

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into as of February 15, 2026 (the "Effective Date"), by and between:

PINNACLE FINANCIAL PARTNERS INC., a Tennessee corporation ("Client"), with its principal place of business at 150 Fourth Avenue North, Suite 900, Nashville, TN 37219; and

STERLING ADVISORY GROUP LLC, a Delaware limited liability company ("Consultant"), with its principal place of business at 1735 Market Street, Suite 2800, Philadelphia, PA 19103.

1. SCOPE OF SERVICES

1.1 Services. Consultant shall provide the following advisory and consulting services to Client (collectively, the "Services"):

(a) Regulatory Compliance Assessment: A comprehensive review of Client's compliance framework with respect to the Dodd-Frank Act, Bank Secrecy Act/Anti-Money Laundering (BSA/AML), Consumer Financial Protection Bureau (CFPB) regulations, and the Community Reinvestment Act (CRA);

(b) Risk Management Enhancement: Development and implementation of an enterprise risk management ("ERM") framework, including credit risk modeling, operational risk assessment, and market risk analytics;

(c) Technology Modernization Advisory: Strategic assessment of Client's core banking systems, digital transformation roadmap, and fintech integration opportunities;

(d) Board Governance Advisory: Preparation of board presentations, regulatory exam preparation, and corporate governance best practices documentation; and

(e) Training and Knowledge Transfer: Up to forty (40) hours of on-site training sessions for Client's compliance, risk, and technology teams.

1.2 Deliverables. Consultant shall deliver the following written deliverables ("Deliverables") on the schedule set forth in Exhibit A:

- Phase 1 — Compliance Gap Analysis Report (Week 4)
- Phase 2 — ERM Framework Documentation (Week 8)
- Phase 3 — Technology Assessment and Roadmap (Week 12)
- Phase 4 — Final Recommendations Report (Week 16)
- Phase 5 — Training Materials and Playbooks (Week 18)

2. PAYMENT TERMS AND FEES

2.1 Fixed Fee. Client shall pay Consultant a total fixed fee of Four Hundred Seventy-Five Thousand Dollars (\$475,000.00) for the Services, payable as follows:

- (a) Twenty-five percent (25%) — \$118,750.00 — upon execution of this Agreement;
- (b) Twenty-five percent (25%) — \$118,750.00 — upon delivery and acceptance of Phase 2 Deliverables;
- (c) Twenty-five percent (25%) — \$118,750.00 — upon delivery and acceptance of Phase 4 Deliverables;
- (d) Twenty-five percent (25%) — \$118,750.00 — upon delivery and acceptance of all Deliverables.

2.2 Additional Services. Any services requested by Client beyond the scope of this Agreement shall be provided at the following hourly rates:

Senior Partners: \$750.00 per hour
Directors: \$550.00 per hour
Senior Consultants: \$400.00 per hour
Analysts: \$275.00 per hour

2.3 Expenses. Client shall reimburse Consultant for reasonable travel and out-of-pocket expenses incurred in connection with the Services, subject to Client's expense policy and a monthly cap of Fifteen Thousand Dollars (\$15,000.00). Air travel shall be coach class for flights under four (4) hours; business class is permitted for longer flights.

2.4 Payment Terms. All invoices are due and payable within thirty (30) days of receipt. Late payments shall bear interest at the rate of one percent (1%) per month or the maximum rate permitted by law, whichever is less.

2.5 Taxes. All fees are exclusive of applicable sales, use, and value-added taxes, which shall be the responsibility of Client.

3. TERM AND TERMINATION

3.1 Term. This Agreement shall commence on the Effective Date and shall continue until the earlier of: (a) the completion of all Services and acceptance of all Deliverables; or (b) eighteen (18) months from the Effective Date (the "Term").

3.2 Termination for Convenience. Either Party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other Party.

3.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party: (a) materially breaches any provision of this Agreement and fails to cure such breach within fifteen (15) days after written notice; (b) becomes insolvent or files a petition in bankruptcy; or (c) is found to have engaged in fraud, willful misconduct, or illegal activity.

3.4 Effect of Termination. Upon termination: (a) Consultant shall deliver all completed and in-progress Deliverables to Client; (b) Client shall pay Consultant for all Services performed and expenses incurred through the effective date of termination; (c) if Client terminates for convenience, Client shall pay a termination fee equal to ten percent (10%) of the unearned portion of the fixed fee; and (d) all confidentiality obligations shall survive termination.

3.5 Transition Assistance. Upon termination or expiration, Consultant shall provide reasonable transition assistance for a period of up to thirty (30) days at Consultant's then-current hourly rates.

4. CONFIDENTIALITY

4.1 Definition. "Confidential Information" means any non-public information disclosed by one Party ("Discloser") to the other Party ("Recipient") in connection with this Agreement, including business plans, financial information, customer data, regulatory examination reports, technology systems, security protocols, and any information marked or designated as confidential.

4.2 Obligations. Recipient shall: (a) use Confidential Information solely for the purposes of this Agreement; (b) protect Confidential Information using at least the same degree of care as it uses for its own confidential information, but no less than reasonable care; (c) not disclose Confidential Information to any third party without Discloser's prior written consent; and (d) limit access to Confidential Information to those employees and contractors with a need to know who are bound by confidentiality obligations no less restrictive than those herein.

4.3 Regulatory Confidentiality. Consultant acknowledges that certain information provided by Client, including regulatory examination reports and correspondence with banking regulators, is subject to heightened confidentiality requirements under federal and state banking laws. Consultant shall not disclose such information to any third party under any circumstances without Client's prior written consent and applicable regulatory approval.

4.4 Duration. Confidentiality obligations shall survive the termination or expiration of this Agreement for a period of five (5) years, provided that obligations with respect to trade secrets shall continue indefinitely.

5. INTELLECTUAL PROPERTY

5.1 Client Ownership. All Deliverables created by Consultant specifically for Client under this Agreement shall be the property of Client. Consultant hereby assigns to Client all right, title, and interest in the Deliverables.

5.2 Consultant Tools. Notwithstanding Section 5.1, Consultant retains all rights in its pre-existing methodologies, frameworks, tools, templates, and know-how ("Consultant Tools"). To the extent Consultant Tools are incorporated into Deliverables, Consultant grants Client a non-exclusive, perpetual, royalty-free license to use such Consultant Tools solely in connection with the Deliverables.

5.3 Feedback. Any feedback, suggestions, or improvements proposed by Client regarding Consultant Tools shall not create any intellectual property rights in favor of Client.

6. INDEMNIFICATION

6.1 Indemnification by Consultant. Consultant shall indemnify, defend, and hold harmless Client and its directors, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Consultant's breach of this Agreement; (b) Consultant's negligence or willful misconduct; (c) any infringement of third-party intellectual property rights by the Deliverables; or (d) any violation of applicable law by Consultant in performing the Services.

6.2 Indemnification by Client. Client shall indemnify, defend, and hold harmless Consultant and its members, managers, employees, and agents from and against any and all claims, losses, damages, liabilities, and expenses arising out of or related to: (a) Client's breach of this Agreement; (b) Client's use of the Deliverables; or (c) any inaccurate or incomplete information provided by Client.

6.3 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. CONSULTANT'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE UNDER THIS AGREEMENT.

7. REPRESENTATIONS AND WARRANTIES

7.1 Consultant Warranties. Consultant represents and warrants that: (a) it has the authority to enter into this Agreement; (b) the Services will be performed in a professional and workmanlike manner consistent with industry standards; (c) its personnel have the qualifications, experience, and licenses necessary to perform the Services; (d) the Deliverables will not infringe any third-party intellectual property rights; and (e) it will comply with all applicable laws and regulations.

7.2 Client Warranties. Client represents and warrants that: (a) it has the authority to enter into this Agreement; (b) it will provide timely access to information, personnel, and facilities necessary for Consultant to perform the Services; and (c) all information provided to Consultant will be accurate and complete in all material respects.

8. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and nothing in this Agreement shall create an employer-employee, partnership, joint venture, or agency relationship between the Parties. Consultant shall be solely responsible for all taxes, insurance, and benefits for its personnel.

9. GOVERNING LAW AND JURISDICTION

9.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflicts of law provisions.

9.2 Jurisdiction. Any dispute arising under this Agreement shall be resolved exclusively in the state or federal courts located in Davidson County, Tennessee.

9.3 Dispute Resolution. Prior to initiating any litigation, the Parties agree to participate in good-faith mediation in Nashville, Tennessee. If mediation does not resolve the dispute within forty-five (45) days, either Party may pursue its legal remedies.

10. GENERAL PROVISIONS

10.1 Entire Agreement. This Agreement, including all exhibits, constitutes the entire agreement between the Parties.

10.2 Amendments. This Agreement may be amended only by a written instrument signed by both Parties.

10.3 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of substantially all assets.

10.4 Force Majeure. Neither Party shall be liable for delays caused by events beyond its reasonable control.

10.5 Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PINNACLE FINANCIAL PARTNERS INC.

By: _____

Name: William T. Archer

Title: Chief Operating Officer

Date: _____

STERLING ADVISORY GROUP LLC

By: _____

Name: Catherine R. DeLuca

Title: Managing Partner

Date: _____