to these computer(s).

Monitor and reconcile your accounts regularly.

Use the Internet cautiously.

Notify us if you receive an online request to provide confidential information or data.

Take note of any strange or unusual messages or activity on your computer.

Use current virus, firewall and malware protection products on the computer(s) you use to perform financial work.

Rebuild your computer if it becomes infected.

#### **15. Records.**

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

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

#### **16. International Transfers.**

You understand that all deposits to and withdrawals from your account to effect a funds transfer will be processed in U.S. dollars or, at your option, converted into the currency of the beneficiary. We will convert funds to or from U.S. dollars at our quoted rates of exchange at the time of conversion. As a result, you will bear all foreign exchange rate risk. The quoted rates of exchange includes a spread, which compensates us for the wire transfer service. If you elect to initiate an international wire transfer in U.S. dollars, you acknowledge that the receiving or beneficiary bank may elect to pay the beneficiary in foreign currency at an exchange rate determined by the receiving or beneficiary bank. If the beneficiary bank does not pay the beneficiary specified in a wire transfer order that is payable in foreign currency and the funds are returned to us, we will not be liable for a sum in excess of the value of the funds after they have been converted from foreign currency to U.S. dollars at our buy rate for exchange on the day the returned funds are received by us.

#### **17. Liability.**

Our duties and responsibilities are limited to those described in this Agreement. With the exception of acts of gross negligence, fraud, or willful misconduct, we will not be liable to you for any error, for any acts done or steps taken or omitted by us in good faith, for any mistake of law or fact, or for anything we do or fail to do in good faith in connection with this Agreement. We will not be liable to you for any special, indirect or consequential

damages (such as loss of profits, income or interest), even if you have advised us of the possibility that you may sustain these types of damages. We will not be responsible for any liability, loss or damage resulting from: (i) your negligence; (ii) any delay in performing or failing to perform responsibilities under this Agreement caused by an act of God, terrorist threat or act thereof, fire, or other catastrophe; (iii) mechanical, electrical or computer failure; (iv) any incorrect use of the Security Procedure, any unauthorized or fraudulent use of the Security Procedure or other fraud by any person other than one or more of our employees; (v) acts of, delays or failure to act by any carrier, intermediary, correspondent and/or agent operating between us and you, or between us and other banks, or by recipients of transferred funds and their personnel; (vi) any delays or errors in international funds transfers arising from language differences, difficulties or incompatibility in communication or computer systems, or time or date differences; (vii) strikes, riots, civil insurrection or war; or (viii) without limiting the generality of this paragraph, any other cause beyond our control. We will not be liable for any loss resulting from the fraudulent, unauthorized or otherwise improper communication of payment orders to us, and you acknowledge and agree that we will be entitled to rely upon the genuineness of all payment orders received by us which we reasonably believe were made by you or your authorized representative.

#### **18. Indemnification.**

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

#### **19. Termination.**

Either party may terminate this Agreement at any time upon written notice to the other. Termination of this Agreement, however, will not affect the parties' respective rights and obligations with respect to payment orders executed prior to the date of termination. This Agreement will terminate automatically and without notice to you if your account is closed or you do not give us any transfer instructions for a period of five (5) years.

#### **20. Notices.**

- a. Except as we have otherwise specifically provided in this Agreement, any written notice which you are required to give us, including to add or delete authorized representatives for callback verification, must be signed by you or another signer on your account and delivered to us at your local branch or digitally signed by you and delivered to us through mutually agreed upon electronic means. If you are a BOB Advantage customer, you may also send us notices electronically through your BOB Advantage service. Any notice you give us will not be effective until it is actually received by our Wire Transfer Department and our Wire Transfer Department has had a reasonable time to act upon it.
- b. Except as otherwise specifically provided in this Agreement, any written notice we are required to give you is effective when we mail the notice to you at the mailing address we have for you in our account records, or when we deliver the notice to you through mutually agreed upon electronic means, including electronically through your BOB Advantage service.
- c. You shall advise us in writing of any changes of your address.

#### **21. Miscellaneous.**

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

#### **22. Incorporation by Reference.**

Each of your wire transfer instructions incorporates this Funds Transfer Authorization and Agreement by reference. This Agreement is binding upon any customer who executes a wire transfer instruction.