

Welcome to Citi® Payment Exchange (“PMTX”) Network

The PMTX portal allows you to join a network of business partners (the “PMTX Network”) in support of migrating from paper based payments to electronic means of payment. Your organization has been identified as a payment recipient by a Citi client (“Company”) to whom Citi provides payment services (the “PMTX Service”). The PMTX Services enables Citi’s clients to migrate their Accounts Payable from checks to electronic payments, including but not limited to ACH and Virtual Cards. In connection with the PMTX Service which Citi provides to its clients, the PMTX portal allows you to establish a PMTX Profile on behalf of your organization (the “Profile Owner”) containing information used to pay you and provide related remittance and reconciliation information. At your selection, Citi will make this information available to those of its clients that you link with to facilitate their conversion from paper to electronic for your Accounts Receivable.

As the Profile Owner, your use of the PMTX portal and inclusion in the PMTX Network is subject to these Conditions of Use.

By selecting “**I agree**” and completing the Profile Activation Process, you accept these Conditions of Use, and individually affirm that you have the authority on behalf of your organization that is the Profile Owner.

1. The PMTX Profile

The PMTX Network allows a Profile Owner to selectively provide its business partners with access to information relevant to its Accounts Receivable. The Profile Owner controls and manages this information on the PMTX portal.

You should only link your organization’s PMTX Profile with other Companies with whom you wish to share such information. You agree to link only with Companies with whom you have a bona-fide business relationship.

2. Profile Owner Responsibilities

Provide Accurate Information. You are responsible for maintaining current and accurate information in your organization’s PMTX Profile.

Maintain Password Security. You are responsible for the security and confidentiality of the password(s) used to access the PMTX portal and your PMTX Profile. You should not share your password with others or use anyone else’s password.

Allow EFT Credit Payments. To the extent your PMTX Profile includes electronic payment information for bank accounts (each referred to as a “Transaction Account”) into which you accept electronic fund transfers (“EFT”) such as ACH payments, you authorize each paying Company with whom you share your PMTX Profile to make payments by EFT into your designated Transaction Account. In addition, you agree to provide accurate payment information and any updates to payment instructions in your PMTX Profile.

Allow Virtual Card Payments. To the extent your PMTX Profile indicates you will accept payment via a charge to a Virtual Card, you authorize each paying Company with whom you share your PMTX Profile to

send a Virtual Card payment number and instructions to the email address registered in your PMTX Profile. You agree to provide a bona-fide business email address to enable such instruction delivery.

3. PMTX Network Processing

Use of Information You Provide. Citi may use, disclose, validate, transfer, or store the information in your PMTX Profile in connection with Citi's providing the Payment Exchange Service to its clients. The information included in the PMTX Profile will be stored in the portal until such time as the Profile Owner deletes it. By accepting these Conditions of Use, you further understand and agree that Citi will perform an inquiry to validate the bank account and related information and details you have provided in your organization's PMTX Profile, in an effort to confirm the accuracy of such information in connection with the PMTX Service which Citi provides to its clients, and that this validation process will include Citi's obtaining a consumer report under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. for purposes of such validation. You agree that Citi may share the information in your PMTX Profile with those Companies you have linked to on the PMTX Network for the purpose of enabling delivery of payment and payment related information to you, and these Companies may retain such information even after they have terminated or stopped using the PMTX Service. Citi will also use the information in your PMTX Profile to perform a match against lists of payees provided by other current and prospective Citi clients who currently utilize or are interested in utilizing the Citi Payment Exchange Service to enable delivery of payment and payment related information ("Matching"). Citi will perform Matching solely for the purpose of determining whether Companies may have the opportunity to invite you to link your organization's PMTX Profile with them in the PMTX portal to enable delivery of payment and payment related information.

Your Access to the PMTX portal. Citi reserves the right to suspend or terminate your access to the PMTX portal at any time and for any reason, including without limitation, (i) to comply with law or regulation, (ii) to prevent actual or suspected interference with the PMTX portal, or (iii) suspected misuse of the PMTX portal.

4. Limitation of Liability

You agree that neither Citi nor any Company will have liability to you for any indirect, incidental, special, consequential or exemplary damages in connection with the PMTX Service, the PMTX Network, or the PMTX portal.

5. Choice of Law

Your inclusion in the PMTX Network, use of PMTX portal, and these Conditions of Use are subject to New York law.