

Commercial Banking Account Agreement and Treasury Management Services Terms and Conditions

Effective October 25, 2023

COMMERCIAL BANKING ACCOUNT AGREEMENT AND TREASURY MANAGEMENT SERVICES TERMS AND CONDITIONS

These Treasury Management Services Terms and Conditions (as restated, amended, or otherwise modified from time to time, these "**Terms**") are hereby provided by Axos Bank® ("**Bank**"), a federal savings association, to you ("**Customer**"). By executing the Commercial Banking Account Application and Signature Card (the "Signature Card") or Commercial Banking Treasury Management Services Form (the "**TM Form**"), Customer acknowledges agreement with the terms and conditions set forth herein.

These Terms establish the terms and conditions of certain services and contain the rights and responsibilities of Bank and Customer in connection therewith. When you use a Service listed in these Terms, you agree to be bound by all terms, conditions and procedures as outlined in these Terms. In addition, to the extent you are a Third-Party Sender, as defined by NACHA, and ACH services are requested, you agree to enter into, and to abide by, the terms of an ACH Origination/Third Party Sender Agreement. To the extent lockbox services are requested, you agree to enter into, and to abide by, the terms of a Lockbox Agreement. In the event of any conflict between these Terms and any such Third-Party Sender Agreement or Lockbox Agreement, the Third Party Sender Agreement or Lockbox Agreement (as applicable) shall control.

By signing the TM Form (whether manually or electronically), you agree to the terms and conditions contained in these Terms. We may change, add to, or delete from the terms and conditions disclosed in these Terms and any user materials furnished to you from time to time. You acknowledge your acceptance of those changes by continuing to use the affected Service(s).

ARTICLE I

GENERAL TERMS AND CONDITIONS

In these Terms, "**we**", "**us**", and "**our**" refer to Bank. The words "**you**" and "**your**" refer to you, our Customer.

1. **Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the definitions given to such terms below. Capitalized terms used herein but not defined in this Section 1 or otherwise herein shall have the meanings ascribed to such terms in the Rules.

   "ACH": Automated Clearing House, which refers to any organization that processes electronic payments under the Rules.

   "Account Ownership": The Bank may rely solely on its records to determine the form of ownership of your account. The bank may presume that any person named, in addition to you in its records, owns the funds in your account as a co-owner. Account ownership is non-transferrable.

   "Account Structure": The Bank may structure the account to consist of two sub-accounts to take advantage of an interpretation of federal regulations. The sub-accounts, a checking account, and money market account, will be used to allow for the transfer of funds between the accounts. This structure will occur solely on our books and will not be visible to you, nor will it affect your account in any way. Also, this will not affect the FDIC coverage of your account.

   "Administrator": Any individual appointed by an authorized signer on the account(s) responsible for the maintenance, user authorization and oversight of the Services provided to you. For purposes of these Terms, the Administrator(s) for Customer shall be as listed in the Treasury Management Services Form.

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"Adverse Claims": If any person or entity makes a claim against funds in your account, or if the Bank believes that a conflict exists between or among the authorized signers on the account or there is a dispute over matters such as the ownership of your account or the authority to withdraw funds from your account, the Bank may without any liability to you, take one or more of the following actions:

- Continue to rely on the Bank's records to determine the ownership of or the identity of the authorized signer(s) for your account.
- Honor the claim upon receipt of evidence satisfactory to the Bank to justify such claim.
- Freeze all or a part of the funds in your account until the dispute is resolved to the Bank's satisfaction.
- Close your account and send a check for the available balance in your account payable to you or
- Pay the funds into an appropriate court.

The Bank may charge your account for expenses (including attorney's fees and expenses) and any fees the Bank incurs.

"Adjustments": We may make adjustments to your account from time to time. This may be due, for example, to the return of an item you deposited which was unpaid or if a deposit is posted in the wrong amount. Adjustments will be reflected on your periodic statement (if any).

"Applicable Law": Means applicable law, rule, or regulation.

"Authorized Signer": An authorized signer is someone to whom you give all rights you have now or in the future to make withdrawals and deposits, and to otherwise transact on your account and receive account information. Merely by designating an authorized signer you do not give any ownership rights in the account. Any one of the authorized signers may sign checks or withdrawal orders and give us instructions regarding the account, including an instruction to close the account. However, if there is a conflict, we reserve the right to require all authorized signers to sign an item, withdrawal order, or other instruction on the account.

Even if the authorized signers on an account change, we may continue to honor checks, withdrawal orders, and other instructions by authorized signers until we are notified in writing not to do so.

"AX Token": A blockchain-based record evidencing a right to redeem a token for an equivalent amount of U.S. Dollars from Bank and may be in any denomination, subject to any limitations established by Bank in its sole discretion, and may be fractionalized for transfer or redemption.

"Beneficiary": Entity to which a wire transfer is to be credited.

"Business Day": Any day that Bank is open for business, usually Monday through Friday, excluding federal holidays and weekends.

"Direct Link Online": The Bank's online treasury management product through which several Services described herein are accessed.

"Direct Link Global": The Bank's online international treasury management product through which several Services described herein are accessed.

"Direct Link Mobile": The Bank's mobile treasury management product through which several Services described herein are accessed**.**

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"Endpoint": Any Federal Reserve Bank, financial institution, local clearing house, courier or other entity or location for the delivery of cash letters or other presentment of electronic Items or Substitute Checks.

"Equipment": Any or all software and/or equipment that is provided to Customer by Bank or required by Bank but obtained and maintained by Customer.

"**Established Token Value**": The value of each AX Token set at a declared amount in U.S. Dollars.

"Hosted Services": RemitPlus Express Hosted Services provided by ProfitStars, a division of Jack Henry & Associates.

"Image Exchange": The process of exchanging images through a network of member institutions that have agreed to accept electronic images of checks. Image Exchange Items are items processed through the Image Exchange.

"ISP": Internet Service Provider.

"Item": A draft that is payable on demand, drawn on or payable through or at an office of a United States financial institution, whether negotiable or not, and payable or endorsed to Customer, and includes Original Checks and Substitute Checks. Such term does not include non-cash Items or Items payable in a medium other than United States money.

"JHA": Jack Henry & Associates, Inc.

"Lockbox Agreement": Bank's form of agreement for lockbox services, with any such changes agreed upon by the parties thereto.

"NACHA": National Automated Clearing House Association, which is a national organization that governs electronic payments processed in the United States. See *www.nacha.org.*

"Non-Qualifying Items": Items that do not meet Bank's image requirements.

"Original Check": A check issued by you or another party.

"Password": Includes all access requirements for Services, including user IDs, passwords and security devices.

"**Platform**": TassatPay®, the proprietary blockchain-based digital payments platform operated by Tassat® and offered by Bank as part of the Services that may be used by Customer to make payments, via the transfer of AX Tokens to other participants on the Platform (each a "**Platform Participant**").

"Payer Bank": The financial institution that a check or other negotiable instrument is drawn on.

"PT": Pacific Time.

"Rules": The rules established and amended from time to time by NACHA to govern the processing of electronic payments.

"Secure Browser": A java-based application which runs on a Direct Link Online banking user's computer which provides a captive, safe environment for accessing applications offered by Bank.

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"Security Procedures": Any and all security related instructions, guidelines or processes provided in these Terms.

"Service(s)": Any cash management or treasury service described in or covered by these Terms, or any of the foregoing we may later make available to you.

"Substitute Check": An image replacement document (IRD) in the format described in the Check 21 legislation, of a check issued by you or another party that has been converted into an image of the original item.

"Third Party Sender ACH Agreement": Bank's form of ACH Origination/Third Party Sender Agreement, with any such changes agreed upon by the parties thereto.

"User Materials": Any or all written documents provided to you for the sole use of the Services, including but not limited to user manuals, quick reference cards, instructions, help content and correspondence.

"**User(s)**": Customer, Administrators, any alternate Administrators, authorized signers, or other individual end users, who may or may not be authorized signers on an Account, of the Services, as authorized by Customer or Administrator.

"**Wallet**": A digital device utilized by a Platform Participant in the acquisition, transfer and/or redemption of AX Tokens.

2. **SERVICES.** Bank agrees to furnish to you any or all Services described in these Terms to the extent they have been selected by you in the TM Form, subject to the terms and conditions contained herein and in any additional terms and conditions or agreements provided for with respect to the Service. All Services requested are subject to our approval prior to commencement of those Services and availability can be denied by us at any time for any reason.

3. **COMMENCEMENT OF SERVICES.** We will commence providing the requested Services to you if you have provided us with the information and documentation, in acceptable form and detail, as we deem, in our sole and absolute discretion, necessary or appropriate. Required information and conditions may include, without limitation, (a) financial statements and tax returns; (b) that we, you and any required third parties, where applicable, have agreed to contract provisions and to the format for all input and output information; and (c) that any necessary installation, testing and/or training has been completed.

4. **ELIGIBLE ACCOUNTS.** You will designate certain accounts for specific purposes in connection with the Services. If you fail to designate account(s), we may designate the accounts for you. If the designation includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing such authority and to notify us immediately in writing of any change thereto; provided, however, any failure to provide such authorization shall not relieve you from your obligations hereunder in connection with any such accounts (solely by way of illustration, you shall remain liable for any failure by you or any parent company, subsidiary or affiliate to comply with Applicable Law or other requirements herein with respect to any such account designated herein). Unless otherwise agreed to, special signature requirements are not binding on us and we may act upon the instructions of any one authorized signer. You agree to provide to us any instructions relating to changes in your authorized signers, representatives or agents, promptly and in writing.

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5. **FDIC INSURANCE.** We are a member of the Federal Deposit Insurance Corporation (FDIC). At this time, the standard deposit insurance amount is $250,000 per depositor, per insured bank, for each account ownership category. For current information relating to deposit insurance coverage, you may contact the FDIC toll-free at (877) 275-3342 or visit the FDIC website at www.fdic.gov.

6. **FEES, CHARGES AND PAYMENT OBLIGATIONS.** You agree to maintain a balance of available funds in designated account(s) sufficient to cover your payment obligations under these Terms. If there are insufficient available funds, you agree that (a) we may debit any account maintained by you with us, including accounts of affiliates, to obtain payment of your obligations, to the extent any such debit is permitted by Applicable Law, or (b) we may reject the transaction. You agree to pay to us the fees established for the Service(s), as provided in the most current fee schedules and other fee disclosures provided to you. We may amend Service pricing from time to time and you acknowledge that certain prices are subject to change without prior notice. Special or additional services performed at your request will be subject to additional terms and fees. You agree to pay the fees charged for the services provided. We may send a bill to you or charge the fees directly to your account with us. In addition to the Service fees, you agree to pay for any taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services or these Terms (excluding any income tax payable by us). You are responsible for the costs of any communication lines and any data processing charges payable to third parties.

7. **EARNINGS CREDIT.** If an earnings credit accrues on your account, the Bank will periodically apply your accrued earnings credit to eligible Bank fees and expenses (unless the Bank otherwise indicates in writing). The amount of earnings credit received each month is based on your Average Positive Collected Balance, multiplied by the current earnings credit rate in effect (times the number of days in the month, divided by the number of days in the year). The earnings credit rate is determined by the Bank and is set each month based on current market conditions. The rate is subject to change without notice to you. The Bank may debit your account (or any other account you maintain at the Bank) or invoice you for any amount by which the fees and expenses exceed the accrued earnings credit on your account.

8. **EQUIPMENT**. We may provide you with Equipment that you can use to transmit data and instructions to us. You are responsible for maintaining any equipment and/or software that is necessary for online or web based services and communications, such as telephones, terminals, modems and computers. You must provide and properly install all required Equipment and must maintain the Equipment in good working order. You accept full responsibility for the security and confidentiality of all matters related to the Equipment. We are not responsible for the installation or setup of any Equipment unless said equipment is provided by us. We do not guarantee access to any Services from all computers, modems or communication software packages. You agree to use equipment and/or software that are compatible with our programs, systems and equipment, which may change from time to time. We assume no responsibility for defects or incompatibility of any computers or software that you use in connection with our services, even if we have previously approved their use.

   You agree to notify us promptly if any software or hardware we have provided to you becomes defective. At our election, we may replace or repair such software or hardware**.** We assume no responsibility for any errors, failures, or malfunctions of your equipment, or for any computer virus or related problems that may occur with your use of a Service.

   Where applicable for the Service you have selected, we may grant to you a non-exclusive, non-transferable license to use certain licensed software and documentation on such computer central processing units owned or controlled by you for your own internal operations. The licensed software, the documentation, and all copies thereof remain our exclusive property, subject to our rights, and you have no right, title, or interest therein, except as expressly set forth in any agreement between you and us. You

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may not assign, sublicense or otherwise transfer a sublicense to any other person or entity, whether voluntarily, involuntarily, or by operation of law. You are the owner of all data that is supplied to you for processing in connection with any service you select. You will promptly return all copies of the software and/or equipment and User Materials, including materials related to the User Materials, to us upon termination of the Service(s) and/or the TM Form and these Terms.

We require you to use a check printer that meets technical standards for checks that are acceptable to us and the Federal Reserve Bank System. We reserve the right to disregard any information on the check other than the drawer's signature, the payee, the amount, any magnetically-encoded information at the bottom of the check, and endorsements on the reverse side of the check unless we have previously agreed to do so in writing. For example, we will not be liable for any damages because we pay an Item which contained any conditional statement or restriction such as "Void after 90 days", "Void over $100", or "Payment in Full". We will adhere to such conditional statements only if you notify us of the statements before the Item is presented and we have specifically agreed in writing to honor such conditional payment restrictions. If an Item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the Item, you will be responsible for any cost and liabilities associated with such return or delay.

9. **SECURITY PROCEDURE AND TREASURY MANAGEMENT USER GUIDE.** You agree to comply with the Security Procedures required for the Service selected and you hereby agree and acknowledge that such Security Procedures are commercially reasonable security measures. We may provide you with operating procedures and Treasury Management User Guides and you agree to follow the instructions set forth therein. We may provide you with a Password or Software Activation Key to access a Service or other additional security process or specific instructions for using a Service.

   Each time you perform a transaction or funds transfer, you warrant that you have implemented and are utilizing commercially reasonable security procedures. If a Service allows you to set transaction limitations and establish internal controls, and you fail to set such limitations and implement adequate controls, you acknowledge that such failure increases your exposure to, and responsibility for, unauthorized transactions. You agree to be bound by any transfer or payment order we receive through the Service, even if the order is not authorized by you; provided, it is submitted with an approved security procedure or Password or Personal Identification Number or is otherwise processed by us in accordance with the security procedures described in these Terms or in any User Materials. We reserve the right to change any or all of the security procedures, codes or other devices and processes at any time by giving oral, electronic, or written notice to you.

10. **SECURITY ADMINISTRATION.** When a Security Procedure is required to access a Service or authenticate instructions, you agree to appoint an Administrator with the authority to determine who will be authorized to use the Services on your behalf. You assume sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the persons designated by the Administrator to use the Services. You or your Administrator will designate which accounts will be used for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the password or Personal Identification Number designated by you or your Administrator for that account and the Service in question.

    You agree to (a) comply with our instructions and any User Materials that we provide to you; (b) take reasonable steps to safeguard the confidentiality and security of the Software Activation Key, Personal Identification Number, Password, the Equipment, and any other proprietary property or information we provide to you in connection with the Service; (c) limit access to your security procedure, Software Activation Key, Personal Identification Number, Password and Equipment to persons who have a need

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for such access; (d) initiate control practices to regularly monitor employee access to the Service; (e) notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached; and (f) immediately change the Software Activation Key, Personal Identification Number, Password if you know or suspect that the confidentiality of the Password has been compromised in any way. You acknowledge that the purpose of a security procedure is for verification of authenticity and not for the detection of errors (e.g., duplicate instructions or errors in information you provide to us). We are not obligated to detect errors made by you, even if certain actions are taken from time to time to do so. You agree to (i) change temporary passwords that we assign to you or your Administrator the first time you use the Service and (ii) immediately deactivate access to the Services for anyone who has had access to a Software Activation Key, Personal Identification Number, Password who is no longer employed or authorized by you or your Administrator to use the Service. We may require you to change your Software Activation Key, Personal Identification Number, and Password at any time. We may deny access to the Service without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Service or if we believe such action is necessary for security reasons.

11. **SECURE BROWSER.** Secure Browser is a java-based application that runs on your computer which provides a captive, safe environment for accessing service-based applications which are available to you. You are only allowed to access applications (destinations) defined and configured by Bank. You agree to notify us immediately if you become aware of unauthorized use of a user's credentials.

12. **TRAINING.** We will provide to you and/or your staff initial training for the Services to the extent agreed upon between the parties hereto; provided, for the avoidance of doubt, we shall not be liable for a failure to provide training to the extent Customer is not responsive to invitations for training or elects not to receive training. Additional requests for training for the Services may be subject to an agreed upon fee.

13. **INFORMATION PROCESSING AND REPORTING.** Our Services require us to receive process and report information. We are not responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in these Terms. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

    You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information or telecommunication failures). You agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., due to a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of such unavailability and take reasonable steps to resume processing.

14. **DEMAND DRAFTS AND REMOTELY CREATED CHECKS.** If you deposit a demand draft or remotely created check (an unsigned draft or preauthorized draft) into your account, you warrant and guarantee that the draft or remotely created check is authorized according to the terms on its face by the person(s) identified as the drawer. You agree to indemnify us from all loss, expense and liability related to a claim that such check or draft was not authorized by the person(s) on whose account it was drawn on. If you truncate an original check and create a substitute check or other replacement document, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating

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to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with the time requirements as outlined in your Remote Deposit Capture Agreement with us. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

15. **RELIANCE ON THIRD PARTIES.** Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third party vendors and networks. In the event any third party is unavailable or we determine, in our sole and absolute discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party. In such situations, we shall have no liability for the unavailability of access. We shall not be responsible for any services you receive from third party vendors.

16. **USE OF AGENTS.** You assume sole responsibility for any actions performed on your behalf by your agents, vendors and contractors, including but not limited to, (a) any third party designated as a User hereunder and (b) any third party engaged by you to provide services (including, but not limited to, enterprise resource planning (including, but not limited to, direct link application program interfaces (frequently referred to as "**Direct Link APIs**") and direct link file transfer protocols (frequently referred to as "**Direct Link FTPs**" and "**Direct Link Integrated Payables**")) and other business, financial, technology and other management systems). You agree Bank has no duty to monitor, detect or report any errors, omissions, or unlawful activities by your agents, vendors or contractors. You agree that we may rely on instructions, data, or any documentation provided to us by your designated agents or contractors.

    In the event that any Service(s) are dependent on our ability to obtain or provide access to third party networks and distribution systems, you and we agree that if the network or system is unavailable, or in the event we determine, in our sole and absolute discretion, that we are unable to continue providing third party network or system access, we may discontinue the related Service(s) or may provide the Service(s) through an alternate third party network or system. In any event, we shall have no liability for the unavailability of the third party network or system. We have the right to offer any of the Services through an affiliate or unrelated third party. In order to provide these Services to you through this type of arrangement, you authorize us to disclose information on your accounts and services to the affiliate or third party who provides the Services.

17. **SERVICE AVAILABILITY AND CUTOFFS.** Some Services are subject to processing cutoff hours as detailed in Article III herein, in a Third Party Sender ACH Agreement, or in a Lockbox Agreement (as applicable); provided, such times may change in Bank's sole and absolute discretion. Transactions or other information received after the cutoff hour or on a non-Business Day will be deemed received as of the next Business Day. All cutoff hours are in PT.

18. **STATEMENTS**. You will be able to review transactions, including images of the front and back of checks or other instruments drawn on your accounts through Direct Link Online, Integration Technology Services. or through other electronically-delivered means. You should review your transaction history daily to protect your rights, including your right to dispute transactions that you believe are unauthorized, counterfeit, altered, or forged. Because you are in the best position to discover and deter any problem, you agree to promptly review and verify your account transactions as if your transaction history shown online was a traditional periodic statement. The Bank hereby disclaims any responsibility for items and/or transactions debited from your account unless you (1) notify us within a reasonable time not to exceed 30 calendar

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days of its posting (2) results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it or (3) as otherwise provided by law or regulation.

We will make a monthly account statement available to you electronically only for your checking or savings accounts. If you elect to not receive or review your statement, you are responsible for having access to the information provided in the statement and complying with this section.

Check Safekeeping. Copies of your checks and other Items paid from your Deposit Account will be held by us instead of returned to you. An image of the front and back of the checks you write and are presented for payment will be deemed to be made available to you no later than the day after the items is presented to us for payment. We will keep the image copies of the front and back for seven (7) years. Copies of Items Upon written or e-mail request, copies of Items will be provided and we may assess a fee for providing such copies.

In accordance with reasonable banking standards, most checks and other Items presented to us for payment are processed through automated processing and, except in limited circumstances and subject to such reasonable sampling procedures as we establish at our discretion, most Items are not individually examined to verify your signature or that the Item is otherwise properly payable. You agree that we act within reasonable banking standards by processing most checks and other Items through automated processing systems.

19. **TRANSACTION LIMITATIONS.** We may from time to time establish transaction limitations for certain Services and assign them to you. If at any time there is an adverse change in your financial condition, you will immediately provide written notice to us. We may require that you provide further financial information acceptable to us (including but not limited to financial statements and tax returns) and/or we may change the transaction limitations for you from time to time. Any such decrease in a transaction limitation shall be conveyed to you in writing and shall become effective upon our sending you notice thereof. Any increase in a transaction limitation shall be conveyed to you via secure e-mail and shall become effective upon our receiving a return confirmation e-mail from you consenting to such increase.

20. **HONORING TRANSACTIONS.** You agree to indemnify and hold us harmless for any and all actions we take in accordance with your instructions, even if we vary from our standard procedures in honoring your instructions. Nothing in this provision, however obligates us to honor, either in whole or in part, any transaction or instruction that (a) is not in accordance with any condition agreed upon between the parties either in these Terms or in any other agreement between the parties; (b) we have reason to believe may not be authorized by you; (c) exceeds any transaction limit, funding limit, or daily limits imposed by us on your transactions; (d) exceeds your collected and available funds with us; (d) involves funds that are subject to a hold, dispute, or legal process which prevents that withdrawal; (f) violates any provision of any applicable risk control program of the Federal Reserve Board, or any rule or regulation of any federal or state regulatory authority; or (g) for the protection of either one of the parties, we have reasonable cause not to honor.

    You are responsible for and we may rely upon the accuracy and authenticity of all data and other information furnished to us by your employees and agents. We may rely on any data or information furnished to us using the security procedure that identifies you.

    You represent and warrant that you have established and implemented a commercially reasonable fraudulent transaction detection system to screen ACH Entries. For WEB entries, such a fraudulent transaction detection system shall, at a minimum, validate the account to be debited for the first use of such account number, and for any subsequent change(s) to the account number.

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21. **COMPLIANCE WITH LAW.** You shall comply with all laws, rules, and regulations applicable to you, to the business and operation of your business, and to the Services. You shall have the responsibility to fulfill any compliance requirement or obligation that we and/or you may have with respect to the Service under all applicable U.S. federal and state laws, regulations, rulings, including without limitation, any such laws, regulations or rules relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA PATRIOT ACT, any regulations of the U.S. Treasury Department or the Office of Foreign Assets Control (OFAC) to implement any such acts, Regulation CC, the Uniform Commercial Code and any rules established by an image exchange network through which Image Exchange Items are processed pursuant to these Terms, in each case, as amended from time to time. You agree that you shall not (and you shall have appropriate procedures and monitoring in place to assure that your employees and agents do not) use our Services (i) for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening, or (ii) to engage in any of the businesses or activities listed on Bank's Restricted Business List (attached hereto as **Exhibit A)**, which list may be amended, modified and/or supplemented at any time in Bank's sole and absolute discretion, whether or not such Restricted Business relates to activities that are legal in any applicable jurisdiction.

22. **LEGAL PROCESS**. Legal process includes a writ of attachment, execution, garnishment, tax withholding order, levy, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture or other similar order. We may accept and comply with legal process: served in person, by mail, by facsimile transmission, or by other means. Any such legal process is subject to the Bank's security interest and the right of setoff. The Bank will not notify you of a grand jury subpoena affecting you or your account. Any fees or expenses the Bank incurs in responding to any such legal process may be charged against any account you maintain with the Bank. We may, but are not required to, send a notice to you of the legal process.

23. **CLAIM OF LOSS.** You agree to cooperate with us in the investigation of any loss claims due to forgery, alteration, or unauthorized withdrawal. You will provide us with an affidavit containing information about the transaction and the circumstances surrounding the loss. You agree that we may take a reasonable period of time to investigate your claim. Our maximum liability is the lesser of your actual damages proved, or the amount of the transaction reduced by an amount which could not have been realized by the use of ordinary care. In no event will we be liable for special or consequential damages or for attorneys' fees you incur. You agree to review, regularly and promptly, all reports, transfer instructions, adjustments, charges, entries and other transactions. You shall immediately or, in any event, within thirty (30) calendar days following the
date that we first notify or otherwise make available to you notification of the transaction, notify us of any error or discrepancy between your records and any notice or statement from us, or any transaction or transfer you believe was not authorized. You agree to notify us immediately of any claim you have or any claim that is made to you by a third party, of any acts or omissions on our part relating to any Service that has caused you or the third party damage. If we make an error, upon written notice of the error, we will, to the extent reasonably possible, correct the error promptly; provided, under no circumstances shall Bank be liable for any resulting loss of interest or other losses.

24. **UNAUTHORIZED ACCESS.** You understand and agree that while we and our service providers have established certain security procedures, such as firewalls and data encryption designed to prevent unauthorized access to your accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. You acknowledge that access to Services may not be free from delays, malfunctions, or other inconveniences generally associated with electronic communications. You are responsible for implementing standard precautions to keep your system clean and free from viruses.

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25. **INSURANCE COVERAGE.** It is recommended and many businesses carry special insurance for employee fraud/embezzlement. The Bank reserves the right to require that you file your claim with your insurance company before making any claim against the Bank. In such event, the Bank will consider you claim only after the Bank has reviewed your insurance company's decision, and the Bank's liability to you, if any, will be reduced by the amount your insurance company pays you.

26. **LOST/STOLEN/DESTROYED CASHIER'S CHECKS.** You do not automatically have the right to stop payment on cashier's checks you purchase from us. If a cashier's check is lost, stolen or destroyed, please contact us for the procedures to obtain reimbursement or have the cashier's check reissued. In general, you must complete a declaration of loss form describing the cashier's check and how it was lost, stolen or destroyed. We will then wait ninety (90) days from the date the check was issued before we pay your claim. If ninety (90) days has already passed, we will act on 10 your claim within a reasonable time. If the check is presented during the ninety (90) day waiting period, we may pay the item to a person entitled to enforce the check. If this happens, we will not pay your claim.

    If we determine that any such instrument is presented by or on behalf of a person who may be a holder in due course or who may otherwise have the right to obtain payment of the cashier's check from the Bank, we may, without notice to you, pay the cashier's check, even though you may have paid us a fee to not honor the cashier's check.

27. **DEATH or INCAPACITY.** You agree to immediately notify us about the death or incapacity of any owner or authorized signer on your account. Until we receive such notice in writing, and have a reasonable opportunity to act on it, we may continue to honor items drawn on your account by the authorized signer(s). We may suspend, refuse, and reverse any transactions or deposits (for example, automatic federal direct deposits of benefit payments belonging to the decedent) if any owner or authorized signer dies or is declared by a court to be incompetent. However, even with knowledge, we may pay checks drawn on the account for ten (10) days after the date of death. Refer to the discussion below regarding the treatment of "Direct Deposits"

28. **TERMINATION.**

    a. **TERMINATION BY YOU.** You may terminate some or all of the Services, with or without cause, by giving thirty (30) days prior written notice to Bank.

    b. **TERMINATION BY US.** Bank reserves the right to terminate all or a portion of the Services, immediately with or without providing notice of such termination to Customer.

    c. **OBLIGATIONS UPON TERMINATION.** No termination of all or part of the Services shall affect any rights or obligations of the parties that arise prior to termination or that survive termination pursuant to the terms hereof.

29. **SERVICE AMENDMENTS.** We may add, delete or change the features or functions of the Services, at any time, in our sole and absolute discretion. If we deem it reasonably practicable to do so and if the change adversely affects your usage of the Services, we may notify you of the change in advance. Otherwise, we will notify you of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. You acknowledge your acceptance of those changes by continuing to use the affected Service(s).

30. **FAILURE OF OTHER COMPANIES.** We disclaim responsibility and liability (to the maximum extent permitted by law) for any delays, disruptions or failures of service providers (excluding Bank), and you agree to such disclaimer. These services may include, but not be limited to, originators of payments due

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to you, recipients of payments you make, and companies that provide processing services (for example, ISPs and third party payment processors).

31. **CUSTOMER INDEMNIFICATION.** You shall indemnify and hold harmless us, our affiliates, and our licensors and providers of Services, and our and all of their respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses, including fines or assessments incurred under or pursuant to the Rules (all of the foregoing, collectively, "**Claims**"), that result from or arise out of: (i) the acts or omissions of you, or any person acting on your behalf, in connection with your use of Service(s) under these Terms, including without limitation (a) the breach by you of any provision, representation or warranty of these Terms, (b) the negligence or willful misconduct (whether by act or omission) of you or your customers or any third party on your behalf, (c) any misuse of the Service(s) by you, or any third party within the control of, or on behalf of, you, (d) your failure to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or sanction imposed on us by any clearing house, or any governmental entity, arising out of or connected with any Item (or any Image Exchange Item) processed by us for you or at your instruction; (ii) any act or omission of us that is in accordance with these Terms or instructions from you, (iii) actions by third parties, such as the introduction of a virus, that delays alters or corrupts the transmission of any data to us; (iv) any loss or corruption of data in transit from you; (v) any claim by any recipient of a Substitute Check corresponding to an Item processed by you under these Terms that such recipient incurred a loss due to the receipt of the Substitute Check instead of the original check; (vi) any claims, loss or damage resulting from your breach of, or failure to perform in accordance with, the terms of these Terms; or (vii) any claim of any person that Bank is responsible for any act or omission of Customer or any other person, including claims by a consumer under Federal Reserve Board Regulation E. Customer's indemnification obligations hereunder shall be construed as in addition to any indemnification obligations under the Rules, rather than being inconsistent or different from any provisions of the Rules, and Bank shall not be required to pursue any remedy or seek any indemnification or recovery from any Originator prior to seeking indemnification, recovery, or from or reimbursement, in each case, from Customer.

32. **DISCLAIMER.** BANK'S REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES, AND CUSTOMER'S RIGHTS AND REMEDIES, AS SET FORTH IN THESE TERMS, ARE EXCLUSIVE. BANK AND ITS LICENSORS HEREBY DISCLAIM, AND CUSTOMER HEREBY WAIVES AND RELEASES BANK, ITS LICENSORS AND ITS AND THEIR RESPECTIVE OWNERS, OFFICERS AND EMPLOYEES FOR ALL OTHER REPRESENTATIONS, WARRANTIES OF ANY NATURE, OBLIGATIONS AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY AND ALL DOCUMENTS, SERVICES, INFORMATION, ASSISTANCE, SOFTWARE PRODUCTS, OR OTHER MATTERS PROVIDED FOR UNDER THESE TERMS, INCLUDING WITHOUT LIMITATION (i) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A SPECIFIC USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY; (ii) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (iii) ANY WARRANTIES OF TIMELINESS OR NON-INFRINGEMENT; AND (iv) ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR. NOTWITHSTANDING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR ITS LICENSORS WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR THAT ITS OPERATIONS WILL BE UNINTERRUPTED.

33. **NOTICE.** THESE TERMS PROVIDE FOR IMPORTANT LEGAL RIGHTS, DUTIES, AND LIMITATIONS, INCLUDING AUTHORIZATION BY THE ACCOUNT HOLDER THAT ANY COMMUNICATION RECEIVED BY BANK THROUGH THE DIRECT LINK ONLINE WILL BE DEEMED TO BE A VALID AND AUTHORIZED COMMUNICATION OF THE ACCOUNT HOLDER NAMED IN THE COMMUNICATION FOR PURPOSES OF ANY ELECTRONIC SERVICE REQUESTED IN THE COMMUNICATION. BANK

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IS NOT REQUIRED TO VERIFY THE AUTHENTICITY OF ANY COMMUNICATION OTHER THAN THROUGH THE SECURITY PROCEDURES SET FORTH HEREIN OR IN ANY OTHER APPLICABLE AGREEMENTS. READ ALL AGREEMENTS BETWEEN YOURSELF AND BANK CAREFULLY AND ASK QUESTIONS ABOUT ANY PROVISIONS YOU DO NOT FULLY UNDERSTAND.

34. **BANK'S LIABILITY.** We will not be liable to you for any of the following: (i) any damages, costs or other consequences caused by or related to our actions that are based on information or instructions that you provide to us; (ii) any unauthorized actions initiated or caused by you or your employees, representatives, third party service providers or agents; (iii) the failure of third parties or vendors to perform satisfactorily, other than persons to whom we have delegated the performance of specific obligations provided for in these Terms; (iv) failure or errors on the part of ISPs, telecommunications providers or any other party's own internal systems; or (v) Customer's acts or omissions (including without limitation, the amount, accuracy, timeliness of transmittal or authorization of any entry received from Customer) or those of any other person, including without limitation any Federal Reserve Bank, ACH Operator or transmission or communications facility, any receiver or RDFI (including, without limitation, the return of any entry by such receiver or RDFI), and no such person shall be deemed Bank's agent. Whether for breach, negligence, or infringement by us, in tort or otherwise, any losses arising during any twelve (12) month period shall be limited to the average monthly charge for the Services in question for the six (6) month period preceding the date of loss. We shall not be responsible, under any circumstances, for any loss of goodwill or for any special, consequential or indirect damages that you incur in connection with these Terms or the Services. Except as otherwise specifically provided in these Terms, in no event will either party be liable to the other for any consequential, indirect, incidental, special, exemplary or punitive damages, including without limitation, any loss of use or loss of business, revenue, profits, opportunity or goodwill, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if such party has been advised of, or should have known of the possibility of, such damages.

    You agree that the amount of any claim you have against us in connection with any account or transaction is subject to reduction on the basis of your negligence or failure to use reasonable care, the extent to which damages could not be avoided by your use of ordinary care and reasonable commercial standards, and your failure to comply with your notice and reporting requirements under these Terms. You agree to pursue your rights under any insurance policy you maintain in connection with any loss and to provide us with coverage information. You further agree that our liability will be reduced by the amount of any insurance proceeds you receive or are entitled to receive. If we reimburse you for a loss that is covered by insurance, you agree to assign us your rights under the insurance. Any claim, action or proceeding by you to enforce the terms of these Terms or to recover for any loss must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs. Unless prohibited by law, you agree to reimburse us for any liability, losses and expenses we may incur in connection with your account or Service(s).

    Bank shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or which in Bank's reasonable judgment otherwise would violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any U.S. governmental regulatory authority.

    In the performance of the services required by these Terms, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to these Terms, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the services expressly provided for in these Terms.

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35. REPRESENTATIONS AND WARRANTIES. In contracting for accounts and Services, you represent and warrant that (a) you have the authority to execute the TM Form and deliver, and perform the TM Form and these Terms; (b) the performance of your obligations under the TM Form and these Terms will not constitute or result in a breach of your certificate or articles of incorporation, by-laws, partnership or operating agreement, or other organizational document, as applicable, or the provisions of any material contract to which you are a party or by which you are bound, or result in the violation of any law, regulation, judgment, decree or governmental order applicable to you (including, but not limited to, any licensing requirements) or result in a breach of, constitute a default under, or require any consent under any agreement or instrument to which you are a party or by which you are bound; and (c) all approvals, including but not limited to approvals relating to affiliate accounts, required to permit your execution of the TM Form and the delivery, performance and consummation of the TM Form and these Terms and the transactions contemplated hereunder and thereunder have been obtained.

36. MISCELLANEOUS.

a. **Assignment.** Neither party may assign its rights or obligations under these Terms without the written consent of the other party, including any assignment by operation of law. We may subcontract any of the work, services, or other performance required of us hereunder without your consent.

b. **Notices.** Except as otherwise set forth in Section 25 hereof with respect to requests for electronic services, notices to Bank must be in writing and delivered to the address set forth below. Notices to Customer must be in writing and delivered to the address for Customer set forth on the TM Form.

Axos Bank
Attn: Treasury Management Department
4350 La Jolla Village Dr., Suite 140
San Diego, CA 92122
E-Mail: treasurymanagement@axosbank.com

with a copy to:
Axos Bank
Attn: Legal Department
4350 La Jolla Village Dr. Suite 140
San Diego, CA 92122

All notices under these Terms will be deemed given on the date of delivery (a) by a nationally recognized overnight courier, or (b) by certified mail, return receipt requested.

c. **Force Majeure.** Neither party will be liable to the other for any delay or interruption in performance as to any obligation in these Terms resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, terrorist action, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control.

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d. **Amendments.** We may amend these Terms or Conditions of this Agreement at any time and from time to time as determined in our sole and absolute discretion and without prior notice to you, except as required by law. You acknowledge your acceptance of those changes by continuing to use the affected Service(s). Any practices or course of dealings between Bank and Customer or any procedures or operational alterations used by them, shall not constitute a modification of these Terms or the Rules, nor shall they be construed as an amendment to these Terms or the Rules. These Terms will not be more strongly construed against either party, regardless of who is more responsible for its preparation. Changes may include a deletion, modification, or amendment of an existing term or the addition of a new term not otherwise contemplated when you entered into this Agreement or opened your account(s). Any change will take effect immediately, unless stated otherwise in any notice we make available to you.

e. **Standard of Care.** The Bank will meet its standard of care for your account, provided the Bank exercises ordinary care in the transaction at issue. When the Bank takes an item for processing by automated means, "ordinary care" does not require that the Bank examine the item. In all other cases, "ordinary care" requires only that the Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. The Bank's policies and procedures are general internal guidelines for the Bank's use and do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your account. A mere clerical error or an honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

f. **Severability.** If any part of these Terms is found to be illegal or unenforceable, then that part will be curtailed only to the extent necessary to make it, and the remainder of the Terms, legal and enforceable and Bank shall bear no liability in connection therewith.

g. **Waiver.** We may waive enforcement of any provision of these Terms and any such waiver shall not affect our rights or in any other way modify the terms of these Terms.

h. **Governing Law.** These Terms shall be construed in accordance with and governed by the internal laws of the State of New York, to the extent not preempted by applicable federal law.

i. **Time and Survival.** Time is of the essence with respect to the obligations of Customer involving, in each case, (i) the payment of money to Bank, (ii) compliance with any deadline imposed on Customer in these Terms or pursuant to the Rules, or (iii) where Customer must provide notice to Bank to create or preserve any right or mitigate a harm. The following provisions shall survive termination of these Terms: (i) all indemnities and indemnification clauses made by Customer in favor of Bank and any affiliate thereof, regardless of the location of such provisions in these Terms, (ii) all representations and warranties of Customer made to Bank regardless of the location of such provisions in these Terms, (iii) any obligations of Customer regarding retaining and providing records to Bank, regardless of the location of such provisions in these Terms, (iv) Sections 26 and 28 of these Terms, and (v) the sections under ACH Origination addressing security interests, rejection of entries, additional customer warranties for selected standard entry classes, financial information and audit, data retention, and reimbursement.

j. **WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE BY JURY AND WAIVES ANY RIGHT TO TRIAL BY JURY WITH REGARD TO THESE TERMS OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY**

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BY CUSTOMER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. BANK IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY CUSTOMER.

k. **Arbitration.** You and Bank agree to waive the right to have a dispute heard before a judge or jury including disputes that are arbitrated or resolved by judicial reference. You and Bank agree that any controversy, claim or breach of these Terms may be resolved through arbitration administered by the American Arbitration Association under its commercial rules. Neither party shall institute an arbitration proceeding until it has given the other party at least thirty (30) days prior written notice.

l. **Headings.** The titles or captions used in these Terms are for convenience only and will not be used to construe or interpret any provision hereof.

m. **Binding Agreement and Counterparts.** These Terms shall inure to the benefit of and be binding upon the successors, heirs, trustees, and assigns of the parties hereto. These Terms is not for the benefit of any other person, and no other person shall have any right against Bank or Customer hereunder. For the avoidance of doubt, there are no express or intended third party beneficiaries of these Terms. Customer has made the representations and warranties herein to induce Bank to provide the services contemplated hereby. Customer acknowledges its understanding that Bank is relying on Customer's faithful, diligent, and strict adherence to such representations and warranties in agreeing to provide the services contemplated hereby.

n. **Entire Agreement.** These Terms constitute the entire agreement between the parties for the Services described herein and supersedes all previous agreements and understandings between the parties relating to such services.

37 DISCLOSURE AND CONSENT REGARDING ELECTRONIC SIGNATURES AND COMMUNICATIONS

a. **Defined Terms.** As used herein, the following terms have the meanings specified below.

a.1 "**Communications**" means any notices, disclosures (including those required by law), account statements, agreements, fee schedules, tax returns, records, documents, or other information provided to you by us or on our behalf.

a.2 "**Consent**" means this Disclosure and Consent Regarding Electronic Signatures and Communications.

a.3 "**Current Version**" means the version of the software that is currently being supportedby its publisher.

a.4 "**E-SIGN Act"** means the Electronic Signatures in Global and National Commerce Act.

a.5 References to "**we**" or "**us**" or "**our**" herein refers to Axos Bank® or our affiliates, as applicable. References to "**you**" or "**your**" herein refer to the individual signing below.

b. **Methods of Communication:**

For deposit account questions, you may contact us toll free at 1-844-205-0249, via email at treasurymanagement@axosbank.com or write us at

.

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c. **Consent to Electronic Communications and Signatures.**

c.1 **Information Provided.** This Consent provides you with important information relatingto (a) your consent to electronic delivery of Communications and (b) your consent to the electronic signature of any documents related to products or services provided byus to you or otherwise concerning our relationship.

c.2 **Scope of consent.**

(A) By signing below, you agree that any Communications we provide to you may bein electronic form, and that all Communications in electronic format provided by usto you will be considered "in writing". Your Consent applies only to your electronic receipt of Disclosures and legal documents in connection with the origination, closing and servicing of the Loan or deposit account. Your Consent does not apply to other transactions that you may wish to enter into with us.

(B) By signing below, you agree to the use of electronic signatures as part of any transactions between you and us and our relationship with you.

(C) You agree that we do not need to provide you with an additional paper (non- electronic) copy of the Communications. This Consent does not require us to deliver Communications electronically. We reserve the right, in our sole discretion, (1) to discontinue the provision of Communications electronically and (2) to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

c.3 **Method of delivery.** We may provide electronic Communications to you in at least oneof the following methods:

(A) via e-mail at the e-mail address you designated to us;

(B) by access to a designated area of our website (including without limitation, www.axosbank.com);

(C) during your use of our systems or software applications (including, without limitation, via a screen or page within any account you maintain with us, or via a link to a web page containing Communications);

(D) mobile applications;

(E) messaging services (including without limitation text messages); or

(F) during your use of DocuSign (or similar vendor providing electronic signature services).

You should print or download for your records a copy of any Communications that are important to you.

c.4 **Hardware and software requirements.** To access Communications, you must have the following:

(A) a working phone and phone number;

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(B) a Current Version of Internet Explorer, Chrome, Safari, or Firefox;
(C) an internet connection;
(D) an active e-mail account and related software for accessing the email account;
(E) a Current Version of a program that accurately reads and displays PDF files; and
(F) a device with an operating system capable of supporting items 3.5(B)-(E).

In addition, you will need a printer if you wish to print and retain paper records or electronic storage if you wish to retain records in electronic form.

If we change these hardware or software requirements, and that change creates a material risk that you would not be able to access or retain your electronic Communications, we will notify you of the revised hardware or software requirements,but you will continue to receive electronic Communications.

If your e-mail address changes, you must immediately notify us at one of the contact methods referencedabove. Any Communications sent to your e-mail address on record with us will be deemed to have been delivered or made available to you in electronic form until you notify us of any change.

d. **Confidentiality/Limitation of Liability.** You understand that the Communications may be confidential in nature. We are not responsible for unauthorized access by third parties to information and/or communications provided electronically or for any damages, including direct, indirect, special, incidental or consequential damages, caused by unauthorized access. If you have any questions about these disclosures, you may contact us by using anyone of the contact methods referenced above.

Your acceptance of these terms confirms that:

- **You have reviewed and understood this Consent**
- **You have the hardware and software described above**
- **You are able to review and receive electronic Communications**
- **You want to receive electronic versions of Communications**
- **You want to enter into transactions via electronic signatures**
- **You have understood and voluntarily agreed to the terms and conditionspresented in this Consent**

ARTICLE II

ACH ORIGINATION SERVICES

Customer wishes to initiate credit and/or debit Entries (as hereinafter defined) by means of the Automated Clearing House Network pursuant to the terms of these Terms and those of NACHA. Pursuant to the terms of these Terms, Customer agrees to act as an Originator (as defined in the Rules) and Bank agrees to act as an Originating Depository Financial Institution ("**ODFI**"), in each case, with respect to such Entries. These Terms set forth the terms and conditions pursuant to which Bank will provide to Customer the ACH services outlined herein (the "**ACH Services**").

The ACH Services permit you to initiate credit entries or payments to a third party ("**Credit Entries**") and/or debit entries or collections from a third party ("**Debit Entries**") in accordance with these terms and conditions, the Rules,

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within the ACH exposure settlement limits we establish for your ACH transactions from time to time, and as we may otherwise agree upon. The term "**Entry**" shall have the meaning provided in the Rules and shall also mean the data received from Customer hereunder from which Bank initiates each Entry. Further, an "**Entry**" or "**Entries**" shall mean Credit Entries and/or Debit Entries as agreed between the parties.

Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank ("**FRB**"). If we do not receive such final settlement, you are hereby notified and agree that we are entitled, without providing further notice, to refund ourselves the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., the Originator of the entry) shall not be deemed to have paid you in the amount of such entry.

You are required to maintain a current edition of the NACHA Operating Rules and Guidelines. We may, in our sole and absolute discretion, provide the NACHA Rules & Guideline book to you, and by using the ACH Services, you acknowledge that you have read and understood the Rules. You agree to be bound by the Rules in effect from time to time for all Entries whether or not an Entry is sent through the ACH Network.

In the event of an inconsistency between a provision of Article 4A of the version of the Uniform Commercial Code as in effect in any state that may be applicable to these Terms or the transactions contemplated hereby (the "**UCC**"), and these Terms, the provisions of these Terms shall prevail. In the event of an inconsistency between the provisions of these Terms and the Rules, the provisions of the Rules shall prevail.

You are subject to a satisfactory due diligence, compliance, and credit review by us at the time of application for ACH Services and from time to time, at our sole and absolute discretion, and in accordance with our established credit criteria. You will, upon our request, provide any such due diligence, compliance, and credit-related information and assistance as we may request to perform any such review. Your failure to meet such standards as established at our sole and absolute discretion or to provide such information or assistance when requested shall constitute a breach of these Terms and these terms and conditions and shall permit us to terminate these Terms and the ACH Services.

a. **COMPLIANCE WITH RULES AND LAWS.** Customer acknowledges it has a copy or has access to a copy of the Rules. The Rules may also be purchased online at www.nacha.org under the publications tab. Customer agrees to comply with and be subject to the Rules of NACHA in existence at the date of these Terms, and any amendments to the Rules made from time to time. It shall be the responsibility of Customer that the origination of ACH transactions complies with U.S. law, including but not limited to, sanctions enforced by the Office of Foreign Assets Control ("**OFAC**"). It shall further be the responsibility of Customer to obtain information regarding such OFAC enforced sanctions. This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC or from the OFAC's home page site at www.ustreas.gov/ofac. Customer agrees that the performance of any action by Bank to debit or credit an account or transfer funds otherwise required by the Rules is excused to the extent that the action is inconsistent with, in each case, (i) United States law, including, without limitation, the obligations of Bank under OFAC or any program administered by the United States Department of the Treasury's Financial Crimes Enforcement Network ("**FinCEN**"), (ii) the laws of U.S. state possession or territory deemed applicable by Bank, or (iii) Bank's internal policies, guidelines and procedures. Customer agrees and represents and warrants to Bank that all actions by Customer contemplated by these Terms, including the preparation, transmittal, and settlement of Entries and payment orders, shall comply in all material respects with United States laws, regulations, regulatory guidelines and guidance, and official commentaries, including without limitation, all such regulations, guidelines, and commentaries issued by the Board of Governors of the Federal Reserve and the Federal Banks Examination Council ("**FFIEC**"). Bank shall charge Customer with any fines or penalties imposed by OFAC, NACHA or any organization that are incurred as a result of non-compliance by the Customer, and Customer agrees to fully reimburse

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and/or indemnify, defend, and hold harmless, Bank for such charges or fines. The specific duties of Customer provided in the following paragraphs of these Terms in no way limit the foregoing undertaking. The duties of Customer set forth in the following paragraphs of these Terms in no way limit the requirement of complying with the Rules.

b. **CREDIT APPROVAL.** In utilizing the ACH Network in performance of these Terms, Bank must make certain warranties on behalf of Customer. Among these warranties, Bank is charged with assuring the financial soundness of Customer making the intended Entries. Bank must approve all Third Party Sender ACH Agreements and any other agreements providing for ACH origination (including, but not limited to, these Terms), and may request financial information from Customer and/or a separate credit agreement. Bank shall also be authorized to obtain a credit report(s) and/or background check(s) on Customer and/or its directors, officers and employees as may be necessary from time to time. Bank may also assign Customer a limit representing the maximum aggregate dollar amount of Entries that may be initiated by Customer each day, which limits may be amended, modified and/or supplemented at any time in Bank's sole and absolute discretion (such limits, the "**ACH Exposure Limit**"); Customer acknowledges that the ACH Exposure Limit is solely for the protection of Bank and its assets. Customer understands that daily requests for Entries exceeding this amount are honored solely at the discretion of Bank and that Bank shall not have liability for refusing to honor transactions in excess of the ACH Exposure Limit. Requests not honored would be communicated to Customer or Customer's designated representative. As part of the initial due diligence approval process, and at any time during the term of these Terms upon request of Bank, Customer shall provide to Bank: (i) a list of its other banking relationships, (ii) a list of any pending litigation involving Customer, its beneficial owners, or affiliates, (iii) the most recent annual ACH audit required pursuant to the Rules, and (iv) any other information that may be requested by Bank in furtherance of its due diligence, credit, and compliance responsibilities. Customer acknowledges and agrees that in addition to Bank's right to request information at any time pursuant to these Terms, Customer shall fully cooperate with Bank and its agents performing any annual review of Customer. Without limiting the generality of the foregoing, during the term of these Terms, Customer shall promptly provide to Bank notice of any litigation involving Customer where the potential amount in controversy exceeds $25,000. Except as prohibited by Applicable Law, Customer, during the term of these Terms, shall provide Bank prompt notice of any government investigation of which Customer is a target. Bank may require the personal guarantee of a principal or an owner of Customer.

c. **SECURITY INTEREST.** To secure the payment and performance of Customer's obligations set forth herein, Customer grants to Bank a security interest in and pledges and assigns to Bank all of Customer's right, title, and interest in the following described property, whether now owned or hereafter existing or acquired and wherever located: (i) all monies, instruments, savings, checking and other accounts of Customer (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in Bank's custody or control, (ii) any other collateral described in any security instrument securing the obligations of Customer to Bank under these Terms or any other obligation of Customer to Bank, and (iii) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above. Customer hereby authorizes Bank to file UCC financing statements or take other actions that Bank deems reasonably necessary or incidental to attaching or perfecting the security interests granted hereby.

d. **DESIGNATION OF ADMINISTRATOR**. In order to originate ACH Entries, and pursuant to Section 8 hereof, Customer must designate at least one Administrator. Administrator(s) shall be responsible for designating "**Users**" who Customer authorizes to issue Entries on its behalf. For the purposes of these Terms, the term User shall also include the Administrator. Bank shall be entitled to rely on the designations made by Customer's Administrator(s) and shall not be responsible for matching the names of Customer Users designated by the Administrator(s) to names or titles listed in Customer's banking resolutions. Customer agrees that any such online Entries shall comply with Bank's Security Procedures, which are subject to change without notice to Customer. Although Bank is only required to act upon the instructions of the User(s), Bank may, in its sole and absolute discretion, execute debit or credit Entries

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initiated by any individuals authorized by Customer to sign checks on Customer accounts. The signature cards establishing the authorized signatories for Customer deposit accounts are hereby incorporated by reference and made a part hereof.

e. **TRANSMISSION OF ENTRIES BY CUSTOMER**. Bank shall be entitled to deem any person having knowledge of any Security Procedure, , and permitted to initiate Entries under these Terms, to be a User. Customer or Users shall transmit or deliver Entries to Bank in computer readable form to the locations(s) specified by Bank and in compliance with the formatting and other requirements set forth in the NACHA file specifications or as otherwise specified by Bank. Entries shall be transmitted to Bank's designated location not later than the time and the number of days prior to the Business Day on which the Entries will be settled with the ODFI and the RDFI (the "**Effective Date**"). Entries received after the Cut-Off Time shall be deemed to have been received on the next Business Day. The total dollar amount of Entries transmitted by Customer to Bank on any one Business Day shall not exceed, in each case, the ACH Exposure Limit or any limit as subsequently requested by Customer and approved by Bank. Customer may not reinitiate Entries except as prescribed by the Rules.

"***Entry Settlement Limit***" means the maximum aggregate amount of In-Process Entries permitted to be outstanding at any time, which aggregate amounts may be amended, modified and/or supplemented at any time in Bank's sole and absolute discretion.

"***In-Process Entries***" means the aggregate dollar amount of all credit or debit Entries initiated by Customer and in process on any date for which settlement has not occurred with respect to credit Entries, or during the applicable period for the return of items has not expired with respect to debit Entries.

"***Overlimit Entry***" means an Entry the amount of which would cause the aggregate amount of In Process Entries to exceed the Entry Settlement Limit. Customer agrees that Bank will not process an Overlimit Entry. Bank will suspend any Overlimit Entry submitted by Customer and may, following its receipt of an Overlimit Entry, suspend all In-Process Entries. Customer acknowledges that any Overlimit Entry or other In-Process Entries suspended by Bank will not settle on their scheduled Settlement Date. Customer acknowledges and agrees that the Overlimit Entry limit exists to protect Bank only and shall not be relied upon by Customer or any party claiming by or through Customer; Bank shall not have any liability to Customer or any other person for processing or failing to process payments that constitute an Overlimit Entry. If Customer wishes to initiate an Entry that would cause the amount of In-Process Entries to exceed the Entry Settlement Limit, Customer may submit to Bank its request to initiate an Entry that otherwise would be an Overlimit Entry. Customer must submit its request in accordance with the processing deadlines. Bank may require from Customer financial or other information in connection with Bank's consideration of the request. Bank may grant or deny Customer's request at its sole and absolute discretion. The approval of any Overlimit Entry shall not be construed to authorize or approve processing of any Overlimit Entry and shall not be deemed to be a waiver of Bank's right to approve, in its discretion, Overlimit Entries. In addition to the foregoing, Bank generally reserves the right to limit the nature and amount of the preauthorized debit/credit Entries processed under these Terms or to refuse to process any debit/credit Entries under these Terms if, in Bank's sole judgment (i) there is reasonable cause to believe that any Entry will be returned or will not settle in the ordinary course of the transaction for any reason, (ii) to do otherwise would violate any limit set by the applicable clearing house association or any governmental authority or agency to control payment system risk, or (iii) a preauthorized credit Entry or the return of a preauthorized debit Entry would create an overdraft of the accounts Customer designated as the accounts from which funds should be drawn in order to make any required payments (the "**Authorized Accounts**"). If any of the foregoing actions are taken by Bank with respect to a particular preauthorized debit/credit Entry, Bank will notify Customer as promptly as practicable, but in no event later than two (2) Business Days after its decision. Customer may not reinitiate entries except as prescribed by the Rules.

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f. **THIRD PARTY SERVICE PROVIDERS.** Customer may be using special equipment, services or software provided by a third party to assist it in processing Files hereunder ("**Service Provider**"). If Customer uses Service Provider to transmit Files to Bank and Customer and Service Provider have not entered into a Third Party Service Provider Agreement, Customer (i) agrees that Service Provider is acting as Customer's agent in the delivery of Files to Bank, and (ii) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the laws of the United States and any other Applicable Law, the Rules and these Terms. Bank will not be liable for any losses or additional costs incurred by Customer as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Customer is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates. Bank's sole responsibility shall be to transmit Bank approved transactions to the ACH Operator and Bank shall not have any responsibility for any File handled by Service Provider until such point in time when Bank accepts and approves a File from such Service Provider for processing. If Bank authorizes Customer to use a Service Provider, the terms and conditions governing the relationship between Customer and the Service Provider shall be governed by a separate agreement between Customer and Service Provider ("**Service Provider Agreement**"). All of Customer's obligations and responsibilities under these Terms will apply to the Service Provider, and Customer's separate agreement with the Service Provider must so provide. At Bank's request, Customer will provide to Bank a true and exact copy of such agreement. Customer shall designate the Service Provider as a User and the Service Provider must also enter into a Service Provider Agreement before the Service Provider sends Files to Bank. Notwithstanding the foregoing, Customer hereby authorizes Bank to accept any File submitted by the Service Provider even if the Service Provider has not been designated as a User or if the Third Party Service Provider has not executed the Service Provider agreement. Customer hereby indemnifies and holds Bank harmless from any losses, damages, fines, assessments, costs and expenses incurred or suffered by Bank or any other person as a result of or arising from Customer's use of Service Provider, including fines or assessments incurred under or pursuant to the Rules and attorneys' fees.

g. **SECURITY PROCEDURES.** Customer acknowledges and agrees that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("**Security Devices**") used in connection therewith, constitute commercially reasonable security procedures under Applicable Law for the initiation of ACH Entries. Customer authorizes Bank to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until Customer has notified Bank, according to notification procedures prescribed by Bank, that the Security Procedures or any Security Devices have been stolen, compromised, or otherwise become known to persons other than User and until Bank has had a reasonable opportunity to act upon such notice. Customer agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to Customer's deposit account maintained with Bank, and Customer agrees and intends that the submission of transaction orders and instructions using the Security Procedures shall be considered the same as Customer's written signature in authorizing Bank to execute such transaction. Customer acknowledges and agrees that Customer shall be bound by any and all Entries initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by Customer's authorized representatives, to the fullest extent allowed by law. Customer further acknowledges and agrees that the Security Procedures are not designed to detect error in the transmission or content of communications or Entries initiated by Customer and that Customer bears the sole responsibility for detecting and preventing such error.

   Customer agrees to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to User. Customer agrees to instruct each User not to disclose or provide any Security Procedures or Security Devices to any unauthorized person.

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Upon the request of Bank, Customer shall designate a system administrator to whom Bank may distribute Security Devices and with whom Bank may otherwise communicate regarding Security Procedures. Customer's system administrator shall have responsibility to distribute Security Devices to User(s) and to ensure the proper implementation and use of the Security Procedures by User(s). Where Customer has the ability to change or modify a Security Device from time to time (e.g., a password or PIN), Customer agrees to change Security Devices frequently in order to ensure the security of the Security Device. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if Customer believes that any Security Procedures or Security Devices have been stolen, compromised, or otherwise become known to persons other than User or if Customer believes that any ACH transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, Bank may issue Customer a new Security Device or establish new Security Procedures as soon as reasonably practicable, but Bank shall not be liable to Customer or any third party for any delay in taking such actions. Customer agrees to notify Bank immediately, according to notification procedures prescribed by Bank, if the authority of any Administrator shall change or be revoked. Customer shall recover and return to Bank any Security Devices in the possession of any User whose authority to have the Security Device has been revoked.

Bank reserves the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time per Bank's discretion. Bank will endeavor to give Customer reasonable notice of any change in Security Procedures; provided, however, Bank may make any change in Security Procedures without advance notice to Customer if Bank, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Bank's systems and assets. Customer's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Customer's agreement to the change and Customer's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

Specific Warranties for the Telephone Initiated Entries (TEL) SEC Codes or Internet Initiated Entries (WEB) SEC Codes include that Customer shall:

Ensure the utilization of commercially reasonable methods to establish the identity of the Receiver and warrant that each such Receiver has authorized the Originator to submit ACH Entries to its account(s) in settlement of transactions to which Receiver has agreed. For WEB debits, account validation is required and is part of a commercially reasonable fraudulent transaction detection system. Account validation for WEB debits applies to the first use of an account number or to changes to the account number. Originators of WEB debits must perform account validations when there are updates on account numbers in existing WEB authorizations.

As required by the Rules, Customer shall use commercially reasonable procedures to verify that routing numbers are valid for Entries originated using TEL / WEB.

Customer shall provide the Receiver the disclosures and information required by the Rules.

Customer shall cause the SEC Codes to be used as provided by and in strict conformance with the Rules (it being understood that failure to properly use SEC Codes shall be deemed a breach of these Terms and may result in termination of these Terms, in addition to other remedies available to Bank provided herein). Customer shall ensure that a secure internet session with each Receiver is provided, utilizing a commercially reasonable security technology providing a level of security prior to the Receiver entering any banking information.
Customer shall employ a commercially reasonable fraudulent transaction detection system to screen each Entry and represents and warrants that all transactions presented to Bank have been cleared by such system.

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Customer shall conduct an annual audit to ensure that the financial information it obtains from Receiver is protected by security practices and procedures that conform to the requirements of these Terms and include adequate levels of (i) physical security to protect against theft, (ii) personnel and access controls, and (iii) network security.

Customer is hereby advised that transactions involving TEL SEC Codes and WEB SEC Codes require additional approvals within Bank that may delay processing times. Further, if Customer receives Debit approval authority via TEL, such Customer shall be required to provide a notification over the phone that the call is being recorded, and Customer shall provide Bank with evidence of such recorded authorization upon Bank's request.

Customer shall cause its agents to adhere to security procedures and safeguards comparable to those provided in this Section G and the following Section H.

h. **PHYSICAL AND ELECTRONIC SECURITY**. Customer is responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in Customer's possession or under Customer's control. Without limiting the generality of the foregoing, Customer specifically acknowledges and agrees that as part of the foregoing obligation Customer shall comply with the provisions of Section 1.6 of the Rules, entitled "Security Requirements," for the safeguarding of Protected Information, as that term is defined in the Rules. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system or any ACH Origination services. Any material downloaded or otherwise obtained is obtained at Customer's own discretion and risk, and Bank is not responsible for any damage to Customer's computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Customer is responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to Customer's operating systems, and for protecting, securing, and backing up any data and information stored in or on Customer's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's operating systems or accessed through an Internet connection.

Customer acknowledges and agrees that it is its responsibility to protect itself and be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" and "pharming"). Customer agrees to educate User, agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Customer acknowledges that Bank will never contact Customer by e-mail in order to ask for or to verify account numbers, Security Devices, or any sensitive or confidential information. In the event Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees that neither Customer, nor its User(s), agents, or employees, in each case, shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail, or internet fraud.

In the event of a breach of the Security Procedure, Customer agrees to assist Bank in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Bank or Bank's agent access to Customer's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Customer further agrees to provide to Bank any analysis of such equipment, device, or software or any report of such analysis performed by Customer, Customer's agents, law enforcement agencies, or any other third party. Failure of Customer to assist Bank shall be an admission by Customer that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities of Customer or who obtained

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information facilitating the breach of the Security Procedure from Customer and not from a source controlled by Bank.

i. TRANSACTIONS REQUIRING BANK APPROVAL.

1. International ACH Transactions ("**IAT**"): Customer shall not process any IAT Entries or other foreign transactions through Bank without Bank's prior written approval.

2. Transactions On Behalf of Other Originators: Customer shall not process any Entries on behalf of other Originators without Bank's prior written approval. In addition, Customer shall have a direct relationship with any Receiver and shall be responsible for collecting Receiver authorization for any ACH Debit Entries.

j. CREDIT AND DEBIT ENTRIES; RECORDS RETENTION. Customer shall obtain an authorization ("**Authorization Agreement**"), as required by the Rules, from the Receiver whose account will be debited as the result of an Entry initiated by Customer. Customer shall retain each Authorization Agreement in original form while it is in effect and the original or a copy of each such authorization for two (2) years after termination or revocation of such authorization as stated in the Rules. Upon request, Customer shall furnish the original or a copy of the authorization to any affected Participating Depository Financial Institution, as defined in the Rules. Customer will receive immediately available funds for any electronic debit Entry initiated by it on the Settlement Date applicable thereto.

k. PROCESSING, TRANSMITTAL AND SETTLEMENT BY FINANCIAL INSTITUTION. Except as otherwise provided for in these Terms and to the extent Bank elects to accept Entries irrespective of the provisions below, Bank shall:

k.1 use commercially reasonable efforts to comply with the instructions of Customer, (ii) process Entries received from Customer to conform with the file specifications set forth in the Rules, (iii) transmit such Entries as an ODFI to the ACH processor selected by Bank, (iv) settle such Entries as provided in the Rules, and (v) in the case of an On-Us Entry, Bank shall credit the Receiver's account in the amount of such credit Entry on the date contained in such credit Entry provided such credit Entry is received by Bank at the time and in the form prescribed by Bank in Section E; and

k.2 transmit such Entries to the ACH processor by the deposit deadline of the ACH processor, provided: (i) such Entries are completely received by Bank's Cut-Off Time at the location specified by Bank to Customer from time to time, (ii) the Effective Entry Date (as defined in the Rules) satisfies the criteria provided by Bank to Customer, (iii) the ACH processor is open for business on such Business Day, and (iv) no basis exists for Bank to reject the Entry.

Customer agrees that the ACH processor selected by Bank shall be considered to have been selected by and designated by Customer. Nothing in this Section may be construed to limit the rights of Bank to reject any transaction or Entry. Notwithstanding any other provision of these Terms, Customer may not directly access or attempt to access the ACH Operator (it being understood that such direct access is prohibited and that Customer shall prohibit its agents from directly accessing the ACH Operator). Customer, its agents, customers, and Originators (collectively, "**TPS Parties**") shall not use or attempt to use, in each case, any routing information of Bank to effect transactions other than as permitted by these Terms (it being understood that these Terms contemplate that Bank, as ODFI, will interact with the ACH Operator).

l. RECORDING AND USE OF COMMUNICATIONS. Customer and Bank agree that all telephone conversations or data transmissions between the parties or their respective agents made in connection with these Terms may be electronically recorded and retained by either party by use of any reasonable means. Bank shall not be obligated to make such recordings.

m. PAYMENT FOR CREDIT ENTRIES AND RETURNED DEBIT ENTRIES. Customer agrees to pay Bank for all credit Entries issued by Customer or User(s), or credit Entries otherwise made effective against

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Customer. Customer shall make payment at such time on the date of transmittal by Bank of such credit Entries as Bank, in its discretion, may determine ("**Payment Date**"), and the amount of each On-Us Entry at such time on the Effective Entry Date of such credit Entry as Bank, in its discretion, may determine. Customer shall pay Bank for the amount of each debit Entry returned by an RDFI or debit Entry dishonored by Bank. Payment shall be made by Customer to Bank in any manner specified by Bank. In the event that the Authorized Accounts do not have sufficient available funds on the Payment Date, Bank is hereby authorized to charge any other account maintained by Customer with Bank as payment for credit Entries issued by Customer or returned or dishonored debit Entries. Customer shall maintain sufficient collected funds in Customer's account(s) to settle for the credit Entries on the Payment Date. If there are insufficient funds in a Customer account on the Payment Date to cover the total amount of all Entries to be paid on such Payment Date, Bank may, in its sole and absolute discretion, refuse to process such Entries until sufficient funds have been deposited therein. If Bank, in its sole and absolute discretion, elects to pay Customer's account in the overdraft on any one or more occasions, it shall not be considered a waiver of Bank's rights to refuse to do so at any other time nor shall it be an agreement by Bank to pay other items in the overdraft.

Customer agrees that Bank may require Customer to pre-fund Customer's Authorized Accounts so that sufficient funds are maintained in Customer's Authorized Accounts on the date that Customer transmits a file containing credit Entries to Bank.

n. **RESERVES.** From time to time, Bank shall evaluate Customer's transaction activity for the purpose of establishing averages for transaction frequency, amount, returns and adjustments. Customer shall provide to Bank, within five (5) days of Bank's request, any diligence information reasonably related to evaluating the need for any reserve requirement that Bank may impose on Customer. These evaluations will occur at least annually and may occur more frequently at Bank's discretion. In connection with these evaluations, Bank reserves the right to require Customer to establish reserves (the "**Reserves**") with Bank, in any amount determined by Bank, to cover Customer's obligations arising from ACH activities under these Terms. Reserves may be expressed as a fixed dollar amount or as a "rolling reserve" calculated based on "rolling" averages determined by Bank's periodic evaluations, at the discretion of Bank. The amount of Reserves required by Bank, if any, will be communicated directly to Customer from time to time.

Customer acknowledges and agrees that, until such time as all of the amounts owed by Customer, including its obligation to pay all returns, are paid to consumers (or other parties claiming a right to a return) in full, all funds in the Reserves account held with Bank shall be considered to be held by Bank for the sole interest, benefit, and protection of, and shall be considered to be the property of, such consumers (or other parties claiming a right to a return), and shall not be considered to be held for the benefit of Customer or be considered to be an asset for or property of Customer.

Customer agrees to promptly establish Reserves as required by Bank after receipt of a communication from Bank setting forth the amount of required Reserves and the basis of calculation used to determine the amount of Reserves. Bank may suspend ACH processing activity for Customer if Customer fails to establish the required amount of Reserves within the time period specified by Bank in its communication to Customer. If Bank creates a Reserve requirement prior to or concurrent with the execution and delivery of these Terms, the establishment of the Reserves satisfactory to Bank shall be deemed a condition precedent to Bank having any obligation under these Terms. Bank may, in its sole and absolute discretion, require Customer to retain its Reserves account with Bank for a period of up to two (2) years following the last debit Entry initiated by Customer. Customer acknowledges and agrees that the Reserves will be used to fund any and all returned items and that Customer shall not have any possessory or legal interest in the Reserves.

In the event these Terms are terminated or canceled for any reason, any unfunded settlements due to Customer will be placed in the account holding the Reserves and subject to the terms of these Terms.

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o. **REJECTION OF ENTRIES.** Customer agrees that Bank has no obligation to accept Entries and therefore may reject any Entry issued by Customer without liability to Customer. Bank has no obligation to notify Customer of the rejection of an Entry but Bank may do so at its option. Bank shall not have any liability to Customer for rejection of an Entry and shall not be liable to pay interest to Customer even if the amount of Customer's payment order is fully covered by a withdrawable credit balance in an Authorized Account of Customer or Bank has otherwise received full payment from Customer.

p. **CANCELLATION OR AMENDMENT OF ENTRY BY CUSTOMER.** Customer shall not have any right to cancel or amend any Entry after its receipt by Bank. However, Bank may, at its option, accept a cancellation or amendment by Customer. If Bank accepts a cancellation or amendment of an Entry, Customer must issue the cancellation or amendment in accordance with Bank's Security Procedure, and Bank shall use any commercially reasonable efforts that it deems appropriate to act on the request by Customer for cancellation of an Entry prior to transmitting it to the ACH processor or, in the case of an OnUs Entry, prior to crediting a Receiver's account, but Bank shall not have any liability if such cancellation is not effected. Customer shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry. If Bank accepts a cancellation or amendment of an Entry, Customer hereby agrees to indemnify and defend Bank from any and all claims, and to hold Bank harmless from any losses, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as the result of its acceptance of any such cancellation or amendment.

q. **REVERSALS OF ENTRIES.**

1. **General Procedure**s. Upon proper and timely request by Customer, Bank will use any commercially reasonable efforts it deems appropriate to effect a reversal of an Entry or File. To be "proper and timely," the request must (i) be made within five (5) Business Days of the Effective Entry Date for the Entry or File to be reversed, (ii) be accompanied by any reversal/cancellation request form requested by Bank, and (iii) comply with all of the Rules. In addition, if Customer requests reversal of a Debit Entry or Debit File, it shall ensure that there are sufficient funds in Customer's Authorized Accounts to fund such Debit Entry or Debit File. Customer shall notify the Receiver of any reversing Entry initiated to correct any Entry it has initiated in error. The notification to the Receiver must include the reason for the reversal and be made no later than the Settlement Date of the reversing Entry.

2. **No Liability; Reimbursement to Bank**. Under no circumstances may Bank be liable for interest or related losses if the requested reversal of an Entry is not effected. Customer shall reimburse Bank for any expenses, losses or damages it incurs in effecting or attempting to effect Customer's request for reversal of an Entry.

r. **ERROR DETECTION.** In the event that Customer makes an error or issues a duplicate Entry (including but not limited to errors made in identifying the Receiver, or an Intermediary or RDFI or for errors in the amount of an Entry or for errors in Settlement Dates), Bank shall not have any duty to discover any such error or duplicate Entry, nor shall Bank be liable therefor. Notwithstanding the foregoing, if Customer discovers that any Entry it has initiated was in error, it shall notify Bank of such error. If such notice is received no later than four (4) hours prior to the ACH receiving deadline, Bank will utilize reasonable efforts to initiate an adjusting Entry or stop payment of any "On-Us" credit Entry within the time limits provided by the Rules. In the event Customer makes an error or issues a duplicate Entry, Customer shall indemnify and defend Bank against all claims and hold Bank harmless from any losses, damages, or expenses, including but not limited to attorneys' fees, incurred by Bank as result of any such error or issuance of duplicate Entries.

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s. **PROHIBITED AND/OR RESTRICTED TRANSACTIONS**. Customer agrees not to use or attempt to use the ACH Services (i) to engage in any illegal purpose or activity or to violate any Applicable Law, (ii) to breach any contract or agreement by which Customer is bound, (iii) to engage in any of the businesses or activities listed on Bank's Restricted Business List, which list may be amended, modified and/or supplemented at any time in Bank's sole and absolute discretion, whether or not such Restricted Business relates to activities that are legal in any applicable jurisdiction, (iv) to engage in any activity or business that would result in Customer being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, unless Bank has specifically authorized such activity or business, (v) to engage in any transaction for the sale of goods or services that are illegal under the federal laws of the United States, irrespective of whether such goods or services may be legal under the laws of the state or other jurisdiction in which the underlying transaction occurs, (vi) to engage in any transaction using cryptocurrency (in any form), or other alternative currency or instrument (as determined by Bank), (vii) to process payments for a transaction in foreign currency, (viii) to allow any nested arrangements without Bank's prior written consent, or (ix) to engage in any transaction or activity that is not specifically authorized and permitted by these Terms. Customer acknowledges and agrees that Bank has no obligation to monitor Customer's use of the ACH Services for transactions and activity that is impermissible or prohibited under the terms of these Terms; provided, however, Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of these Terms.

t. **PRENOTIFICATION.** Customer, at its option, may send pre-notification that it intends to initiate an Entry or Entries to a particular account within the time limits prescribed for such notice in the Rules. Such notice shall be provided to Bank in the format and on the medium provided in the media format section of such Rules. If Customer receives notice that such pre-notification has been rejected by an RDFI within the prescribed period, or that an RDFI will not receive Entries without having first received a copy of the authorization signed by its customer, Customer shall not initiate any corresponding Entries to such accounts until the cause for rejection has been corrected or until providing the RDFI with such authorization within the time limits provided by the Rules.

u. **NOTICE OF REJECT AND RETURNED ENTRIES AND NOTIFICATIONS OF CHANGE.** Bank shall make available to Customer information regarding any returned Entry from the ACH Operator in compliance with the Rules. Bank shall not have any obligation to retransmit a returned Entry to the ACH Operator if Bank complied with the terms of these Terms with respect to the original Entry.

   Bank shall provide Customer all information, as required by the Rules, with respect to each Notice of Change ("**NOC**") Entry or Corrected Notification of Change ("**Corrected NOC**") Entry received by Bank relating to Entries transmitted by Customer. Bank must provide such information to Customer within two (2) Business Days of the Settlement Date of each NOC or Corrected NOC Entry. Customer shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) business days of Customer's receipt of the NOC information from Bank or prior to initiating another Entry to the Receiver's account, whichever is later, or issuing a Refused Notification of Change.

v. **NOTICE OF IMPROPER ENTRIES.** Bank shall provide Customer with a periodic statement reflecting the total of each File transmitted by Bank or credited to a Receiver's account maintained with Bank. Customer shall examine the periodic statement and notify Bank of any unauthorized or erroneous Entries within a responsible time, not exceeding thirty (30) days from the date that the periodic statement is made available to Customer. If Customer fails to deliver such notice, Customer may not assert against Bank any claim for interest on the amount of the Entries for the period prior to the date that such notice is delivered. If Customer fails to deliver notice to Bank of any unauthorized or erroneous Entries within one (1) year from Bank's issuance of any advice or statement reflecting such Entries, Customer is precluded from asserting that Bank is not entitled to retain the principal amount of the unauthorized or erroneous debit of Customer's account(s).

w. **PROVISIONAL SETTLEMENT.** Customer shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provision thereof making payment of an Entry by the RDFI

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to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Customer acknowledges that it has received notice of that Rule and/or the fact that if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Customer shall not be deemed to have paid the Receiver the amount of the Entry.

x. IDENTIFICATION OF RECEIVER. If Customer identifies the Receiver of the Entry by (i) account number or identifying number, or (ii) name and either account number or identifying number, Customer acknowledges that payment of the proceeds of the Entry to the Receiver shall be made by the RDFI, or by Bank in case of an On-Us Entry, on the basis of the identifying number or Bank account number even if it identifies a person different from the named Receiver. Customer is liable for and must settle with Bank for any Entry initiated by Customer that identifies the Receiver by (i) account number or identifying number or (ii) name and either account number or identifying number.

y. CUSTOMER REPRESENTATIONS AND WARRANTIES; INDEMNITY; COST ALLOCATIONS; CONFIDENTIALITY; AND RELATED RESTRICTIONS.

a With respect to each and every Entry transmitted by Customer, Customer represents and warrants to Bank and agrees that (i) each person or entity shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (ii) such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein, (iii) Entries transmitted to Bank by Customer are limited to those types of credit and debit Entries supported by Bank, (iv) Customer shall perform its obligations under these Terms in accordance with all Applicable Law and orders, including, but not limited to, the sanctions laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (v) Customer shall be bound by and comply with the provision of the Rules (among other provisions of the Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Customer shall defend, indemnify, and hold harmless Bank, and its officers, directors, agents, and employees, from and against any and all actions, costs, claims, losses, damages, or expenses (including attorneys' fees and costs) resulting from or arising out of (a) any breach of any of the foregoing warranties, representatives, or agreements, and (b) any act or omission of Customer or any other person acting on Customer's behalf.

b Customer agrees to pay immediately and upon demand, and in no case more than five (5) Business Days after Bank's request, all costs and expenses incurred by Bank in responding to matters that have arisen, in each case, (i) for the direct or indirect benefit of Customer (e.g., without limitation, requests for amendments, certifications, or any information), (ii) in enforcing or administering these Terms, or (iii) in responding to or addressing any third party claim, demand, or request. Such costs covered by this include, but are not limited to, court costs and attorneys' fees, whether incurred in litigation or not, with interest from the date of expenditure until said sums have been paid. Customer's obligation to pay out-of-pocket costs and expenses pursuant to this Section shall include costs and expenses paid by Bank or agents, in each case, in responding to third-party legal process, subpoenas, or similar legal demands received by Bank and its agents as a result of or in relation to these Terms or the transactions contemplated hereby.

c Customer hereby agrees to indemnify, hold harmless, and defend Bank and its affiliates and their respective officers, directors, consultants, agents and employees from any and all claims, damages, liabilities, costs and expenses, including without limitation reasonable attorneys' fees and litigation expenses, arising out of or as a result of any claim by a third party to the extent arising from, in each case, (i) a deliverable, Entry, or other information, as delivered to Bank, by on behalf of, or for the benefit of Customer, that in any way violates any local, state, or federal law or regulation or the Rules or (ii) any claim that Customer's logos, marks or any other information, materials or intellectual property, in the form delivered by Customer to Bank, violates any intellectual property rights of any

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third party. Customer shall not use the name or marks of Bank or any of its affiliates, or make any statement to the media regarding Bank or these Terms, without the prior written consent of Bank, executed by an officer of Bank holding the title of Executive Vice President or higher.

d Customer shall maintain adequate insurance for its operations and business activities, and upon request of Bank, shall provide insurance certificates naming Bank as an additional insured. Self insurance by Customer shall not be sufficient to satisfy this provision. Customer also represents and warrants to Bank that it maintains adequate business continuity and disaster recovery plans. Customer, during the term of these Terms, shall provide to Bank, within five (5) Business Days of Bank's request, any information or verification needed to comply with this Section, including, without limitation, any credit, financial, or insurance information. Customer shall indemnify, defend, and hold Bank harmless from any losses, damages, claims, or any other expense arising from any breach of this clause (4) by Customer.

z. ADDITIONAL CUSTOMER WARRANTIES FOR SELECTED STANDARD ENTRY CLASSES. NACHA, in its role of ensuring the safety, security, and viability of the ACH network has determined that certain single-use or limited-use consumer authorizations have the potential to increase risk in the ACH system and compromise system effectiveness by increasing the incidence of returned Entries. Therefore, to qualify as an Originator of such Entries, Customer hereby warrants to Bank that for each such ACH Entry submitted for processing, Customer has obtained all authorizations from the Receiver as required by the Rules, by Regulation E or other Applicable Law, and these Terms. Customer also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the Rules for the respective SEC Codes for Entries originated by Customer. Customer shall indemnify, defend and hold Bank harmless from any liability arising out of Customer's breach of these warranties. Customer authorizes Bank to communicate to NACHA or any governmental authority, without notice to Customer or any other person, any information about Customer or the transactions contemplated hereby as may be required, in the judgment of Bank, by the Rules or any Applicable Law, including, without limitation, any reporting of suspicious activity or transactions.

aa. FINANCIAL INFORMATION AND AUDIT. Bank may from time to time request information from Customer in order to evaluate a continuation of the ACH Services to be provided by Bank hereunder and/or adjustment of any limits set by these Terms. Customer agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Customer authorizes Bank to investigate or reinvestigate at any time any information provided by Customer in connection with these Terms or the ACH Services. Upon request by Bank, Customer hereby authorizes Bank or its agents, in each case, to enter Customer's business premises for the purpose of ensuring that Customer is in compliance with these Terms, and Customer specifically authorizes Bank or its agents, in each case, to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Customer hereby acknowledges and agrees that Bank shall have the right to mandate specific internal controls at Customer's location(s), and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow Bank to review available reports of independent audits performed at Customer location related to information technology, the ACH Services and any associated operational processes. Customer agrees that if requested by Bank, Customer shall complete a self-assessment of Customer's operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by Bank in an audit of Customer. Customer shall provide Bank with the results of the annual audit conducted by an independent party pursuant to the Rules promptly (and not longer than 30 days) after such audit has been completed. If (i) Customer refuses to provide the requested financial information, (ii) Bank concludes, in its sole and absolute discretion, that the risk of Customer is unacceptable, (iii) Customer violates these Terms or the Rules, or (iv) Customer refuses to give Bank access to Customer's premises, Bank may terminate the ACH Services according to the provisions hereof.

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bb. **DATA RETENTION**. Customer shall retain data on file adequate to permit remaking of Entries for three (3) days following the date of their transmittal by Bank as provided herein and shall provide such data to Bank upon its request. Without limiting the generality of the foregoing provisions, Customer specifically agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, Customer's responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules. Customer shall provide to Bank, at Bank's request, true, accurate, and complete copies of any such records provided for in this Section.

cc. **REIMBURSEMENT.** Any reimbursement by Bank for any liability hereunder may be made either directly to Customer or by adjustment of the aggregate ledger and collected balances of Customer's accounts.

dd. **INTEREST CALCULATIONS**. Any interest payments due by either party pursuant to Article 4A of the UCC shall be calculated at an annual rate equal to the average Federal Funds rate at the FRB of New York for the period involved.

ee. **CUSTOMER AS RECEIVER.** If Customer is the Receiver of an Entry or other funds transfer, and Bank does not receive final settlement for any payment made to Customer by Bank, Customer acknowledges and agrees that Customer is obligated to Bank for the amount of the payment order and Bank is authorized to charge Customer's account(s) for any amount paid to Customer. If Bank credits Customer's account for an Entry or other funds transfer naming Customer as the Receiver, such credit Entry to Customer's account is not acceptance of the funds transfer by Bank until one hour after the opening of business on the Business Day after the credit Entry is made to the account. Notwithstanding the foregoing, Bank may make funds available to Customer at an earlier time at Bank's option. Bank has no obligation to notify Customer of receipt of a funds transfer naming Customer as the Receiver even if payment for the funds transfer to Customer is made by credit to Customer's account or the payment order directs payment to an account. Demand by Customer for payment of a payment order for which Bank is obligated to pay to Customer must be made in writing and delivered to Bank at the location designated in Section 28 hereof. Issuance of a check by Customer on the account to which payment was made shall not constitute notice under this section.

ff. **MEDIA AND RECORDS.** All media, Entries, security procedures and related records used by Bank for transactions contemplated by these Terms shall be and remain Bank's property. Bank may, at its sole and absolute discretion, make available such information upon Customer's request. Any expenses incurred by Bank in making such information available to Customer shall be paid by Customer. Bank retains ownership of all its intellectual property, and these Terms create no interest in such property on the part of Customer or any person claiming by or through it. Customer hereby grants Bank an irrevocable license, for the purposes of being used consistent with these Terms (it being understood that such license is coupled with an interest), in any information or other intellectual property owned by Customer that is transmitted to Bank pursuant to or in relation to these Terms**.**

gg. **COOPERATION IN LOSS RECOVERY EFFORTS.** In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the services provided under these Terms, Bank and Customer will undertake reasonable efforts to cooperate with each other, as permitted by Applicable Law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party. Reasonable efforts shall not be construed to require Bank to take any legal action on behalf of Customer or to share information that cannot be shared without the authorization of a third party. If the loss or need for recovery arises out of a party's breach of these Terms, that party shall be required to cooperate with the non-breaching party, and the non-breaching party shall not be expected to accommodate the breach of the breaching party.

hh. **SAME DAY ENTRIES.** A Credit or Debit Entry with an Effective Entry Date of the date of the transmission of the Entry or File to Bank and received by Bank prior to 12:00pm PT shall be considered to be a Same Day Entry. Entries above $1,000,000 are not eligible for Same Day ACH processing. In addition to any

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other fees that Customer is obligated to pay Bank, Customer hereby agrees to pay Bank the Same Day Entry fee established by Bank from time to time for Same Day Entries transmitted to Bank by Customer (the "**Same Day Fee")**. For the avoidance of doubt, if Customer submits an Entry as a Same Day Entry in error, Customer shall be liable for the Same Day Fee and for any other liabilities or losses associated with the erroneous or unauthorized initiation of an Entry on a same day basis, including but not limited to, the debiting of an account prior to the date on which such account should have been debited.

ii. **ACH BLOCKS & FILTERS.** ACH Blocks & Filters permit you to define which ACH Entries will or will not post to your account and apply to all incoming ACH Entries to your account. ACH Items received prior to the setup of an ACH Block or ACH Filter may be paid in accordance with the NACHA Rules.

An ACH Block may be set for all ACH Entries, Debit or Credit Entries, or by ACH Company ID (ACH Customer). At the ACH Company ID level, you may enable filters by SEC code and/or establish dollar thresholds. By establishing a Block Order, you authorize the automatic return of ACH items that meet the criteria of the ACH Block Order without notice to you. ACH Filter Authorizations override any ACH Block orders on an account.

You acknowledge that your failure to use ACH Blocks could substantially increase the likelihood of undetected fraudulent activity on your account. You agree that if you fail to implement ACH Blocks following our request that you do so, you will be precluded from asserting any claim against us for paying an unauthorized, altered, counterfeit or other fraudulent item that ACH Blocks was designed to detect or deter, and we will not be required to re-credit your account or otherwise be liable to you for paying such item.

jj. **ACH TRACE NUMBER REPORTING.** ACH Trace Number Reporting permits Customer to retrieve a report including a match of original ACH Trace Number to bank-assigned ACH Trace Number of ACH Entry Detail Records. Eligible ACH Entry Detail Records for ACH Trace Number Reporting purposes include Customer-originated transactions for which Bank is the Originating Depository Financial Institution. Customer must be enrolled in ACH Origination in order to elect this service. Originated transactions for which Bank is both the Originating Depository Financial Institution and Receiving Depository Financial Institution are excluded. Customer must authorize a designated User for ACH Trace Number Reporting.

Bank will use its best efforts to provide the ACH Trace Number Reporting that Customer has selected. Bank does not, however, guarantee that Customer will be able to retrieve reports at all times or that all Customer-originated ACH transactions for which ACH Trace Number Reporting may be otherwise available will adequately process to the system. Customer acknowledges that there exist many reasons and causes that ACH Trace Number Reporting may be delayed or unavailable or that omission of information within report may occur, including, but not limited to, (a) transmission failure or outage, (b) errors based on account or routing number information, and (c) batch violations and/or suspensions. Bank shall have no liability or obligation for Customer's inability to retrieve one or more reports at any time.

ARTICLE III

ADDITIONAL SERVICES

Bill Pay

Bill Pay allows you to make payments to businesses as well as to individuals through the ACH network or by check. This service uses a single sign-on security feature that matches your User ID and password to authenticate you into the business bill pay service.

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Checking and Savings Accounts

From time to time, we may offer you or you may open a variety of deposit accounts. Each such account (the "Account") is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. This disclosure describes the terms, services and the interest calculation with respect to the Deposit Accounts opened through the Bank's website.

If your account earns Interest, the following information applies unless otherwise specified in the description for your account type: Rate Information:

- The interest rate and corresponding APY for savings and money market accounts are variable and are set at our discretion.
- Your interest rate and annual percentage yield may change.
- Fees may reduce earnings.
- At our discretion, we may change the interest rate on your account at any time.

Balance Computation Method: We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the balance in the account each day.
Compounding and Crediting: Interest is compounded daily and calculated on a 365/366 day basis. Interest is credited on a monthly basis.
Accrual of Interest on Noncash Deposits: Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Limitations on Withdrawals The Bank may choose to impose limits on the number of certain types of withdrawals and transfers you can make each month from your savings or money market account. Please note, that these limits do not apply to withdrawals or transfers made at a branch, by mail or at an ATM. You can make no more than a combined total of six (6) per month or monthly statement cycle (subject to Available Balance) from among the following:

- Preauthorized transfers (including transfers for overdraft protection)
- Telephone transfers or other electronic transmissions
- Direct Link Online and Direct Link Mobile transfers or bill payment transfers
- Transfers by check, draft, debit card, if allowed on your savings account
- We count checks for the purposes of transaction limitations as of the date the check posts to your account (not as of the date you write them).

In addition, each time a transfer is paid against your account in excess of those allowed by the Bank, you may be assessed an "Excess Transaction or Withdrawal Fee". If you exceed the transfer limits on more than an occasional basis, we may convert your account to one not subject to transfer limitations or close your account. If we close or convert your account, you will receive a separate communication from us informing you of our actions. We may refuse to allow any withdrawals without the Bank creating liability to you, if we have a concern that one or more transactions on your account may have been unauthorized or fraudulent, if there is a dispute concerning the Deposit Account that makes us uncertain regarding the instructions that have been given, the Deposit Account is garnished or attached, the Deposit Account has been pledged to the Bank as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you have failed to repay an obligation to us on time.

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Check Print Service

With our Check Print Service, you may request that we create checks on your behalf that are drawn on deposit accounts maintained by you at Bank. Before using a Check Print Service, Administrator may authorize other users perform duties in connection with this Service. You agree to use commercially reasonable security protocols when you deliver check issuance requests to us. We are not responsible for detecting any errors in the content of your check issuance requests to us. You agree that we may act on any check issuance request that you electronically transmit to us. You must create and transmit to us a check issuance request for each check that you want us to issue on your behalf. You must make certain that each check issuance request confirms in form and substance to the requirements set forth herein, including observing Bank's cutoff times on a Business Day. You must ensure that collected and available funds, sufficient to cover the total of all checks issued, are on deposit in your account. We will debit your account to cover such checks when such checks are presented to your account for payment.

Integration Technology Services

Customer may elect to send or receive instructions, data, transactions, or reports ("Information") to or from Bank related to the Service(s) via electronic means, including, without limitation, online, file transmission, SWIFT or API integration ("Delivery Method"). Bank may establish different deadlines depending on the Delivery Method employed by Customer and all such deadlines are subject to change.

Bank will make every reasonable effort to deliver information by the mutually agreed upon time but does not guarantee a specific delivery time. Accordingly, Bank's responsibility to Customer shall be to deliver such information as close to the agreed time as may be reasonably practicable.

Integration Technology Services are provided using certain Security Procedures, designed to confirm the information delivered to Bank is authentic. You are responsible for having processes and controls in place to satisfy or maintain the Security Procedures and you understand and agree that information initiated by you and authenticated using the Security Procedures are authorized by you.

Any transaction instruction or confirmation received by the Bank shall be deemed authorized and you shall be responsible for the transaction. Bank is entitled to rely and act upon information submitted by Customer to Bank and Bank shall have no obligation or responsibility to audit, check, or otherwise verify the information. If the information submitted by Customer to Bank is incomplete, not in Bank's required format or if Bank discovers an error in the information, Bank may delay performance of a Service and, at Bank's option, require Customer to correct, complete or resubmit the information. If information is delivered late to Bank for any reason, Bank may also delay performance of a Service. Any delay allowed hereunder maybe for such time as Bank determines. Bank shall be entitled to additional compensation for Bank's cost or expense attributable to a delay. Bank will attempt to notify Customer prior to incurring any additional expense for which Customer will be liable, but Bank is not required to do so.

Information furnished by Customer to Bank in connection with a Service will be safeguarded by Bank to the same extent that Bank safeguards our own similar information. Bank acknowledges your Information to be Customer's proprietary information and we will not use Customer's Information without Customer's prior consent except to provide a Service and for other purposes as required or permitted by law.

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Image Services

Image Services permits Customer to retrieve and view online images of account statements and checks issued in connection with Customer's Accounts (the "**Image Services**"). Image Services also include reporting of check detail. The type of items, reports, and documents for which Image Services are available may be changed or updated from time to time by Bank. Customer must authorize a designated User for Image Services.

Bank will use its best efforts to process and provide retrieval access to images of all items, reports, and documents for which Image Services are available, and which Customer has selected. Bank does not, however, guarantee that Customer will be able to retrieve and view all images at all times or that all items, reports, and documents for which Image Services may be otherwise available will adequately process to the Image Services archive system. Customer acknowledges that the Image Services archive system may not be accessible from time to time or a retrieval request may not be completed and the designated User referred to above may be required to access Image Services at a later time. Customer acknowledges that there exist many reasons and causes that certain images may not be available for retrieval or that certain items or documents may not adequately process to the Image Services system, including, but not limited to, (a) an item bearing a deficient MICR line that does not post to the Images Services archive, (b) errors based on account or routing number information, and (c) incompatible search criteria for certain items or documents. Bank shall have no liability or obligation for Customer's inability to retrieve one or more images, reports or documents at any time.

Customer acknowledges that the visual quality of a retrieved image depends on the visual quality of the item or document from which the image was created. The darkness, tint, tone, and clarity of both written and background characters contained in the original source item or document affects directly the quality of the image created. Bank shall have no responsibility or obligation to enhance or improve the visual quality of any image based on the condition or visual quality of the original source item, image, or document.

Bank from time to time will communicate to Customer the time of day at which the various types of images created in connection with Image Services will be available for retrieval. The availability times may change from time to time as communicated to Customer by Bank.

Information Reporting

Our Information Reporting and Check Imaging Services ("**Information Reporting**") make certain account, transaction and related information available to you to help you control and manage your accounts. You may elect to have accounts of another company/organization reported to you with Information Reporting. You agree that, for each such account, the company/organization will provide us with its written authorization, in a form acceptable to us, for us to make that company's account information available to you. You represent and warrant that such other company has authorized us to make its account information available to you.

The Customer authorizes Bank to report to any Administrator or to those persons designated by Customer for Information Reporting concerning all accounts and account clearings and transactions, including, but not limited to, checking, savings, disbursement, zero balance, money market and loan balance accounts, which Customer now or in the future maintains with Bank. Bank will make available this information at times specified by Bank from time to time. Customer agrees to maintain and update Information Reporting templates as needed.

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Lockbox Services

In order to simplify the collection process for Customer, Bank can establish a post office box for Customer and Customer may direct its clients to send payments to such post office box. Bank subsequently collects, processes and deposits such payments into Customer's account with Bank.

If lockbox services are requested, a Lockbox Agreement must be executed by Customer and Bank in addition to these Terms.

Positive Pay – Checks

Check Positive Pay is designed to help you identify and resolve suspect check activity in a timely manner. On or before the Business Day that you issue checks on your designated deposit account, you provide us with a data file giving the issue date, number, and amount of each such check ("**Issue Input**"). If you issue a check and deliver it to the payee for payment on the same day, you must immediately notify us of the number and amount of such check. Your Issue Input may be provided to us through Direct Link Online.

Each Business Day, we electronically match the serial number and dollar amount of each check that posts to your designated deposit account (individually "**Item**" and collectively "**Items**") against the Issue Input provided by you. If an Item matches your Issue Input, we will pay the Item. If an Item does not match your Issue Input, we will identify the Item as an "Exception Item" and report it to you via Direct Link Online.

The deadline for submitting a file is 7:00 p.m. PT. Customers are responsible for ensuring that a check issue file is uploaded through the system no later than on the day the check is issued. Checks not included in the check issue file will be presented as exceptions.

Each Business Day you must promptly review all Exception Items. You must assign a "Pay" or "Return" decision to each Exception Item before our established cut-off time of 11:00am PT. If an Exception Item is not assigned a "Pay" or "Return" decision by our cutoff time, the Exception Item(s) will be returned to the presenting bank with the reason.

Payee Positive Pay

This feature enhances the Check Positive Pay by additionally comparing the payee name from the check against the payee name on the Issue Input. As part of Issue Input, you will now include payee name information. When checks are presented for payment, in additional to comparing the check number, and amount, we verify the payee name on the check to the payee name provided on the Issue Input.

By transmitting an Issue Input with Payee Information or other Issue Input to us, you warrant that all checks that match the information on the Issue Input were properly issued by you and we shall have no further responsibility or liability for examination of the checks for fraudulent signatures or material alterations. We shall be entitled to rely and act upon any advice or instruction given to us by you in accordance with this Service without further inquiry if the advice or instruction is given to us in the form and manner and within the time as we shall require. We shall not be obligated to pay any check or Item or Exception Item which you advise or instruct be paid if you do not have on deposit in the deposit account on which the check or Item or Exception Item is drawn at the time of presentment good and sufficient collected funds to enable us to pay the Item or Exception Item without overdrawing the deposit account. You will not use our Positive Pay Services to pay your obligations on a delayed basis or in place of a stop payment order on any check, Item or Exception Item which you know before its presentment you do not want to have us pay.

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You acknowledge that your failure to use our Payee Positive Pay Service could substantially increase the likelihood of undetected fraudulent activity on your account and that it is neither manifestly unreasonable nor unreasonable under the circumstances for us to require you to use our Payee Positive Pay Service upon request. You agree that if you fail to implement our Payee Positive Pay Service following our request that you do so, you will be precluded from asserting any claim against us for paying an unauthorized, altered, counterfeit or other fraudulent item that the Payee Positive Pay Service was designed to detect or deter, and we will not be required to re-credit your account or otherwise be liable to you for paying such.

RemitPlus Express

Our RemitPlus Express Service is an effective supplement or alternative to a traditional lockbox service. Remit Scan gives you the convenience of an internal lockbox service without having to support the associated technology. It is designed to support businesses that still receive payments directly into their offices or that deposit a moderate number of remittances that would not normally require a lockbox service. With our RemitPlus Express Service, you scan the check and any associated remittance documents at your office and you transmit them to our service provider for ultimate deposit in your account. Instead of taking those payments to a bank branch for deposit and manually updating receivables, you use our RemitPlus Express Service as a remote or "virtual" lockbox increasing your efficiency, improving funds availability and automating the receivables update process. To use our RemitPlus Express Service you only need a desktop scanner and a personal computer with an Internet connection. Your scanned payments and related documents are processed by our service provider using the same business rules as our lockbox services. RemitPlus Express Service images both sides of checks and associated remittance documents including coupons, invoices, envelopes and full-page documents. It captures MICR as well as any OCR information from the payments. You provide your own scanner from the list of scanner makes and models that will integrate with RemitPlus Express Service to meet your needs. The check and remittance document images are received by our service provider and processed as an electronic check. You destroy the checks after scanning as specified by our User Documentation. If you require that additional information be captured from the images, you must request it and it will be combined with MICR and OCR data and provided back to you on an electronic file for an automated update of receivables. RemitPlus Express Service is a web-based payments portal for researching images, viewing batch summary and deposit total reports and decisioning Exception Items online. Images are stored on an image archive for easy access using our service provider's online payment portal.

PLEASE NOTE: Our RemitPlus Express Service is not available and cannot be used outside the borders of the continental United States. By using our Remit Scan Service, you understand and agree to this limitation.

Foreign Check Receipt

If presented with a foreign check for deposit, and provided Bank agrees to accept such foreign check for deposit, Bank will handle it as a collection item and shall convert it at the current daily rate (to be determined in Bank's sole and absolute discretion) and apply it to your account in US Dollars. Foreign check collection takes an average of six (6) weeks, and the timeframe is completely outside of Bank's control. During this period your account may, in our sole and absolute discretion, receive a provisional credit, and if the funds are returned, your account will be debited accordingly. Any fees for the collection of the foreign check or return (whether imposed by Bank or by the foreign bank) may be deducted from your account. When submitting a check for foreign collection, you are assuming all liability and hereby waive all rights to any claims or actions against Bank, including but not limited to, any notice of dishonor, nonpayment, or protest with respect to any items credited to or charged against your account. Bank has sole and absolute discretion and reserves the right to refuse any foreign check presented for collection.

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Funds Availability

This policy applies to deposits into accounts that are opened at the Bank. All deposits are processed at Bank's processing facility located in San Diego, CA, and are received either electronically, through the mail, or in person. Please do not mail cash deposits. In the event Bank receives cash deposits, you agree that the Bank's determination of the amount of the deposit will be conclusive. The Bank is responsible for mailed deposits only after the Bank has received them. The Bank is not liable for any deposits, including cash, lost in the mail. Remember: when you use the U.S. mail to make a deposit, you will need to allow extra time for the deposit to reach us.

The Bank's policy is to make funds from certain electronic deposits available to you on the business day the Bank receives the deposit. However, the Bank may delay the availability of funds from your check deposits to afford us time to verify the deposit and ensure the funds are collected. During this time, you may not withdraw the funds and the Bank will not use the funds to pay checks you have written or other debits against the account that you have initiated, such as electronic bill payments.

The length of the delay is counted in business days from the day of your deposit. Every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day your deposit is received by the Bank. However, if you make a deposit after our cutoff time or on a day we are not open, we will consider the next business day we are open to be the day of your deposit. The availability of your deposit varies depending on the type of deposit and is explained below.

Our deposit cutoff times are as follows:

- Branch deposits:
  - California: 5pm Pacific Time for same-day processing
  - Nevada: 5pm Pacific Time for same-day processing (does not accept cash transactions)
- Axos ATM deposits:
  - Axos Bank ATMs: 5pm Pacific Time for same-day processing
  - Non-Axos Bank ATMs: 2:30pm Central Time for same-day processing
- Check deposits made via Remote Deposit Capture (Desktop or Mobile): 8pm Pacific Time
- Electronic credits (such as Direct Deposit or account transfers): Credit received at least 2 days before the settlement date, will be posted by 8:30am Central on the date specified as the settlement date

This funds availability policy does not apply to checks drawn on banks located outside the United States of America.

Funds from electronic direct deposits to your account will be available on the same day the Bank receives the deposit.

Funds from the following deposits on established accounts are available on the first Business Day after the day of your deposit:

- U.S. Treasury Checks that are payable to you
- Wire Transfers
- Checks drawn on the Bank (on-us items)

If you make a deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- Cash
- State and local government checks that are payable to you
- Cashiers, certified, and teller’s checks that are payable to you

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- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

If you make your deposit at a nonproprietary ATM (an ATM not owned or operated by Axos Bank), funds from these deposits will be available no later than the fifth business day after the banking day of deposit.

If you make a deposit using our Remote Deposit Capture, funds from these deposits will be available on the 5th business day after the day we accept your deposit. Note: At its discretion, the Bank may decline to accept any item for deposit.

In some cases, we will not make all funds that you deposit by check available to you by the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $225 of your deposits, however, may be available no later than the first business day after your deposit. If we are not going to make all funds from your deposit available by the first business day after the day of your deposit, we generally notify you by mail or e-mail if the Bank delays 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 seventh business day after the day of your deposit. If you need the funds from a deposit right away, you should ask when the funds will be available.

Remote Deposit Capture (Desktop and Mobile)

Remote Deposit Capture service allows you to make deposits to your accounts with Bank from a single or multi item check scanner by sending images of paper checks which will convert into electronic items or Substitute Checks.
You will capture digitized images of Items using the software and equipment provided by or through us or other software and equipment acceptable to us, and will ensure that the output files are compatible with the Service. Any software necessary shall be maintained by you, except as the parties may otherwise agree in writing, and must meet technical specifications acceptable to us. You have the ability to purchase a single or multi-feed check scanner that is compatible with our Service, or if you currently own a single or multi-feed check scanner, please check with Bank for compatibility.

Customer understands that any amount credited for items deposited using Remote Deposit Capture is provisional credit and agrees to indemnify Bank against any loss Customer suffers because of acceptance of the remotely deposited check.

Any image of a check that is transmitted for deposit must accurately and legibly provide all the information on the front and back of the check prior to being scanned. The scanned image of the check transmitted must accurately and legibly provide the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) Payee information placed on the check prior to the time an image of the check is captured and properly endorsed on the back of the check.

You will submit Items for processing to us that meet the ANSI X9.37 standards for image quality required by Regulation CC, or other standards established by us or Applicable Law. Our processing of any Non-Qualifying

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Items shall not constitute a waiver by us or obligate us to process such non-qualifying items in the future. We may discontinue processing of Non-Qualifying Items at any time, without cause or prior notice.

You will not attempt to scan and transmit to us any Item which (a) has been a previously truncated and reconverted Substitute Check (any such previously truncated and reconverted Substituted Check must be physically deposited with us); or (b) has already been transmitted by you.

You will (a) ensure that Items are endorsed or otherwise processed to permit only financial institutions to acquire rights of a holder in due course in the collection process of Items; (b) handle, process, maintain and destroy original checks; and (c) ensure that no financial institution (depositary, collecting or payer), drawee, drawer or endorser receives presentment or return of or otherwise is charged for an Item or its corresponding electronic item more than once.

You will use the Service, including the entering, processing and transmittal of Items. In addition, you will provide, at your own expense, an internet connection via a digital subscriber line (DSL) or other connectivity having equivalent or greater bandwidth and all other computer hardware, software, including but not limited to, a web browser, and other equipment and supplies required to use the Service, all of which must satisfy any minimum requirements or as otherwise acceptable to us. You will provide, or obtain from another party selected by you at your expense, support and maintenance of such internet connection and all other such computer hardware, software, and equipment required to use the Service, including without limitation, troubleshooting internet connectivity issues with your ISP, and we will not be responsible therefor.

You shall be responsible for verifying our receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with us.

You shall be responsible for installing and implementing any changes and upgrades to the Service as required by us within five (5) days to ensure compliance with regulatory changes or developments, or to protect the integrity and security of the Service. You will further ensure the equipment for the Service is clean and operating properly, and inspect and verify the quality of images and that the digitized images of Items are legible for all posting and clearing purposes.

Items processed for deposit through the Service will be deemed to have been received by us for deposit at the time the electronic Items are actually received and accepted at the location where our designated agent posts the credit to your account. A deposit of electronic Items will be deemed to have been received and accepted by us for deposit when all of the following have occurred: (a) we have preliminarily verified that (i) the image quality of the electronic Items is acceptable to us in our discretion, (ii) all Item information is complete and (iii) the deposit totals are balanced to the Item information provided for the deposit; and (b) we have successfully performed all further validation routines with respect to the deposit. Notwithstanding the foregoing, Items received by us for deposit may be rejected by us in our sole and absolute discretion.

Items will be processed and ready for presentment by us after we receive all good digitized images and associated data for any given transmission from you. We will use commercially reasonable efforts to present Items or corresponding electronic Items to the applicable Endpoint within a reasonable period of time following such receipt. If an Item is not accepted for deposit, then you may submit the original voided Item for processing or contact the maker to re-issue the Item. If you submit the original voided Item for processing, we reserve the right to refuse to process the Item for deposit and presentment to the Payer Bank and may instead require you to have the maker re-issue the Item.

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It is your responsibility to understand and build into your transmission schedules the appropriate deadlines necessary to meet the availability schedules of Bank. You are further responsible for understanding and building into your transmission schedule the changes in transmission windows required by time changes associated with Daylight Savings Time.

You will be solely responsible for establishing, maintaining and following such security protocols as you deem necessary to ensure that output files transmitted directly to us are intact, secure and confidential until received by us; provided, such security protocols must, at a minimum, be commercially reasonable. In addition to your security protocols, you agree to implement Security Procedures that we may offer to verify the authenticity of any output files transmitted to us in your name. If we verify the authenticity of an output file using Security Procedures chosen by you, then you agree that we may rely on and you will be obligated on the output file, whether or not the output file was authorized by you. Also, if an output file was authorized by you, you will be obligated on the output file even if we did not verify its authenticity using the Security Procedures and even if the Security Procedures would have prevented error. You agree that the Security Procedures are intended to verify authenticity and not to detect error.

You are subject to a satisfactory financial review by us at the time of application for Remote Deposit Capture services, and from time to time, in each case, at our sole and absolute discretion, and in accordance with our established criteria. You will, upon our request, provide any such financial-related information and assistance as we may require to perform any such review. Your failure to meet such standards as established at our sole and absolute discretion or to provide such information or assistance when requested by us shall constitute a breach of these Terms and shall permit us to terminate these Terms and the Remote Deposit Capture service.

Transaction limits will be established for you as agreed between you and us. You agree to set appropriate limits for your users and hold us harmless for processing those deposits submitted by these users within the limits set by us even if those limits differ from those set by you.

Bank may deny, suspend, or revoke access to Remote Deposit Capture immediately at our sole and absolute discretion without notice. In the event of termination of service, the customer will remain liable for all transactions performed on the account.

The following items are not permitted for deposit:

- Any item that is stamped with a "non-negotiable" or "void" watermark
- Any item that contains evidence of alteration to the original information
- Any item issued by a financial institution in a foreign country (except to the extent otherwise set forth herein with respect to foreign check collection)
- Any item not payable in US Dollars
- Any item that is "stale dated" or "postdated"
- Any third party check, i.e., any item that is made payable to another party • Any Savings Bonds

You hereby agree to retain each paper check used for Remote Capture Services in a secure location for at least thirty (30) days following the scanning of such paper check. Upon our advance request, and during normal business hours, you shall allow us to inspect the facilities where such paper checks are stored to ensure compliance with the provisions contained herein.

We may periodically audit in order to verify your compliance with this Section or for any other reason in connection with the Remote Deposit Service. You agree to cooperate and provide information or documents at your expense as may be reasonably requested by us in the course of such audit. Upon receipt of a confirmation from the Bank that Bank has received the image of the item, you agree to prominently mark the item as “Electronically Presented” or “Void” and never represent the item.

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Deposits will be processed Monday through Friday, excluding federal holidays, and will post that same day if deposits are received before 8:00 p.m. PT. Deposits received after 8:00 p.m. PT will be posted the following Business Day. For checks converted to ACH transactions, the deadline is 6:00 p.m. PT.

Our Receipt of Deposits

In receiving deposits, we act only as your collecting agent and assume no responsibility beyond the exercise of ordinary care. All deposits are posted to your designated deposit account conditionally, and only if the item is payable in U.S. dollars, subject to our receipt of final payment. If final payment is not received on any item you deposited to your account or that we cashed for you, or if any direct deposit, automated clearinghouse deposit or electronic fund transfer to your account is dishonored by the issuing financial institution for any reason, you agree to pay us the amount of the dishonored deposited funds, and you authorize us to debit any deposit account with us of which you are an owner, without prior notice and at any time, for the amount of the returned item or other deposit. You also authorize us to debit your account for the amount of our returned item fee, any interest paid on the deposit, and any other fee we pay or loss we incur. We may also use any other legal remedy to recover the amount you owe us. We are not responsible for any transactions, including any transactions sent through the mail, until we actually receive and post the transaction to your account. We are not liable for the default or negligence of our duly selected agents or correspondents, nor for losses in transit.

Processing Transactions and Posting Orders

Posting transactions to your account impacts your account balance. Posting a credit increases your balance. Posting a debit or hold reduces your balance. Credits include but are not limited to the following: teller deposits, direct deposits and credits we make. Holds include but are not limited to the following: deposit holds, debit card authorizations, and holds related to cash withdrawals and electronic transfers. Debits include withdrawals, transfers, payments, checks, one-time and recurring debit card transactions, and fees. We use automated systems to process transactions and then to post transactions to accounts. When we process multiple transactions for your account on the same day, you agree that we may in our discretion determine our posting orders for the transactions and that we may credit, authorize, accept, pay, decline or return credits, debits and holds in any order at our option.

Posting Orders

This section summarizes how we generally post some common transactions to your account. We group the different types of transactions into categories. We use several different categories for holds, credits, and debits. Most categories include more than one transaction type. After the end of the business day, our automated systems assign each transaction received for that day to a category. We generally post all transactions within a category, using the posting order or orders that apply to that category, before we post any transactions assigned to the next category.

Changing Posting Orders

You agree that we may determine in our discretion the orders in which we post transactions to your account.

You agree that we may determine in our discretion the categories, the transactions within a category, the order among categories, and the posting orders within a category. We sometimes add or delete categories, change posting orders within categories and move transaction types among categories. You agree that we may in our discretion make these changes at any time without notice to you.

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Posting Orders Determined at End of Day

We receive credits, debits and holds throughout the day. Regardless of when during the day we receive transactions for your account, you agree that we may treat them as if we received all transactions at the same time at the end of the business day.

During the day, we show some transactions as processing. As an example, we show some transactions as processing on Direct Link Online. Please note that transactions shown as processing have not been posted yet. The posting order for these transactions is determined at the end of the day, with the other transactions we receive for that day.

You should note that often we do not receive debits on the same day that you conduct them. As an example, when you use your debit card to pay for a purchase at a merchant and sign for the transaction, we usually receive an authorization request from the merchant the same day, but we might not receive the final debit card transaction for payment and posting until several days later. We generally post credits and debits to your account, and report them on your statement, in a different order than the order in which you conduct them or we receive them.

Smart Pay Express and Integrated Smart Pay Express

Smart Pay Express (SPE) and Integrated Smart Pay Express (ISPE) provide a website set up for Customer and End-Users that allows the End-Users to transact an electronic payment for services through the Customer's website. The End-User provides their credit card number or bank account information. SPE and ISPE will process the credit card transaction or generate an ACH WEB transaction from the bank account information for transactions where we are provided the payment details. SPE and ISPE will display the completed transaction status for transactions where a third party payment service processes the payment. Contact us for acceptable Merchant Service Vendors. Customers must enter into a bilateral agreement with any such Merchant Service Vendors. Customers wishing to use SPE and ISPE for transactions processed through the ACH network must be approved by Bank for ACH transactions limits.

We will provide to Customer a website link that will enable Customer to perform the web page coding necessary to establish interoperability between the Customer's websites and the SPE and ISPE Processing Services website. We will provide to Customer the ability for the Customer to brand the website.

Customer is solely responsible for all activities relating to the set-up and boarding process for enabling End-Users to use the SPE and ISPE Processing Services, including but not limited to securing all required written authorizations. Customer is solely responsible for handling all user administration and maintenance associated with the SPE and ISPE Processing Services, including but not limited to, managing user account lock outs and password resets, and responding to and handling all technical support questions and issues raised by End-Users with regard to the SPE and ISPE Processing Services, the technical environment in which the End-Users are accessing and using the SPE and ISPE Processing Services, and any computer equipment and technology solutions being used by Customer and End-Users with the SPE and ISPE Processing Services.

End users may make payments through a custom URL based on your account location(s). End users have the ability to make payments using a location-specific URL for the exact amount due, less than the amount due, or more than the amount due. Registered end users may also create recurring payments.

Wire Transfer Service

The Wire Transfer Service allows you to initiate wire transfers from your Bank accounts. You agree to abide by the Security Procedures as part of these Terms. You may request wire transfers from those of your accounts that

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you designate and we approve, in the format, type, delivery method, and following the restrictions that we may impose from time to time. We may require you to designate whether you wish to initiate repetitive, non-repetitive, or both repetitive and non-repetitive wire transfers. You acknowledge that we may reject any wire transfer that does not comply with these Terms or with the parameters set by us from time to time for wire transfers. We may reject, without liability, any wire transfer, including a "Value-Dated" wire transfer, if you fail to maintain sufficient collected funds in the designated account for the amount of each wire transfer you request.

A wire transfer may be cancelled or amended only if we have not transmitted the wire transfer or credited the Beneficiary's account. To be effective, the communication canceling or amending the wire transfer must (i) comply with the agreed upon Security Procedures and with such terms and conditions as we set; and (ii) be received by us at a time and in a manner that gives us a reasonable opportunity to act on the communication. We will have no liability if cancellation or amendment is not affected.

Any payment orders received after Bank's established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be considered received on the next Business Day.

You acknowledge and agree that we will rely solely on the instructions received by you to process the wire transfer. Your instructions must accurately describe the transaction beneficiaries, intermediary financial institutions and the beneficiary's financial institution. If any beneficiary or institution is described inconsistently by name and identifying number, we and other institutions have the right to process the funds transfer based solely on the number, even if the name and number do not agree.

You acknowledge and agree that if your wire transfer instruction identifies the beneficiary, the beneficiary's bank or an intermediary bank by name and an account or other identifying number, we and subsequent parties to the funds transfer may act solely on the basis on such number, even if the name and number do not match. If the wire transfer instruction describes the beneficiary, beneficiary bank or any intermediary bank inconsistently by name and number, payment of the wire transfer may be made on the basis of the account number or the bank number alone even if the number identifies a person or bank different from the named beneficiary or bank and that your obligation to pay the amount of the wire transfer is not excused in those circumstances. All wires are subject to review by us. We may reject any wire transfer instruction which (a) exceeds the available funds on deposit in your designated account(s); (b) is not authenticated to our satisfaction or which we believe may not be authorized by you; (c) contains incorrect, inconsistent, ambiguous, or missing information; or (d) involves funds which are subject to a lien, security interest, claim, hold, dispute or legal process prohibiting withdrawal. We shall notify you of any rejection or delay in processing a wire transfer debit entry. Such notification shall be on a best efforts basis the same day, but no later than the next Business Day. We shall incur no liability to you for any loss occasioned by our refusal, with or without notice to you, to honor any wire transfer instruction.

You shall not submit a wire transfer on behalf of a third party without our prior written consent.

Bank may use any means of transmission, funds transfer system, intermediary bank, clearinghouse or route that Bank reasonably believes is suitable for each outgoing wire transfer.

a. **Direct link Online & Direct Link Global Wire Transfer Services**

When initiating wire transactions through either Wire Transfer Service, dual control (one individual to submit the transaction and the other to approve and release the transaction) is required for additional security. You agree to notify us immediately if you become aware of unauthorized use of your banking credentials. If you request and receive approval from Bank not to use dual levels of approval, you understand that you are not using commercially reasonable security practices to secure your information and transactions. If you are using Direct Link Online and are unable to support a Secure Browser, you

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will be provided with access to Direct Link Online via the web and may require IP whitelisting and multi-factor authentication at the time of login and transaction release.

Transaction limits will be established for you at multiple levels as agreed between you and us and you agree to set appropriate limits for your users and hold us harmless for processing wire transfers submitted by these users within the limits set by us even if those limits differ from those set by you.

b. **SWIFT Services**

When initiating wire transactions through SWIFT, we are providing you the ability to exchange messages with us using the messaging service format approved by SWIFT. We will accept and send single or multiple transaction messages using the SWIFT standard format. We will act as the executing bank subject to our release standards, which may change from time to time in the sole discretion of Bank and which such changes are not required to be communicated to Customer. Not all fields or options, although permitted by SWIFT standards, may be processed or supported by us and may cause the rejection of transaction or messages. We shall not be responsible or liable to you in the event of the rejection of transactions or messages.

You must have SWIFT credentials. You shall prepare SWIFT messages in accordance with SWIFT's rules and guidelines. You understand and agree to the requirements of SWIFT respecting the preparation of messages. We shall not be responsible or liable to you for messages not prepared in accordance with the requirements of SWIFT.

We are a member of SWIFT and will send messages originated by you using the format prepared by you and delivered to us. Unless otherwise agreed in writing, following receipt of the transfer by us in accordance with the procedures established with us, we will originate the transfer. We shall not be liable or responsible for errors in the messages originated by you and have no duty to identify or correct an error. Your initiation of a transaction through SWIFT shall be deemed authorization to proceed.

c. International Wire Transfer Service

Wire Transfers across country borders are customarily done by Bank through a correspondent bank. We or an intermediary financial institution with whom we are associated, may convert the Wire Transfer from U.S. Dollars to the currency of the country of the third party's financial institution. Customer assumes all risks involved in foreign currency exchange rate fluctuations which may lead to differing values between the transaction as initiated and as ultimately received by the wire transfer beneficiary. Any fee, commission or charges assessed by Bank or the correspondent bank may be passed on to the Customer or deducted from the wire transfer amount by Bank or the correspondent bank, or such costs may be shared or split (that is, allocated to Customer and deducted from the wire transfer amount). Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for delays, non-delivery or other events resulting from causes beyond Bank's control. In refunding unexecuted payment orders, Bank shall be liable to Customer only to the extent it receives payment from the correspondent bank processing the transfer.

Cancellation of a transfer involving non-US dollar currency is subject to any rate exchange loss as determined by Bank. You assume the risk of change in currency value at the point of cancellation. Customer agrees to reimburse the Bank for any expenses incurred by the Bank to make, revoke, amend, research, or cancel any transfer of funds requested by the Customer.

d. Drawdown Wire Instructions

A drawdown is a transaction method that allows you to make a request through us to debit an account a third party maintains at another bank. The drawdown is a request for payment from the third party. The completion of the transaction is dependent on the bank receiving the instruction ultimately honoring the

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drawdown request pursuant to a standing order or other authorization by that third party. We do not take any responsibility for the actions or inactions of the third party or the bank receiving the drawdown request.

We will execute the drawdown instruction you have entered through Direct Link Online the day it is received, provided it is before the deadline specified by us. We will post the credit on the Business Day on which the credit is received. We will not be responsible for any loss to you caused by any failure or delay of the receiving bank in executing drawdown instructions.

e. Incoming Wire Virtual Deposit Account

The virtual account may be assigned by us and can be used by you to receive incoming domestic wire credit payments. You can provide the virtual account to third parties that wish to send incoming domestic wire payments to your account. Incoming payments are rerouted into the master account assigned by you.

TassatPay® Digital Asset Transfers

TassatPay® Digital Asset Transfer Terms and Conditions

Customer's use of the Platform is subject to and governed by the terms and conditions of: (i) this Agreement; (ii) the TassatPay® Platform User Agreement; and (iii) any provisions or instructions that appear (a) on a screen when enrolling for, activating, accessing, or using the Platform, or (b) in any User guide or other User Materials provided by Bank to Customer. In the event of a conflict between this Agreement and the TassatPay® Platform User Agreement or any other terms or instructions used in connection with the Platform, this Agreement shall control.

Platform End User Agreement

In order to use the Platform, Customer must complete the appropriate setup forms and supporting documentation as may be required by Bank. In addition, Customer and each of its Users will be required to execute and/or accept and agree to the TassatPay® Platform User Agreement containing additional terms and conditions for use of the Platform. As between Bank and Customer, Customer shall be solely responsible for verifying each User's identity, and for contracting with, and managing the relationship of Users of the Platform.

Accessing the Platform

Customer must enroll in the Service, via the appropriate setup form, in order to use the Platform and establish one or more Wallets. Customer must have sufficient means to access and use the Platform. The Platform may, at Bank's option and in its sole discretion, be accessed using the Platform website; the Bank may also elect to make the Platform available through Direct Link Online or another system.

Establishing Users; Security Procedures

Customer may designate Users with authority to access the Platform and initiate payments via the Platform, pursuant to such processes and Security Procedures as Bank may establish from time to time and which must be employed by Users to access the Platform and/or make payments on the Platform. Bank may, at its option and in its sole discretion, permit Customer to specify the type of access and/or entitlements a User may have, and other functions the User may perform with respect to the Platform, including Wallets. Bank may, at any time without prior notice, change, add to, or terminate (i) the Security Procedures and/or (ii) the access of any User to the Platform. Customer will be responsible for authorizing each User's access rights and/or directing the Bank to establish credentials for such User in accordance with the Security Procedures. Customer is solely responsible for verifying the identity of each User prior to granting a User access to the Platform, for managing Customer's relationship with each User, and for any User activities on the Platform. Customer and Users shall be responsible for safeguarding any Passwords or other security devices used with the Platform. Any use of the Platform verified using an established Security Procedure is deemed authorized use. Customer is solely responsible for validating

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the transactions of its Users, including resetting any applicable Passwords or security devices and cancelling or disabling any passwords or security devices associated with any User.

Wallets
Customer may establish one or more Wallets. Wallets allow Customer to hold AX Tokens and engage in payments via the Platform. By establishing a Wallet, Customer agrees, and represents and warrants, that Customer has created the Wallet and will use the Wallet and engage in payments via the Platform only for its own account and benefit, and not on behalf of or for the benefit of any third party. Customer is solely responsible for all payments that occur with respect to or through the Platform and a Wallet. Bank may, in its sole discretion and at any time and for any reason: (i) refuse to permit Customer to open a Wallet; (ii) suspend or terminate any Wallet; and/or (iii) suspend or terminate Customer's ability to engage in payments via the Platform. Customer must link each Wallet to an account Bank permits to be used with the Platform. Wallets may only be linked to one such account at a time. Wallets are held by Company for its own account, and are not deposit accounts under the Agreement. Neither Wallets nor AX Tokens are "deposits," as defined in the Federal Deposit Insurance Act (12 U.S.C. §1811, et seq.), and are not insured by the FDIC or any federal government agency. Payments made using the Platform are not a "funds transfer" or "payment order" governed by Article 4A of the Uniform Commercial Code or the Federal Reserve Board's Regulation J.

Payments Completed via the Platform
Each AX Token may be (i) purchased for its Established Token Value in U.S. Dollars by Customer; (ii) redeemed for its Established Token Value by Customer or any other Platform Participant holding the AX Tokens in a Wallet. The Established Token Value does not fluctuate, and there is no secondary or speculative market for AX Tokens. AX Tokens may be purchased, transferred, and redeemed in fractions of the AX Token.

Customer may only purchase AX Tokens from Bank using funds from an account Bank permits to be used with the Platform; this account must have an account balance sufficient to fund the purchase. Further, Customer must have a sufficient number of AX Tokens to fund any payments initiated via the Platform. Company may redeem AX Tokens held in Customer's Wallet(s) from Bank at any time (subject to the other terms of this Agreement) and the Established Token Value of the redeemed AX Tokens will be deposited by Bank into the eligible account linked to the Wallet from which the AX Tokens are redeemed.

Customer may at any time (subject to the other terms of this Agreement): (i) make a payment by transfer of AX Tokens from its Wallet, up to the available balance of AX Tokens held in said Wallet, to any other Platform Participant that has authorized Customer to make payments to the Platform Participant using the Platform, by using the transfer functionality within the Platform; and (ii) receive a payment by transfer of AX Tokens to its Wallet from any other Platform Participant that Customer has authorized to make payments to Customer using the Platform, by using the transfer functionality within the Platform. Except for transfers authorized under this paragraph, no other transfer of an interest in AX Tokens is permitted.

Customer agrees, represents and warrants that all payments it makes or receives using the Platform will be for business purposes, and not for personal, family or household purposes.

Customer acknowledges and agrees that Bank and/or Tassat® may, in each's sole discretion, periodically introduce and/or enforce transaction or velocity limitations, and with or without notice to Customer.

Platform Availability.
The Platform is generally available 365/24/7 with AX Token transfers settling within minutes; however, the Platform may periodically become unavailable due to circumstances beyond Bank's control such as system outages and/or scheduled maintenance. While Bank and/or Tassat®, as applicable, will use commercially reasonable efforts to prevent such outages and/or notify Customer of any known availability issues, and without limiting any other limitations of liability contained herein, Bank shall not be liable to Customer for delays in processing due to

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circumstances beyond its reasonable control. In certain instances, settlement of AX Tokens may be delayed due to such outages or maintenance.

Finality of Platform Payments.
Customer cannot cancel, reverse, or modify pending or completed payments. There is no right to place a "stop payment" order on a payment once it is authorized. Bank will not initiate a payment on Customer's behalf. If a pending transfer or redemption cannot be completed via the Platform for any reason, the AX Tokens will remain in the Wallet. Customer may review its pending and completed AX Token Payments within the Wallet.

Because all payments are final, and pending or completed payments cannot be canceled or modified, Customer is solely responsible for maintaining the security of its Passwords and any other security devices required as part of a Security Procedure or other means used to access the Wallet or authorize and initiate payments. Any payment authorized and initiated in compliance with the applicable Security Procedures will be deemed authorized by Customer. As there are no limits on the number of AX Tokens that may be redeemed by any person accessing Customer's Wallet, there is no limit to the number of AX Tokens Customer may lose as a result.

With respect to each transfer of AX Tokens, Customer represents and warrants to the Platform Participant to which Customer transfers AX Tokens that: (i) Customer is enrolled in the Platform and authorized to transfer AX Tokens; (ii) the transfer is duly authorized by Customer; (iii) the AX Tokens (or any fraction thereof) being transferred are owned by Customer, prior to transfer, and have not been altered or tampered with in any way; (iv) there is no third party, including without limitation any creditor or secured party, with an enforceable interest against the AX Tokens being transferred; and (v) to the best of Customer's knowledge, the AX Tokens being transferred are not subject to any claim or defense of Bank and Bank will redeem the AX Tokens being transferred. With respect to each transfer of AX Tokens, Customer also represents and warrants to Bank that the receiving Platform Participant has authorized the payment by Customer using the Platform. These warranties may not be disclaimed by Customer.

Redemption Warranties
With respect to each redemption of AX Tokens, Customer represents and warrants to Bank that: (i) Customer is enrolled to use the Platform and authorized to redeem AX Tokens; (ii) the redemption is duly authorized by Customer; and (iii) the AX Tokens being redeemed are owned by Customer, were purchased by or transferred to Customer as part of an authorized payment, and have not been altered or tampered with in any way. These warranties may not be disclaimed by Customer.

Discharge of Obligations
Unless otherwise agreed, if Customer receives a transfer of AX Tokens in payment for an obligation, the obligation is discharged to the same extent discharge would result if an amount of money equal to the amount of the Established Token Value of the received AX Tokens were taken in payment of the obligation. Discharge of the obligation does not affect any liability that the obligor may have under any applicable transfer warranties.

If Customer redeems AX Tokens from Bank, Bank's redemption obligation is discharged with respect to such AX Tokens upon deposit by Bank of the Established Token Value for the redeemed AX Tokens, in U.S. dollars, into the applicable eligible account of Customer. For the avoidance of doubt, Bank's redemption obligation is discharged even if such deposit is subject to (i) the Bank's right of setoff, (ii) third-party liens or attachments, or (iii) any security interest that Bank may have in the proceeds of redeemed AX Tokens.

Limitations on Responsibility and Liability
Bank shall not have any responsibility for Customer's use of the Platform or to address any claims that Customer or any third party may have relating to use of the Platform. Except as required by law, Tassat® shall have no liability to Customer for (i) any transfers of money or value using the Platform, or (ii) otherwise in connection with the Platform, including without limitation (a) any failure to complete a transaction in the correct amount, (b) any unauthorized transaction, or (c) any related losses or damages. Without limiting the foregoing and in addition to

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any further limitations stated in the TassatPay® Platform User Agreement, neither Bank nor Tassat® shall be liable to any person for any typos or keystroke errors that a User may make when using the Platform. The Platform (including all content, functionality, and materials) is offered by Bank on an "as is", "as available" "where is" and "where available" basis, with no warranty of any kind—whether express, implied, or statutory—including without limitation, warranties of title or the implied warranties of merchantability or fitness for a particular purpose or noninfringement. This does not affect those warranties which are incapable of exclusion, restriction, or modification under the laws applicable to this Service.

Customer acknowledges and agrees that neither Bank, nor its affiliates or any direct or indirect subsidiaries, nor any of its or their employees, agents, third party providers, or licensors, warrant that the Platform will be uninterrupted or error free; nor does Bank make any warranty as to the results that may be obtained from use of the Platform, or as to the timeliness, sequence, accuracy, reliability, completeness, or content of any information, service, or product provided through the Platform.

To the maximum extent permissible under applicable law, in no event shall Bank be responsible for any loss of any kind, including without limitation loss associated with (i) any computer viruses which may infect any computer system or mobile device or (ii) malicious or unlawful activity by a third party, loss of value, property damage, or bodily injury, caused by or related to access to or use of the Platform. To the maximum extent permissible under applicable law, in no event shall Bank be responsible to Customer or any third party claiming through Customer for any direct, indirect, special, consequential, incidental, punitive, exemplary, lost profits, economic or other damages arising in any way out of the installation or use (or inability to use) of the Platform and regardless of the form of action, whether in contract, warranty, tort (including negligence), strict liability, or otherwise.

Third-Party Beneficiaries
No person is a third-party beneficiary of the terms of this Service, except that a Platform Participant receiving payment from Customer using AX Tokens is a third-party beneficiary of the provisions of this Service concerning transfer warranties and discharge of obligations, as both are addressed herein, and may enforce those provisions directly against Customer.

TassatPay®
Tassat®. TassatPay® is owned and operated by Tassat and is a registered trademark of Tassat®. Tassat® is not a financial institution, nor does it take deposits or hold funds at any time. Tassat® does not provide deposit or other banking products. Tassat® makes no representation regarding the products issued by its customers using Tassat® technology.

Right to Setoff

Subject to applicable law, we may, but are not obligated to, use the funds in your accounts to pay any due and payable debt(s) and obligation(s) that you owe us which are not paid when due. This is referred to as a "setoff." If we exercise this right of setoff, we shall comply with all applicable laws. We will notify you promptly of the action taken. Generally, you agree that all sums in deposit accounts will be subject to our right of setoff for liabilities owed to us by any one or more of the account owners, including any other person who is a joint account owner; or any partnership of which you are a general partner; or any other person or entity with whom you are a co-obligor, or have agreed to act as surety or guarantor, or for whose debts you are liable or may be contingently liable. You authorize us to use account funds to pay your debts and obligations to us even if the setoff results in an early withdrawal penalty or the dishonor of items. If your account is a checking or money market account and if we exercise our right of setoff, our duty to pay any items presented for payment on your account during the business day preceding the day on which the setoff occurs may be terminated, and you agree that we may return those items unpaid. If we do return items, we also will charge you a Non-Sufficient/Uncollected Funds – Returned Item fee for each returned item.

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If the debt arises from a note, “any due and payable debt” includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balances for which we properly accelerated the due date under the note.

We will not be liable for the dishonor of any item or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

Zero Balance Account Service

Our Zero Balance Account ("**ZBA**") Service enables you to consolidate your funds automatically each Business Day from designated deposit accounts ("**Zero Balance Accounts**" and/or "**Subsidiary Accounts**") into a designated master deposit account ("**Concentration Account**"). When checks (each individually, an "**Item**" and collectively, the "**Items"**) drawn on a ZBA are presented for payment, funds are automatically transferred from the Concentration Account to cover exactly the total amount of the presentment. Deposits made to ZBAs are also automatically transferred to the Concentration Account. You will maintain deposit accounts consisting of a Concentration Account and one or more Subsidiary Accounts. Each Business Day, we will transfer funds from the Concentration Account to each Subsidiary Account or from each Subsidiary Account to the Concentration Account, as appropriate, so that the ledger balance in each Subsidiary Account at the close of the Business Day is zero or a predetermined target amount. If there are not sufficient funds in the Concentration Account to cover a predetermined target amount on a Subsidiary Account, transfers will only be made up to the amount of the funds available in the Concentration Account. You authorize us to execute the funds transfers to or from the designated Subsidiary Account(s) and Concentration Account(s). We will keep the Subsidiary Accounts open despite the zero balance. We shall not be required to make any transfer from the Concentration Account in excess of the funds therein, and in the event there are not sufficient collected funds in the Concentration Account to make all of the transfers required, we may allocate the funds among your designated Subsidiary Accounts in our sole and absolute discretion. You shall maintain sufficient available balances in the Concentration Account to cover the amounts transferred by us. If the amount of funds available for transfer from the Concentration Account or the amount of funds available above the predetermined target amount in the Concentration Account is not sufficient to pay all Items presented for payment on any given Business Day, we may return the Items for insufficient funds. You acknowledge that deposits to the Concentration Account(s) and/or Subsidiary Account(s) may not be made available to you until the funds in the deposit are collected, whether or not such funds are transferred to another deposit account as part of the Service. We determine when funds deposited are made available. You may issue Items drawn on a Subsidiary Account in excess of the balance in such Account, provided, however, that the aggregate amount of all such Items and other authorized debits to all of the Subsidiary Account(s) and Concentration Account(s) do not exceed the available balance in the Concentration Account(s). In the event that the amount of such Items and debits exceed such balance, we may, at our sole and absolute discretion, return or refuse any such Item or debit, impose any fee and take any other action authorized under our other agreements with you. If we elect to pay any such check or debit and an overdraft results, you agree to repay the amount of the overdraft and any associated fee(s) to us at once.

Indemnities

For the avoidance of doubt, and in addition to any other indemnification requirements provided for herein, Customer shall indemnify Bank for any and all Claims arising directly or indirectly as a result of or in connection with any products or Services provided by Bank as described in this Article III. This provision shall not be construed to limit any other indemnification provisions contained herein.

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Exhibit A

Restricted Business List

* Adult entertainment products and services

* Any business with a legitimate negative QualiFile Report

* Bail bonds sellers

* Betting and casino gambling/gaming parlors

* Companion services (online dating)

* Counterfeit goods

* Cryptocurrency companies (e.g., bitcoin exchanges, Blockchain-based payments companies)

* Door-to-door sales

* Embassies, foreign consulates, or other foreign government entities

* Escort services

* Foreign correspondent banks or intermediary financial institutions

* High-Risk Third-Party Payment Processors (e.g., illegal online gambling companies, off-track betting, online payday lenders, and telemarketing companies)

* Individuals on the OFAC SDN, Special Measures 311 List, or other US Government sanctions lists

* Internet gambling sites (including racetrack and sports betting sites)

* Marijuana distributors or dispensaries

* Pawn brokers

* Pyramid/phone schemes

* Private Investment Companies (PICs) with offshore investments

* Title or payday lenders

This list may be amended, modified and/or supplemented from time to time in Bank's sole and absolute discretion.

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