



Master Service Agreement

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Deposit Account Terms & Conditions

General Agreement. The terms "you" and "your" refer to the depositor and the terms "we", "us" and "our" refer to the financial institution. The acronym "NOW" means Negotiable Order of Withdrawal. If you are an entity eligible to open such account, you understand that the following Account Agreement ("Agreement") governs your account with us, along with any other documents applicable to your account, such as our Funds Availability Policy or Privacy Policy ("Disclosures"), which are incorporated herein by reference.

About Your Account. In our discretion, we may establish your account as an individual commercial deposit account or an interest in a commercial deposit account owned and controlled by us, in which your funds are held by us for your benefit. Your funds may be pooled with the funds of other depositors.

General Rules. The following rules apply to your account:

Deposits. Deposits may be made electronically or in another form and manner as agreed by us in our sole discretion. If we agree to accept deposits by mail, we are not responsible for transactions initiated by mail until we actually receive and record them. We may refuse to accept checks or similar instruments as a deposit to your account at our discretion. The terms of our Disclosures will control the determination of the banking day deposits that are deemed received by us and when they will be available for withdrawal. If any check or similar instrument you deposit to your account is returned unpaid, we have the right to debit your account for the amount of such item and adjust any related interest earned. You will, in any event, be liable to us for the amount of any check or similar instrument you deposit to your account that is returned unpaid, plus our costs and expenses associated with collection of all or any part of such an amount from you, including reasonable attorney fees. Deposits may be subject to a service charge.

Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearing house rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearing house. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions. This provision also applies to any remotely created check that you may deposit into your account. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the right to refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and to obtain from you the payor's express, verifiable authorization for any such item.

Unlawful Internet Gambling. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

Set-Offs & Liens. We may set-off funds in your account and any other accounts held by you to pay any debt you may owe us.

In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

Claims. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Fee Schedule.

Expenses. You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute, attachment, garnishment, levy or subpoena of records involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, cost or expense from your account without prior notice to you.

Dormant/Inactive Accounts. You understand that if your account is dormant or inactive, you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. If your account is inactive for a period of 12 months, we will classify your account as dormant. To return a dormant account to inactive status, you must complete a deposit transaction or transfer between existing accounts. However, we must provide you with a written notice of the pending charges before charging any fee. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.

Escrow, Trust, Fiduciary & Custodial Accounts. When your account is set up as an escrow, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

Additional Documents to Open Account. You agree to supply us with a separate authorization informing us of the signer(s), if requested to do so and to provide any other related document requested by us.

Signatures. Your signature on the Signature Card is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine. If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or

pay any items bearing facsimile signatures. Further, most checks and other items are processed automatically, i.e., without individual review of each check or item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing checks and other items, i.e., without individual review of each check or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur because of this practice.

Restrictive Legends. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

Fees, Service Charges & Balance Requirements. You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Fee Schedule or Disclosures. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this financial institution.

Amendments & Alterations. Notice will be given to you if we change the terms of this Agreement at any time by delivering the notice to your address shown on our records or by another method agreed upon, by posting a notice of any such changes at our main office, or by whatever notice requirements that may be required by law.

Notice. You are responsible for notifying us of any address change or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us.

Certified Beneficial Owner Information. If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

Telephone & Electronic Communication. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number for informational and account service purposes regarding your account(s) with us. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. These calls and text messages may be made from an automatic telephone dialing system (i.e., an auto dialer) or from an artificial or prerecorded voice message system.

Additionally, you agree that we may send electronic communications to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

Closing Account. We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable item, which is presented after the closing of your account. Such termination will not release you from any fees or other obligations incurred before the termination. We will send a payment for the balance in our possession to which you are entitled.

Transfers & Assignments. You cannot assign or transfer any interest in your account unless we agree in writing.

Effective Applicable Laws & Regulations. You understand that this Agreement is governed by the laws of the state where this account is opened except to the extent that federal law is controlling and includes, but is not limited to, Article 4A of the Uniform Commercial Code. Changes in these laws and regulations may modify the terms and conditions of your account. We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement conflict with applicable law and are declared to be invalid or unenforceable, those terms will be ineffective to the extent of the conflict and the applicable law will govern. The remaining provisions will remain unaffected.

Checks. All negotiable paper ("checks") presented for deposit must be in a format that can be processed, and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsement must be placed to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met, and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

Electronic Checks. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes.

Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all the checks that you receive back from us may be substitute check(s).

Non-Sufficient Funds & Overdrafts. Overdrafts may be determined by your available balance or account ledger balance. If your account lacks sufficient funds available to pay a check, preauthorized transfer, or other debit activity presented for payment, we may (1) return the item, or (2) pay the item at our discretion. If we return the item without paying it, we may charge you a non-sufficient funds return item fee. If we do pay the item on your behalf, you will be responsible to pay the overdrawn balance and an overdraft fee and insufficient funds per item fees. Overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Our handling of these items may subject your account to a fee as disclosed in the Fee Schedule or other Disclosures. Unless we advise you otherwise, we will process checks and other debit items in an order determined in our sole discretion.

Stop Payments. If you request us to stop payment on a check you have written or on an electronic funds transfer (EFT) debit transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Your stop payment request must describe the item or account with reasonable certainty, and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. Stop payments on checks or drafts are effective for 6 months. Stop payments on EFT debit transfers will remain in effect until the earliest of either your withdrawal of the stop payment order; the return of the debit entry; or, six months from the date of the stop payment order, unless it is renewed in writing. The stop payment request of a recurring preauthorized transfer will suspend all further payment to the stated payee under this stated payment schedule until you notify us to resume. You will be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the authorized signers of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or a series, unless our policy requires, we open a new account

for you to ensure your security. Written communication includes communication by electronic record. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Statements. We will provide you with a periodic statement showing the account activity. You must notify us within 14 days after we mail or otherwise make the statement available to you of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us, you will have no claim against us. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make a written request that we resume sending your statements and you supply us with a proper address.

ACH & Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service.

When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution, or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

Provisional Payment. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the 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.

Notice of Receipt. We will not provide you with notice of our receipt of the payment order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of New York state.

International ACH Transactions. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

Stale or Postdated Checks. We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable to you for paying any stale or postdated check, and you agree to reimburse us for any loss we might suffer if we acted in good faith or exercised ordinary care. Any damages that you incur, and which we may be liable for, are limited to actual damages not to exceed the amount of the check.

Verifying Funds Availability for Check. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check or other item from you.

Check Safekeeping. If you can write checks on your account and utilize a check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Fee Schedule or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

No Waiver. You understand and agree that no delay or failure on our part to exercise any right, remedy, power, or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

Online or Mobile Services. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

Definitions. Capitalized terms defined in the Account Terms and Conditions shall have the meaning indicated in the Account Terms and Conditions, including the following:

"Business day" means a calendar day other than a Saturday or a Sunday, or our observed Bank holidays. "Check" means an Original Check, as defined in Regulation CC.

"Documentation" means all documentation, the user manual, any other manuals, all instructions (including on-line instructions) relating to the Mobile Deposit Service Which Bank may provide to you from time-to-time in connection with the Mobile Deposit Services.

"Endpoint" means 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 Imaged Items or Substitute Checks.

"Imaged Item" means the digitized image of a Check that is created by you and transmitted to the Bank using the Mobile Deposit Service.

"Image Exchange Item" means a digitized image of an Item cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

"Item" means a Check that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution and payable or endorsed to you, and includes Original Checks, Substitute Checks, and Image Exchange Items. Such term does not include Non-cash Items or Items payable in a medium other than United States money.

"Mobile Deposit Services" means the Mobile Deposit Services described in the Account Terms and Conditions, to be provided by Bank to you to enable the processing of Items digitally as Image Exchange Items through image exchange networks or through creation of Substitute Checks and presentment to established Endpoints, including collectively the procedures, protocols, and software used by Bank and its licensors and contractors in connection with the electronic processing of Items.

"Non-cash Item" means an Item that would otherwise be an Item, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of payment or dishonor; (iii) it consists of more than a single thickness of paper, except an Item that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.

"Non-qualifying Item" means Non-cash Items, Items payable in a medium other than United States money, currency, warrants, Items payable to third parties, Items payable to joint payees (unless payable to the payees alternatively and deposited into an account in the name of all payees), drafts or remotely created checks as defined by the UCC and Regulation CC, respectively, Items that are stale dated by six months

or more or postdated, savings bonds, Items payable to "cash," Substitute Checks, non-negotiable Items, Items that have been returned unpaid for any reason and any Item that exceeds your transaction limitations as established by us from time to time.

"Original" with respect to a Check means the first paper Item issued with respect to a particular payment transaction.

"Payor Financial Institution" means the United States Financial Institution ordered in an Item to make payment to the payee(s) named on the Item.

"Regulation CC" means 12 C.F.R. Part 229, as it may be amended from time to time.

"Substitute Check" means a paper reproduction of an Item that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

"UCC" means the Uniform Commercial Code as enacted and amended in New York.

"United States Financial Institution" means (i) any person, located in the United States, engaged in the business of banking;

(ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

Funds Availability Policy

Purpose of This Disclosure. The information here describes our policy of holding deposited items in a transaction account before funds are made available to you for withdrawal. This is our Funds Availability Policy. In summary, our policy is to make your funds available on the first Business Day after the day of deposit. Please refer to the section Determining the Availability of Your Deposit for the complete policy. For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to Grasshopper Bank, N.A. Generally, transaction accounts are accounts which would permit an unlimited number of payments by check to third persons, and an unlimited number of telephonic and preauthorized transfers to third persons or other accounts you may have with us.

Determining the Availability of Your Deposit. The length of the delay varies depending on the type of deposit and is explained below.

When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit. When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday on which our banking office is closed, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all our banking functions. If you make a deposit before the close of business on a Business Day that we are open, we will consider that day to be the day of your deposit.

However, if you make a deposit after the close of business or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

Availability Schedule. Our policy is to make funds from your cash and check deposits available to you on the first Business Day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash, and we will use them to pay checks that you have written.

Cash Withdrawal Limitations. We place certain limitations on withdrawals in cash. In general, \$225.00 of a deposit of checks is available for withdrawal in cash on the first Business Day after the day of deposit. In addition, a total of up to \$400 of other funds becoming available on a given day is available for withdrawal in cash at or after 5:00 p.m. Eastern Standard Time (EST) on that day. Any remaining funds will be available for withdrawal in cash on the following Business Day.

Longer Delays May Apply. In some cases, we will not make all the funds that you deposit by check available to you according to the previously stated availability schedule. 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 \$225.00 of your deposits, however, may be available on the first Business Day after the day of deposit. If we are not going to make all the funds from your deposit available to you according to the previously stated availability schedule, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail or electronically deliver you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available. Funds you deposit by check may be delayed for a longer period under the following circumstances:

- If we believe a check you deposit will not be paid;
- If you deposit checks totaling more than \$5,525 on any one day; if you redeposit a check that has been returned unpaid; if you have overdrawn your account repeatedly in the last six months; or
- If an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth Business Day after the day of your deposit.

Holds on Other Funds for Check Cashing. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

Holds on Other Funds in Another Account. If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Special Rules for New Accounts. If you are a new customer (which means you do not currently hold other accounts at our institution), the following special rules may apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). Up to \$5,300 will be available on the second Business Day after the day of your deposit. The excess will be available on the seventh Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second Business Day after the day of deposit.

Other Check Deposits. Funds from all other check deposits will be available on the ninth Business Day after the day of deposit.

Foreign Checks. Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

Substitute Checks. What is a Substitute Check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are My Rights Regarding Substitute Checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-

bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How Do I Make A Claim for a Refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by:

Phone: 1-888-895-9685

Mail: Client Services

915 Broadway

7th Floor

New York, N.Y. 10010

Email: support@grashopper.bank

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check such as the account number, check number, the name of the person or entity to whom you wrote the check, the amount of the check.

An expedited recredit claim must be submitted in writing. When a claim has been submitted orally, we must receive that written claim within 10 business days of the oral claim.

Electronic Funds Transfer Agreement

For purposes of this disclosure and agreement the terms "we", "us" and "our" refer to Grasshopper Bank, N.A. The terms "you" and "your" refer to the recipient of this disclosure and agreement. The Electronic Fund Transfer Act and Regulation E requires institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills.

Terms & Conditions. The following provisions govern the use of EFT services through accounts held by Grasshopper Bank, N.A. which are established primarily for personal, family or household purposes. If you use any EFT services provided, you agree to be bound by the applicable terms and conditions listed below. Please read this document carefully and retain it for future reference.

Definition of Business Day. Business days are Monday through Friday excluding holidays.

Electronic Fund Transfer Services Provided. Preauthorized Transfer Services. You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), and money market account(s). You may arrange for the preauthorized automatic payments or other transfers from your checking account(s) and savings account(s).

Services Provided Through Use of Grasshopper Banking Platform. Our Service Provider may offer you a Platform or Mobile Application through which you can obtain Online Banking or Mobile Banking services. Some of the services that may be available are:

- View your Grasshopper Bank, N.A. account information;
- View transactions
- View statements
- View advices
- Send domestic, USD International, and Foreign Currency wires (subject to Funds Transfer Agreement terms)
- Send Automated Clearing House (ACH) payments (subject to any ACH Agreement terms)
- Transfer available funds between your linked accounts (transfer restrictions may apply, refer to your Agreement for details);
- Open new Grasshopper Bank, N.A. deposit account
- Contact Grasshopper Bank, N.A. or Service Provider via in application support (through chat)
- Add users
- Deposit checks to your linked checking and savings accounts ("Mobile Deposit");

Please note that some services require additional approval of Grasshopper Bank, N.A. prior to implementation.

Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or to pay bills.

Limitations on Transactions. The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s) or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise. We reserve the right to impose limitations for security purposes at any time.

Limits on Transfers from Certain Accounts. Federal regulation limits the number of checks, telephone transfers, online transfers, and preauthorized electronic transfers to an account you have with us and to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six (6) such transactions from each money market and/or savings type account(s) you have each month for purposes of making a payment to a third party or by use of a telephone or computer.

Notice of Rights & Responsibilities. The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

Right to Receive Documentation of Your Transfers. Periodic Statements. If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

Pre Authorized Deposits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company: you can call us at 1-888-895-9685 to find out whether the deposit has been made.

Rights Regarding Preauthorized Transfers. Rights & Procedures to Stop Payments. If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment notify us by,

Phone: 1-888-895-9685

Mail: Client Services

915 Broadway

7th Floor

New York, N.Y. 10010

Email: support@grasshopper.bank

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

Notice of Varying Amounts. If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted.

Our Liability for Failure to Stop Preauthorized Transfer Payments. If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

Your Responsibility to Notify Us of Loss or Theft. If you believe your passphrase has been lost or stolen notify us by,

Phone: 1-888-895-9685

Mail: Client Services

915 Broadway

7th Floor
New York, N.Y. 10010
Email: support@grasshopper.bank

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

In Case of Errors or Questions About Your Transactions. In case of errors or questions about your electronic fund transfers contact us by,

Phone: 1-888-895-9685

Mail: Client Services
915 Broadway

7th Floor

New York, N.Y. 10010

Email: support@grasshopper.bank or

use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact Grasshopper Bank, N.A. no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number, a description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated transactions. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Liability for Failure to Complete Transaction. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit,
- If you have one.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- If we receive inaccurate or incomplete information needed to complete a transaction.

In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.

- If the funds in the account are subject to legal action preventing a transfer to or from your account. There may be other exceptions provided by applicable law.

Charges for Transfers or The Right to Make Transfers. Per Transaction Charge. We may assess a fee for each preauthorized transfer, ATM transaction, telephone transaction or Point of Sale purchase you make. Please see the applicable schedule of fees to determine the applicable amount.

Periodic Charge. We may charge you a fixed monthly or annual charge for the additional services available to you through your or otherwise. See the applicable schedule of fees to determine the amount of the charges.

Schedule of Fees. The schedule of fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from Grasshopper Bank, N.A. upon request.

Pre Authorized Transactions. There are no additional charges for your use of preauthorized electronic fund transfers except as stated in our fee schedule, which is incorporated into this document by reference.

Disclosure of Account Information. We will disclose information to third parties about your account or electronic fund transfers made to your account:

- Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or
- To verify the existence and condition of your account for a third party such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your permission in a record or writing.

Amending or Terminating the Agreement. We may change this agreement from time to time. You will be notified at least 21 days before a change will take effect if it causes you an increase in costs or liability or it will limit your ability to make electronic fund transfers. No notice will be given if the change is necessary for security reasons. We also have the right to terminate this agreement at any time.

Truth in Savings

*Account type may not be currently available; please contact us for confirmation.

Business Checking

Minimum Balance Requirements. No minimum balance requirements apply to this account.

Transaction Limits. No transaction limitations apply to this account.

Fees & Charges. Please refer to the separate fee schedule for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open the account, periodically when fees or charges change, and upon request.

Money Market Savings

Rate Information. The interest rate listed in each tier will be paid on the entire balance in your account. Please refer to our rate sheet for the interest rate and annual percentage yield (APY) on this account. Your interest rate and annual percentage yield may change.

Determination of Rate. At our discretion, we may change the interest rate on your account.

Frequency of Rate Changes. We may change the interest rate on your account at any time.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this account.

Credit & Compounding. Interest will be compounded monthly and will be credited to the account monthly.

Minimum Balance Requirements. You must deposit \$1,000 to open this account. You must maintain a minimum daily balance of \$1000.00 in the account each day to obtain the disclosed annual percentage yield.

Balance Computation Method. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. The daily balance that we use when calculating interest is the collected balance. That means we only include those funds for which we have actually received payment when we determine the daily balance on which interest is paid.

Accrual on Non Cash Deposits. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Transaction Limits. You may make 6 withdrawal(s) from your account every statement cycle. You may make only 6 withdrawals or transfers from your account each statement cycle. You may make only 6 preauthorized transfers from your account every statement cycle.

Fees & Charges. Please refer to the separate fee schedule provided to you for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open the account, periodically when fees or charges change, and upon request.

Grasshopper Bank Online Banking Master Services Agreement

This Grasshopper Bank Online Banking Master Services Agreement (“**Agreement**”) is made by and between you and Grasshopper Bank, National Association (“**Bank**”, “**we**” “**us**” “**our**”). This Agreement governs your use of the services we make available to you, with our approval (“**Services**”). The Services may include, subject to our approval and according to the Business Online Banking, Mobile Banking, ACH, Wire, Remote Deposit Capture (“**RDC Service**”), and certain other online banking services, each as approved by Bank for your use, that we make available to you via the Mobile Application (“**Mobile Services**”) or otherwise via the Internet, and as further described in the Schedules hereto (collectively, the “**Services**”). The term “**Client**”, “**you**” or “**your**” refers to the corporation(s), partnership(s), association(s), sole proprietorship(s) or other non-consumer entity(s) having their principal place of business in the continental United States that has applied for, has been accepted to use any of the Services, and is identified in the Acceptance of Master Service Agreement (“**Acceptance**”), if this Agreement is accepted in writing using the Acceptance. “**Account(s)**” means your eligible Grasshopper Bank business checking, savings, loan, or certificate of deposit account and related information and other Bank products that can be accessed through the Service. The mobile application(s) and website(s) through which you may access the Service (“**Platform**”, “**App**”, or “**Mobile Application**”) and certain other aspects of the Service may be powered by or provided by a third party service provider (“**Service Provider**”). You may be required to enter into additional terms and conditions with our Service Provider or other third party to use certain features of the Service (“**Third-Party Terms**”). This Agreement includes and incorporates by reference all Schedules and exhibits hereto, all Third-Party Terms, our Privacy Policy, and all other procedures, user guides, forms, exhibits, schedules, documents and agreements referenced herein or provided to you by the Bank (“**Supporting Documents**”), each as amended from time to time. To the extent any of the Services involve the Bank having granted the Client software license usage rights, such grant shall be a non-exclusive, non-transferable right to access and use the Service in connection with the Client’s own business operations in accordance with this Agreement. Without limiting the generality of the foregoing, the Client agrees not to: (i) make the Service available, or allow use of the Service, in a computer bureau service business, or on a time sharing basis; or (ii) otherwise disclose or allow use of the Service by or for the benefit of any third party.

Please read this entire Agreement prior to using the Service. By enrolling in or using the Service, you acknowledge your receipt and understanding of, and agree to all terms and conditions of, this Agreement. The terms and conditions contained in this Agreement supplement the terms and conditions governing any Account, as amended from time to time (each, an “**Account Agreement**”). In the event of a conflict between any of your Account Agreement(s) and this Agreement, the Account Agreement controls. Please keep a copy of this Agreement for your records.

The Service.

1. Description. Subject to the Bank’s prior approval, the Service may include the following: the ability to access or view information about your Account; transfer funds between linked Accounts (limited to accounts with like vesting); initiate funds transfer requests, originate automated clearing house (ACH) entries and wire transfers (collectively, “**Origination Service**”); initiate bill payments (“**Bill Payment Service**”); and remotely scan and deposit eligible checks to your Accounts (“**RDC Service**”), and the ability to access your Account using a debit card or virtual debit card (“**Card**”). Additional Services or features may be added to or removed by the Bank from time to time. The Bank may process transactions from loan Accounts without regard to access limitations in any loan documentation or agreements. Some Services may not be available without special application to and approval by the Bank, may be limited to specific types of accounts, and may require the Client to agree to additional terms and conditions.

Enrollment and Accessing the Service

2. Enrollment. To enroll for the Service, you must agree to this Agreement, complete the enrollment process and provide us with any other related forms, schedules or documents that we may require from time to time. You must also complete all instructions we provide to complete your enrollment in the Services. Our approval of any such forms that we require you to submit may be required in order to access and use the Service or certain features thereof, and we may reject your request to use the Services for any reason in our sole discretion. We may also require you to complete and sign an Acceptance in writing. You may be required to separately enroll in the Mobile Services or certain other features of the Service following the enrollment process we may require from time to time.

3. Your Certification. By applying for, accessing or using the Services, you certify that this Agreement has been duly adopted by you in conformity with applicable laws and your organizational and governing instruments, and that no action contemplated by this Agreement will contravene any such law or instrument. You further certify that no further approval by you or any third party is required to authorize this Agreement or any action taken under this Agreement, and that this Agreement is your valid and legally binding obligation, enforceable against you in accordance with its terms. You certify that the Primary Administrator (defined below) and any other persons given access to the Services are authorized to act on your behalf until we have been provided with actual notice of a change and we have had adequate time to act on such notice. You agree to access and use the Services for business or commercial purposes only, and you acknowledge that each access or use of the Services constitutes acceptance, and is subject to the terms and conditions, of this Agreement.

4. Accessing the Service. In order to use the Service, you are required to have one or more Accounts with us, and you must complete our enrollment process described in this Agreement. You must also download, access, and utilize the App and any other downloadable software to be used for access to the Services provided by us or a Service Provider. To use the Mobile Services, you must have an eligible mobile device with access to the Internet and the ability to download the App (“**Wireless Access Device**”). You must also provide us with the means of access to your Wireless Access Device, such as a telephone number. During the enrollment process, we may require you to verify your telephone number to associate your Wireless Access Device with the Service.

5. Accessing Account Data. You can obtain balance and other Account information through the Services. Since certain information and transactions may not be processed by the Bank until after the close of the Bank’s Business Day, or otherwise in real time, some transactions may not be reflected in the online banking system in real time. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be available for immediate withdrawal. While the Bank endeavors to provide complete and accurate information, the Bank assumes no responsibility for any loss arising from incomplete or inaccurate information provided via the Service.

6. Authorized Users. Client shall designate one or more individuals who are permitted to use the Service on behalf of the Client (“**Authorized User**”). We may also require you to designate one Authorized User as the **Primary Administrator** who may act as an Authorized User with the power to make and sign all agreements and deliver all documents in connection with the Services on behalf of the Client, determine which features of the Service will be available to the Client and Authorized Users, impose limitations on the Client’s and Authorized User’s use of the Service, designate and remove other Authorized Users, define the roles and permissions of other Authorized Users, and delegate his or her authority to another Authorized User. Unless you otherwise specify, we may deem the Client’s authorized representative who initially requested to use the Service or a feature thereof as a Primary Administrator. Except as otherwise agreed by the Bank or as set forth in the settings applicable to your use of the Account or Service, your Primary Administrator and the Authorized User(s), will have access to any Account designated for use with the Services, even if the Account Agreement does not name such a person as an authorized signer or user of the Account. We do not control access by any of your Authorized User(s) or Primary Administrators to any Service except as expressly set forth in this Agreement. You agree to require your Primary Administrator and any Authorized User(s) to comply with all provisions of this Agreement and all other applicable agreements, and you guarantee that they will do so. You acknowledge and agree that you are fully and solely responsible for the failure of your Primary Administrator or any Authorized User(s) to so comply. You are responsible for any payment, transfer and other Services and charges initiated or incurred by your Primary Administrator and any Authorized User(s), whether or not actually authorized by the Client. The Bank reserves the right to require the Primary Administrator to be an authorized signer on the Account(s). Notwithstanding the foregoing, you understand that the Primary Administrator and each Authorized User may utilize the Services without regard to any restrictions otherwise applicable to an Account, or whether such Authorized User is an authorized signer on an Account.

7. User IDs. Upon enrollment, each Authorized User may be permitted to create a user name, password, and/or other secure token for use to access the Service (“**User ID**”). We own the User IDs and any other access code or security device used in connection with the Services from time to time, and you may not transfer them to any other person or entity. Whenever you have reason to believe a User ID has been compromised, lost or stolen, you must notify us immediately. If any Authorized User leaves your employ or you otherwise revoke or change the authority of any Authorized User to access or use the Services, you must notify us and revoke their User ID. You remain fully responsible for all use of any User ID and the Services occurring before you notify us of the revocation or compromise of any User ID and we have had a reasonable opportunity to act upon your notice. You must discontinue use of the User IDs and any other applicable security device upon our request and upon termination of this Agreement. You will continue to be responsible for any authorized or unauthorized use of the Services before and after termination of this Agreement notwithstanding such termination. If you access the Service through the Platform or Mobile Application of a Service Provider, you may be required to agree to additional terms and conditions of the Service Provider, and to obtain and maintain credentials to access and use the Platform or Mobile Application. All such credentials used to access the Service through a Mobile Application, Platform, or any other means of accessing your Account shall be considered a “User ID” for the purposes of this Agreement.

You acknowledge that the User IDs are a commercially reasonable security procedure and commercially reasonable method for the purpose of verifying whether any payment, transfer or other Service was initiated by you. You further acknowledge and agree that the User IDs are not intended, and that it is commercially reasonable that the User IDs are not intended to detect any errors relating to or arising out of payment, transfer or any other Service.

You accept as your sole responsibility the selection, use, protection and maintenance of, confidentiality of, and access to, the User IDs. You agree to take reasonable precautions to safeguard the User IDs and keep them confidential. You agree not to reveal the User IDs to any unauthorized person. You acknowledge that we will never ask you for a password and that our employees do not need the passwords for any reason. You acknowledge that: you should not store your password in a conspicuous place, you should log off the Services when you are finished using them, you should not walk away from your computer while logged on to the Services, you should use antivirus software to keep your computer clean and free of viruses, you should register your frequently used computer if this function is available, you should safeguard your secure token if you are using this security feature, you should review and reconcile account activity on a regular, timely basis, and you should access our website directly and never click on a link in an email that may be disguised as being from the Bank.

8. Devices, Operating System, and Connection Requirements. To use the Service, you will need to provide, at your own expense, a computer, a Wireless Access Device, and other equipment necessary to access the Services as well as all software and necessary telephone lines, Internet or other connections necessary to access the Services, and an e-mail address (each, a “**Device**”). Your Device must be able to operate and support a minimum 128-bit SSL encryption. You are responsible for the installation, maintenance and operation of the Device and all related charges. We are not responsible for any errors or failures caused by any malfunction of the Device. We are also not responsible for any losses or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the user of any Internet, network carrier or other service provider providing your connection to the Internet or any browser software. The Service may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all computing Devices. We cannot guarantee and are not responsible for the availability of data services provided by your mobile carrier, including data outages or “out of range” issues. We are not responsible for any loss, damage or injury resulting from the disconnection, defect, or malfunction of your cellular service or Device. Further, we are not responsible for the cost of upgrading your equipment to stay current with the Service. You are responsible for understanding the operation and maintenance of your Device. You are responsible for managing the installation and removal of the App, and any other software through which the Service is accessed on any Device. You agree to use Devices that are compatible with the Bank’s programs, systems and equipment, which the Bank may change from time to time. The Bank assumes no responsibility for the defects or incompatibility of any Device the Client uses in connection with the Services, even if the Bank has previously approved their use. **THE BANK MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, WITH RESPECT TO THE SERVICES, OR ANY COMPUTER PROGRAMS, EQUIPMENT OR SOFTWARE MADE AVAILABLE BY THE BANK TO CLIENT.** The Client agrees to notify the Bank promptly if any Device or software the Bank provides to the Client becomes defective. The Bank’s sole responsibility (if any) in such instances will be to use best efforts to repair or replace the defective Device or software that the Bank provided. If you use a Device to access the Service through a Platform or Mobile Application provided by us or a Service Provider, you may be required to comply with additional Device, operating system, and connection requirements.

9. Account Designation. We may permit or require you to link certain Client Accounts to the Service for use and access in connection with 12

the Service. You must designate a business deposit Account you maintain with us (the “**Primary Account**”) for use with the Services. In the event that we enable you to link multiple Accounts to the Service, we may require you to designate a Primary Account for a particular feature of the Service. If your Primary Account is closed for any reason, or if it is no longer designated for use with the Services, your access to and use of the Services and this Agreement will be terminated unless another Primary Account satisfactory to the Bank is designated. You may also designate any of your other business checking, savings, money market deposit, certificate of deposit or business loan Accounts you maintain with us for use with the Services with our approval. We reserve the right to deny any Primary Account designation in our sole discretion.

10. Commercial Account Representations. Client represents and warrants to the Bank that: (i) its Primary Account, any Settlement Account, Reserve Account or other Account designated for use in connection with the Service is a commercial account (not primarily established for personal, family or household purposes); and (ii) the Bank may rely upon the authority of each Authorized User for all purposes in connection with the Services, even if such Authorized User is not a signatory on any such Account, until the Bank has received written notice acceptable to it of any change from an Authorized Representative and the Bank has had a reasonable time to act thereon (after which time it shall rely upon the changed version).

11. Sufficient Funds. The Client agrees to maintain sufficient available funds (as determined under the Bank’s funds availability policy) in the Client’s Accounts accessible via the Services to cover all transactions requested through the Service and applicable fees, or such higher amounts as the Bank may specify from time to time. The Client acknowledges that the Bank does not control intermediary banks or other third parties, including intermediary banks chosen by the Bank, and that the Bank does not control whether intermediary banks deduct fees as part of the processing of transfer requests. The Client agrees that the Client’s funds may be held by the Bank for a period of time during the term of a Service and following termination of the Services, to protect the Bank against any possible losses relating to the use by the Client of the Services. If the Bank does hold funds, the Bank may treat the held funds as not available for other purposes, and reject other transactions (for example, checks or other transfer instructions) in accordance with the applicable deposit account terms and conditions. The Bank may, in its sole discretion, allow overdrafts, over limits or negative balances, and the Bank also may determine the overdraft by the Client’s available balance or account balance. The Bank may also discontinue the practice at any time with or without prior notice to the Client. If the Client does not have sufficient or available funds or credit in the Client’s account for which a particular transaction was requested, the Bank may charge any account of the Client’s held at the Bank to cover the cost of the transaction, as well as any corresponding fees. Alternatively, and in the Bank’s sole discretion, the Bank may overdraw the Client’s Accounts held at the Bank and the Client may be charged an overdraft or other fee (such as fees for returned checks or other electronic items), and the Client agrees to immediately pay the Bank such overdraft and fee(s). The Client’s obligation to pay the Bank remains immediately due and payable whether or not the rejected, returned or adjustment entry was processed in accordance with any requirement of any applicable laws or rules applicable to any party other than the Bank and notwithstanding the Bank or the Client may have a claim against another third party for breach of the applicable laws or rules. Nothing in the Agreement shall be construed as the Bank’s commitment or obligation to lend the Client money.

Security Procedures and Communications

12. CONTACT US IMMEDIATELY IN CASE OF BREACH. You agree to contact us immediately you believe your Device, User ID, other user name, password, or other approved access device or credentials used to access the Service or an Account has been lost or stolen, or if you believe that a transaction has been made without your permission. We will not be liable for any damages resulting from your failure to follow the aforementioned precautions. You further agree to notify us in writing immediately if you believe that the confidentiality of any User ID has been compromised in any manner or if you believe there has been any other breach in the security of your Accounts or the Services. You must also immediately deactivate the User ID, Device, or other means of accessing the Service that you believe to have been compromised.

13. Security Procedures. We have established security procedures for your access to the systems we use to provide the Service (“**Security Procedure**”). The Security Procedure includes, but is not limited to, the use of User IDs codes, encryption, passwords, and other security devices, systems and other means for us to identify you and any device you use to access the Service, your training of your authorized employees on the use of the Service, your supervision and monitoring of the use of the Service by your employees and representatives, your commercially sound and accepted practices for ensuring the safekeeping of your Account(s), the system, and your access credentials, and any additional procedure we may offer or require from time to time. The Security Procedure may also include other communications and means of communicating relating to a Service, including, without limitation, any payment instruction or authorization, transaction request, information request, Entry, notification and authorization (each a “**Communication**”). If the Bank takes any action not provided in the Security Procedures in connection with any Communication, such additional action shall not be deemed to become a mandatory part of the continuing Security Procedures. The Security Procedure is intended to provide security against unauthorized access to our systems and your Account(s). We reserve the right to revise or amend the Security Procedure from time to time. You may be denied access to the Services if you fail to comply with any of the Security Procedures.

You acknowledge and agree that the Security Procedure identifies and authenticates you (including your Administrator and Authorized Users) when you access or use the Services. You authorize us to rely on this Security Procedure to identify you when you access or use any of the Services, and as signature authorization for any communications or instructions received, provided that we have substantially complied with the applicable Security Procedure, regardless of whether the communications or instructions are authorized by you. Client understands and agrees that the Bank will use the Security Procedures to verify the authenticity of Communications and that the Security Procedures are not designed to, and are not used for the purpose of, detecting errors in transmission or content of Communications, including discrepancies between account names and numbers.

The Bank may offer the Client use of additional authentication tools or methods from time to time (for example, challenge questions and phrases for employees). If the Client chooses not to implement supplemental authentication tools, the Client’s access to some or all of the Services may be limited, and such election is at Client’s own risk.

Additional Security Procedures and features are set forth in Schedule A (**Security Features & Procedures**) and may be set forth in other materials the Bank or Service Provider provides from time to time.

14. Dual Control. Bank recommends that the Client utilize dual control for security control as set forth in Schedule A. Use of dual control will require two separate Authorized Users to initiate and approve certain transactions and actions made using the Service. Client’s use of the Service

may require dual control by default, unless the Client's Primary Administrator opts out of this feature. Client understands that if it opts out of dual control, it must use other Security Procedures, and the Client may have less protection against unauthorized transactions and activity. The other Security Procedures selected by the Client will be deemed commercially reasonable by the Client, to the same extent as if the Client had used dual control and any other Security Procedures offered by the Bank, and the Client will indemnify and hold Bank harmless from and against all losses and liabilities arising from the Client's use of alternative Security Procedures other than those recommended by Bank.

15. Account and Services Security. You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Service. The use of the Service on a public network is strongly discouraged. You also agree that the Device you are using to access the Service is protected from and free of viruses, worms, Trojan horses, or other similar components (collectively referred to as "**Viruses**"), which could result in damage to programs, files, and/or Device or could result in information being intercepted by a third party. You agree not to leave your Device unattended while logged into the Service and to log off immediately after the completion of each access. We encourage utilizing a device software locking feature if it is available on your Device. You agree not to provide your User ID, any other user name used to access the Service or any Account, password, or other access credentials to any unauthorized person. If you permit other persons to use your Device, User ID, user name, password, or other access credentials or means to access the Service, you are responsible for any transactions they authorize. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of the Service is available for use outside of the United States or that such access is secure. Access to the Service from locations outside of the United States is at your own risk.

In no event will we be liable for any unauthorized transactions if we have followed the applicable Security Procedure. You will be liable for any transactions and other actions made using a Client or Authorized User's User ID or other means of accessing the Service, even if a User ID has been lost, stolen or obtained or retained by a person not authorized by you and even if the use occurs after you have asked us to deactivate a User ID or terminate the Service, whether or not we have acted upon that request.

16. Communications. Regardless of whether or not the Bank complied with the Security Procedures, any Communication received by the Bank will be treated as the Client's and will bind the Client if the Communication is delivered to the Bank directly or indirectly by any Authorized User, using any User ID or Security Procedure, or if the Client would otherwise be legally bound by the Communication, regardless of whether the Communication was erroneous in any respect or that any loss would have been prevented if the Bank had complied with the Security Procedures.

The Bank may act on an incomplete Communication at its sole discretion, including but not limited to, if in the Bank's reasonable opinion, it contains sufficient information. The Bank has no duty to discover, and shall not be liable for, errors or omissions made by the Client or the duplication of any Communication by the Client. The Bank may delay or refuse to execute any Communication or process any requested Service. The Bank may do so for any reason or for no reason. The Bank may provide notice to the Client of such delay or refusal but is not obligated to do so. The Bank may delay or refuse processing of a Communication, for example, if: (A) processing would or may exceed the available funds in the Client's affected account or violate a lending covenant regarding available funds in the account; (B) the Communication is not authenticated to the Bank's satisfaction or the Bank believes the Communication may not have been authorized by the Client; (C) the Communication contains incorrect, inconsistent, ambiguous, or missing information; (D) processing would or may involve funds which are subject to lien, security interest, claim, hold, dispute, or legal process prohibiting withdrawal; (E) processing would or may cause a violation of any laws or rules applicable to the Client or to the Bank; (F) for any reason determined by the Bank in its sole discretion; or (G) for any other reason under the Agreement. In addition, the Bank shall be excused from failing to transmit or delay a transmittal of a transaction or Communication if such transmittal would result in the Bank's having exceeded any limitation upon the Bank's intra-day net funds position established pursuant to present or future Federal Reserve Board ("FRB") guidelines or in the Bank's reasonable judgment otherwise violating any provision of any present or future risk control program of the FRB or any rule or regulation of any other U.S. governmental regulatory authority. The Client agrees that the Bank will have no liability to the Client or to any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal. If the Client informs the Bank that it wishes to recall, cancel or amend a Communication after it has been received by the Bank, the Bank may, but will not be required to, use its reasonable efforts to assist the Client to do so; however, the Bank shall not be liable for any loss, cost or expense incurred by the Client if the Bank does not, or is unable to, amend, cancel or recall a Communication. The Client hereby agrees to indemnify the Bank against any loss, liability, claim or expenses (including legal fees) it may incur in connection with assisting the Client to recall, cancel or amend a Communication, and the Client agrees to immediately reimburse the Bank for any monies paid by the Bank associated with such losses, liability, claims or expenses incurred by the Bank. The Client assumes the sole responsibility for providing the Bank with accurate Communications in the form and format that the Bank requires. The Bank is not responsible for confirming Communications or for failing to detect and reject duplicate Communications. If the Client provides the Bank with a Communication that is incorrect in any way, the Client agrees that the Bank may charge the Client's accounts for any transactions related to the Communication whether or not the error could have been detected by the Bank. The Bank is not obligated to detect errors in the Client's transfer or payment instructions or other Communications.

Before using a Service and before sending a Communication to the Bank, the Client will review the Security Procedures and determine whether the Security Procedures will provide a commercially reasonable method for verifying whether a Communication is that of the Client. As part of the review, the Client will consider the size, type and frequency of Communications the Client normally makes or anticipates making, along with such other factors as the Client may deem relevant or appropriate. You agree to notify us if you know or suspect that the Security Procedures have been breached. We may add additional procedures and features to the Security Procedure from time to time and your use of such additional Security Procedure shall demonstrate your agreement that such Security Procedure is a commercially reasonable method of authenticating your identity.

17. Electronic Records and Signatures. When any payment order or other Service generates items or transactions to be charged to an Account of the Client, the Client agrees that the Bank may charge the affected Account without requiring the Client's signature and without prior notice to the Client. Any transactions or services resulting from the Client's instructions which the Bank receives in the Client's name and under the Client's credentials shall be deemed to have been "a writing" and authenticated by the Client "in writing" for purposes of any law in which a writing or written signature is needed or required. All records maintained by the Bank of transactions under the Client's or Authorized User's User ID or other credentials shall be deemed to have been "signed" and will further constitute an "original" when printed from records established and maintained by the Bank or the Bank's authorized agent in the normal course of business. The Client agrees not to contest the authorization for, or validity or enforceability of, the Bank's electronic records and documents, or the admissibility of copies thereof, under any applicable law relating to whether ACTIVE/115240055.2

certain agreements, files or records are to be in writing or signed by the party to be bound thereby. Records and "signed" documents, if introduced as evidence on paper in any judicial or other proceedings, will be admissible to the same extent and under the same conditions as other documentary business records. Upon the Bank's written request, the Client agrees to manually sign or place the Client's signature on any paper original of any record or "signed" document which the Bank provides to the Client containing the Client's purported signature.

18. Electronic Recordings. The Client authorizes the Bank (but the Bank is not obligated) to record electronically and retain telephone conversations between the Client (including its purported Authorized Users and representatives) and the Bank. Accordingly, the Client agrees on behalf of itself, its employees and agents that the Bank may monitor and record the Client's telephone and electronic communications in connection with the Services at any time, without further notice. The Bank and the Client hereby agree that the Bank may produce the telephonic or electronic recordings or computer records as evidence in any proceedings brought in connection with the Agreement, and the Client hereby acknowledges the validity and enforceability of such telephonic or electronic recordings.

Fees: Penalties

19. Fees. The Client agrees to pay the Bank the fees prescribed in the Bank's current fee schedules for each of the Services, a copy of which is available upon request (each a "**Fee Schedule**"). Unless other arrangements are made for payment of such fees, the Bank will automatically debit any Account maintained by the Client with the Bank in the amount of such fees. The Bank does not in any way extend credit to the Client under this Agreement. The Bank may amend the Service pricing from time to time. Certain prices are subject to change without prior notice. Special or additional Services performed at the Client's request will be subject to additional terms and fees. In addition to the fees for the Services, the Client agrees to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, the Agreement, and any software, Device, or equipment made available to the Client (excluding any income tax payable by the Bank).

The Client is also responsible for the costs of any communication lines and any data processing charges payable to third parties. If the Client is required by the laws of any relevant jurisdiction to make any deduction or withholding from any fees, interest, or other amounts, on account of tax or other charges, the Client shall withhold the same and pay it to the relevant authority and shall pay the Bank such additional amount as may be necessary to ensure the Bank receives an amount equal to the amount it would have received had no such deduction been made.

20. Fines and Penalties. The Client will reimburse the Bank for any fines or penalties (and any associated costs, including reasonable attorneys' fees and costs) imposed on or assessed against the Bank by any Federal Reserve Bank, any network operator, any state or federal regulatory agency or other US or foreign governmental body, or any clearinghouse or other third party having oversight or rulemaking authority over transactions facilitated using the Services, when the fine, penalty or other expense is caused by or related to the Client's data or use of the Services. Such amounts shall be immediately due and payable by the Client. The Client's obligation to pay the Bank remains immediately due and payable whether or not the fine or penalty was imposed or assessed in accordance with any requirements of the Rules or Laws or any laws applicable to any party other than the Bank and notwithstanding the Bank or the Client may have a claim against another for breach of the same.

Representations and Warranties; Limitation on Liability; Indemnification

21. Representations and Warranties. Client represents and warrants to the Bank that: It is duly organized and validly existing, and is in good standing in every jurisdiction where required; the Client's execution, delivery and performance of this Agreement and the transactions contemplated herein have been duly authorized by all necessary action and do not: (A) violate any provision of any applicable law, rule or regulation (including but not limited to any licensing requirement(s) or of the Client's charter or bylaws or other governing documents, as applicable), or (B) result in the breach of, constitute a default under, or require any consent under any agreement or instrument to which the Client is a party or by which the Client is bound; the representatives executing and delivering the Agreement and the Acceptance for and on behalf of the Client, are duly authorized to do so; any Communication or authorization required in connection with the Agreement and each Service description has been provided by an Authorized User or Primary Administrator, as required. The Bank may rely upon the authority of each Authorized User for purposes of the Agreement until the Bank has received written notice acceptable to the Bank of any change of persons designated by the Client as an Authorized User, and the Bank has had a reasonable time to act thereon (after which time the Bank shall rely upon the change); any act required by any relevant governmental or other authority in connection with the Agreement has been or will be done (and will be renewed if necessary); the Client's performance under the Agreement and use of the Services will not violate any Applicable Law, regulation or other requirement; the Agreement is a legal, valid and binding obligation; unless otherwise agreed to in writing by the Bank, the accounts established by the Client with the Bank and the Services the Client establishes or uses in connection with the accounts will only be used for business purposes and not for personal, family or household purposes; and the Client agrees that it shall be deemed to make and renew each representation and warranty made in this Section on and as of each day on which it uses the Services. The Client will inform the Bank in writing immediately upon the Client's becoming aware of facts or circumstances that cause (or with the passage of time would result in) any representation or warranty given by the Client to cease to be true and correct. The Client will provide such information or documentation as the Bank may request from time to time to demonstrate compliance by the Client with the Client's representations and warranties, or other obligations of the Client under this Agreement. The Bank, in accepting the Agreement, is acting and relying upon the Client's foregoing representations and warranties.

22. Limitation of Liability. The Bank's duties and responsibilities shall be limited to those set forth in this Agreement. Except to the extent otherwise required by law, in no event shall the Bank be liable for: (i) any punitive, indirect, consequential or special damages or lost profits, even if the Bank has been advised of the possibility of such damages; (ii) the acts or omissions of a contractor, vendor, processor, third-party servicer or vendor used by the Client or the Bank, or any loss, cost, damage or expense incurred by any person or entity in connection therewith; (iii) the Client negligence or breach of any agreement with the Bank; (iv) any loss, cost, expense, or damage to the Client in connection with any Communication Link, software, or any technical computer service, including software installation or de-installation performed by the Bank or the Client or any third party designated by the Bank or the Client, or the Client's or the Bank's use thereof; (v) any ambiguity, inaccuracy or omission in any instruction or information provided to the Bank; (vi) the application of any government or funds-transfer system rule, guideline, policy or regulation; (vii) the lack of available funds in the Client's Account to complete a transaction; (viii) the Bank's inability to confirm to its satisfaction the authority of any person to act on the Client's behalf; (ix) the Client's failure to follow any applicable software manufacturer's recommendations or the Bank's Service instructions; (x) any Internet sites related to the Services or maintained or operated by the Bank or the use thereof or the inability to use such sites by 15

any party, or in connection with any failure or performance, error, omission, interruption, defect, delaying in operation or transmission, computer virus, Trojan horse, worms, online or system failure, or (xi) any claims of wrongful dishonor resulting from the Bank's acts or omissions under this Agreement, even if the Bank, or representatives thereof, are advised of the possibility of such damages, losses or expenses. There may be other exceptions to the Bank's liability, as stated in the Client's account or other service agreements with the Bank. The Bank will not be responsible for determining the compatibility of any Device or installed software with other system components or for any failure of any technical servicing or software installation to provide access to the particular Service which the technical servicing or software installation was intended to make available. The Bank's liability and the Client's remedy for actual costs and losses resulting directly from the Bank's gross negligence, willful misconduct or bad faith actions and/or omissions, whether the claim is in contract or tort, will not exceed the Service fees accrued by the Client during the three months immediately preceding the cost or loss. Any claim, action or proceeding by the Client to enforce the terms of the Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. The Client agrees to cooperate with the Bank in any loss recovery efforts the Bank undertakes to reduce any loss or liability that arises in connection with the Services. The Client acknowledges that Service fees have been established in contemplation of: (A) these limitations on the Bank's liability, (B) the Client's agreement to review statements, confirmations, and notices promptly and to notify the Bank immediately of any discrepancies or problems; and (C) the Client's agreement to assist the Bank in any loss recovery effort. The Client agrees that it will not assert any claims against the Bank based on theories of negligence, gross negligence, strict liability, misrepresentation, or fraud based on or relating to any Communication or Communication medium, Device, software or the Client's possession or use thereof or any technical computer service including, but not limited to, software installation or de-installation performed by the Bank.

23. Indemnification. You are solely responsible for the amount of each Payment, transfer or other Service, including fees or other amounts incurred with the Services, even if you did not authorize the Payment, transfer or other Service. You agree to indemnify us and hold us harmless from and against any and all losses, liabilities, claims, damages or expenses (including attorneys' fees and court costs and expenses) arising from or related to the access or use of the Services, including (i) the alteration of any item deposited through the Service, (ii) your transmission of any data, information, or instructions, or any inaccuracy or inadequacy in such data, information or instructions, (iii) your breach of this Agreement or any warranty made by you in this Agreement by you or failure to comply with its terms or any Applicable Law or Rules, (iv) any act or omission by you or any of your Administrators, Authorized Users, employees or agents that results, directly or indirectly, in the payment or distribution of funds to any person, real or fictitious, not entitled to all or any part of such funds, or that results in an inaccurate, incorrect, untimely, improper or failed transaction in connection with such funds, or the redeposit of any item processed for deposit through the Service, (v) any fine, penalty or sanction imposed on the Bank by, any clearing house, or any governmental entity, arising out of or connected with the Services; (vi) any act or omission of the Bank that is in accordance with the Agreement or instructions from the Customer. In addition, unless limited by applicable law or caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the Bank, our officers, directors, employees, consultants, agents, service providers, and licensors from any and all third-party claims, liability, damages, expenses, and costs arising from (x) a third-party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files or otherwise in connection with your use of the Service; (y) your violation of any law or rights of a third party; or (z) your use, or use by a third party, of the Service. The warranties and indemnifications described in this Agreement shall survive termination of this Agreement.

24. Disclaimer of Warranty. UNLESS THE DISCLAIMER OF SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT USE OF THE SERVICES BY ANY MEANS IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED "AS IS," AND "AS AVAILABLE" AND THAT WE DO NOT MAKE ANY WARRANTIES WHATSOEVER THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE BANK IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM THE CLIENT'S USE OF THE SERVICES. THE BANK MAKES NO, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES (EXPRESS OR IMPLIED) REGARDING THE YOUR USE OF THE SERVICES AND THE EQUIPMENT, INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE BANK DISCLAIMS ANY WARRANTIES REGARDING ANY SOFTWARE, ANY COMMUNICATION OR COMMUNICATION MEDIUM, THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICES AND THE EQUIPMENT, INCLUDING ANY WARRANTY THAT THE SERVICES AND THE EQUIPMENT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. THE CLIENT ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, TRANSMISSION ERROR, AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING THE SERVICES AND ASSUMES ALL RISKS RELATING TO THE FOREGOING.

25. Force Majeure. Notwithstanding any other provisions of the Agreement, the Bank shall not have any responsibility or liability for any failure, error, malfunction or any delay in carrying out any of its obligations under the Agreement if such failure, error, malfunction or delay results from events due to any cause beyond its reasonable control, including, without limitation, unavailability of any communications system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, stoppages of labor or industrial action of any kind, riots, insurrection, war or acts of government, power or equipment failure (including that of any common carrier, transmission line or software), emergency conditions, adverse weather conditions or any other factor, medium, instrumentality, condition or cause not in the Bank's control. The Bank will not be liable or responsible for the acts or omissions of any other financial institution or any third party or for any inaccuracy or omission in a notice or communication received by the Bank from you, another financial institution, or any other third party. In addition, the Bank shall be excused from failing to transmit, or delaying the transmission of, any transaction, if such transmittal would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future FRB guidelines or in the Bank's otherwise violating any provision of any present or future risk control program of the FRB or any rule or regulation of any other U.S. governmental regulatory authority. The Bank shall not be liable for any failure to perform any of its obligations under this Agreement if such performance would result in it being in breach of any law, regulation, requirement or provision of any government, government agency, banking or taxation authority in accordance with which the Bank is required to act, as shall be determined in the Bank's sole discretion.

Confidentiality.

26. Unless otherwise provided in the Agreement, all Supporting Documents and software provided pursuant to the Agreement constitute the Bank's, its contractors or vendors, or the Bank's agent's confidential information ("**Confidential Information**"). The Bank, its contractors or vendors, or the Bank's agent (as applicable) will remain the sole owner of all such Confidential Information, and the Client will not acquire any

interest in or rights to the Confidential Information as a result of the Client's use of any Service except as set forth in this Agreement. The Client will maintain the confidentiality of the Confidential Information, and will not permit its employees or agents to, disclose, copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than the Client's employees who have a need to use the Confidential Information in connection with the applicable Service. The Client shall notify the Bank immediately if the Client knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any Confidential Information, and if the Client is responsible for the Unauthorized Use, it will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession or prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to the Bank as a result of such Unauthorized Use. In addition, the Client shall not decompile, reverse engineer, disassemble, modify, or create derivative works of any computer program provided pursuant to the Agreement. The Client authorizes the transfer of any information relating to the Client to and between the branches, subsidiaries, representative offices, affiliates, contractors, vendors and agents of the Bank and third parties selected by any of them, wherever situated, for confidential use in connection with the provision of products or Services to the Client (including for data processing purposes), and further acknowledges that any such branch, subsidiary, representative office, affiliate, contractor, vendor or agent or shall be entitled to transfer any such information as required by any law, court, regulator or legal process.

Compliance.

27. Compliance with Applicable Law and Rules. The Client agrees to comply with all state and federal laws, rules and regulations, as may be amended from time to time, applicable to the Client and to its use of the Services including the operating rules of all systems and networks, as may be amended from time to time, used to provide Services to the Customer ("Rules," and collectively, "Applicable Law"), and to promptly provide evidence reasonably satisfactory to the Bank of the same if requested by the Bank. Without limitation, the Client agrees and acknowledges that the Services may not be used by the Client in violation of, and must comply with, the Applicable Law and Rules, including sanctions laws administered by the Office of Foreign Asset Controls. The Client agrees that the Services will not be used to facilitate any illegal activity, including but not limited to illegal Internet gambling. The Client acknowledges and agrees that the software used to access the Services may be subject to restrictions and controls imposed by the Export Administration Act and the Export Administration Regulations, as may be amended from time to time (collectively, "Acts"). The Client agrees and hereby certifies that neither the Software nor any product thereof or any Service is being or will be used by or on behalf of the Client for any purpose prohibited by these Acts. Nothing in the Agreement relieves the Client of any obligation the Client may have under the Laws, Rules or Acts. If the Agreement is in conflict with the Applicable Laws, Rules or Acts, as may be amended from time to time, then the Agreement is deemed modified only to the extent necessary to allow or require the Client to comply with the Laws, Rules and Acts. The Client will implement and maintain procedures, including retention of legal or compliance services, to ensure that the Client is able to comply with all current and future Laws, Rules, and Acts, including any changes to them. The Bank is not obligated to provide information, updates or notice of or regarding the Laws, Rules, or Acts even if the Bank is aware of the same and of the potential for material impact on Client's use of the Services, and the Client's indemnification and other obligations to the Bank are not relieved or reduced by the Bank's not providing the same to the Client. If the Bank does provide information, updates or notices of or regarding the Laws, Rules or Acts to the Client, the Bank is not responsible for the accuracy of the same and may discontinue doing so at any time. In addition to any allowances provided to the Bank in any other agreement the Bank has with the Customer, the Customer agrees that the Bank may delay posting of an inbound credit to any of the Customer's account(s) held at the Bank or delay the processing of an outbound transaction from the Customer's account(s) held at the Bank, when the delay is due to a suspicion that the transaction may be in violation of applicable Law, Rule or Act, or the transaction is otherwise under review by the Bank.

28. Reconciliation. The Client will inspect all information made available by the Bank in connection with the Services. The Client agrees to promptly, by telephone and in writing, notify the Bank of any errors in such information or any discrepancies between its records and the information, statements or confirmations of transactions made available by the Bank. If the Client fails to promptly notify the Bank of any such error or discrepancy, in any case no more than 30 days of the date on which such information is made available to the Client, then the Client agrees that the Bank will not be liable for any losses resulting from the Client's failure to give such notice or any resulting loss of interest relating to any funds transfers. Without limiting the foregoing: (i) if the Client fails to notify the Bank of any such error or discrepancy within one year of the date on which such information is made available to the Client, then the Client shall be precluded from asserting such error or discrepancy against the Bank; and (ii) the Bank reserves the right to, in its sole discretion, adjust transaction records for good cause after the expiration of said one year period.

Client's Other Responsibilities

29. Notices. Except as otherwise provided in the Agreement, all notices, and other communications by the Customer to the Bank shall be in writing and, addressed to:

Grasshopper Bank, N.A.
915 Broadway 7th Floor
New York, N.Y. 10010

or at such other addresses as the Bank may specify in writing. Notices and communications to the Client by the Bank, including but not limited to amendments, statements, notices and other account information, may be mailed or sent to the Client electronically at the statement, email or mailing address shown for the Client in the Bank's records or made available through the online system. The Client agrees to provide the Bank with the Client's current email address, and to notify the Bank immediately when the Client changes its email address. Any notice or communication sent by the Bank to the Client will be effective when sent by the Bank, or as otherwise stated in the notice or communication. The Client agrees that the Bank may consider any such notice or communication as being given to all persons entitled to such notice when such notice is given to any one Account Representative. The Client further acknowledges and agrees that certain notices and communications may be provided to the Client by telephone (including mobile phone), facsimile or electronic transmission at the telephone number, mobile phone number, facsimile number or other location or number as shown in the Bank's records. Any notice, instruction, Communication or other communication sent by the Client to the Bank will be effective when the Bank has actually received and has had a reasonable time to act on the notice, instruction, Communication or other

communication. The Bank may rely on all notices, instructions, Communications and other communications sent to the Bank via facsimile or electronic transmission as though they are originals. Without limiting the foregoing, the Bank is entitled to rely on any notice, instruction, Communication or other communication believed by the Bank in good faith to be genuine or to have been signed or authorized by a Primary Administrator or other authorized representative of the Client. The Client agrees to access the Services from time to time and, in no event less than monthly, to access notices, communications and information made available by the Bank.

30. Audits and Inspection. The Bank (or its appointed representative) reserves the right, with prior notice to the Client, to enter upon the Client's premises from time to time during regular business hours to verify that the Client's operations and procedures are in compliance with the terms of this Agreement. In connection with any such audit, the Client agrees to furnish the Bank with any documentation or information as is reasonably necessary to establish the Client's compliance with the terms of the Agreement. If it is determined by the Bank that additional procedures or controls need to be implemented by the Client, the Client agrees to implement such procedures or controls within a reasonable period of time to be agreed upon by the parties. In connection with the Bank's entry on the premises of the Client for the purpose of conducting an on-site audit or inspection, or in connection with providing support to the Client, the Bank shall not be liable or responsible to the Client or any third party for any loss, bodily harm, property damage, claims of the introduction of a virus or other malicious code into the Client's system, including any which allegedly delay, alter or corrupt the data of the Client, whether related to the transmission of check images or other data to the Bank or whether caused by the equipment, software, the Bank Internet service providers, Internet browsers, or other parties providing communication services to or from the Bank to the Client.

31. Reserve Account. The Client agrees that it will, if requested by the Bank at any time, establish one or more reserve accounts ("Reserve Account") to be maintained with the Bank in type (including time deposits) and amount satisfactory to the Bank, to serve as collateral for and to secure the Client's obligations to the Bank under the Agreement. The Bank may restrict or prohibit the Client's access to any Reserve Account(s) and the funds on deposit in them and may hold such accounts following termination of the Agreement for a period sufficient to protect the Bank against loss. The Bank may increase or decrease the required Reserve Account balance from time to time, upon notice to the Client and the Client agrees to provide immediately available funds to cover a reserve amount requested by the Bank. In addition, the Bank may transfer funds from another account of the Client's, or use funds payable to the Client or owed by the Bank to the Client under the Agreement or due to a Service and credit such funds to a Reserve Account if a deficiency exists between the available funds in the Client's Reserve Account(s) and the amounts specified by the Bank as the required reserve amount.

32. Security Interest. The Client grants the Bank a security interest in the Client's Reserve Account, Primary Account, and all other Accounts to secure the repayment of any obligation that the Client incurs under the Agreement. The security interest provided under this Agreement is in addition to any other security interest the Bank may have in the Client's accounts or other assets. This security interest will survive termination of the Agreement.

33. Client Records. The Agreement and the Services are not intended to relieve the Client of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. Except as otherwise stated in the Agreement, the Client agrees to retain and provide to the Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry until one year following receipt by the Bank of the deposit, file, entry, transmission, or other order affecting an account.

Term and Termination.

34. The term of the Agreement will commence upon full execution of the Agreement and will continue in full force and effect thereafter until terminated as follows: the Client may terminate some or all of the Services under the Agreement, with or without cause, upon 30 days prior written notice to the Bank; and the Bank may terminate, suspend or restrict some or all of the Client's access to the Services under the Agreement, with or without cause, at any time immediately upon notice to the Client. Without limiting the foregoing, the Bank reserves the right to automatically terminate the Client's access to all or any part of the Services in the event the Client's use of a Service is inactive for a period of 180 days. Any termination will not affect any obligations arising prior to termination. Upon termination, the Bank may terminate the Client's access to the Services, and the Client will terminate its access to and use of the Services, except to the extent necessary to process transactions that were in process prior to the termination date. Within 30 days after termination of the Agreement, the Client will, at its expense, promptly uninstall and remove all software provided for the Services from its computers and return to the Bank any Software, hardware and equipment provided by the Bank for the Services, including the Supporting Documents, procedures, documentation and any materials relating to the Services in its possession or under its control, destroy all copies of the Supporting Documents and materials relating to the Supporting Documents that cannot be returned, and upon request from the Bank certify in writing to the Bank that all such copies have been returned or destroyed. The Client will be responsible and liable to the Bank for the replacement cost of all lost, stolen or damaged equipment that was provided by the Bank to the Client in connection with the Services. Upon termination of the Agreement, all Services and any licenses shall automatically terminate.

Miscellaneous.

35. Business Days. For the purpose of this Agreement, the Bank's business days are Monday through Friday, excluding Saturdays, Sundays, bank holidays, and any other day that the Bank chooses to be closed.

36. Availability. The Bank may cause a Service to be temporarily unavailable to the Client, either with or without prior notice, for site maintenance, security or other reasons, and the Client acknowledges that factors beyond the Bank's reasonable control, such as telecommunications failure or equipment failure, may also cause the Service to be unavailable to the Client. In such an event, the Client must make alternative arrangements for scheduled and other anticipated transactions and the Client will be responsible for maintaining procedures and facilities to enable the Client to do so if any of the Services are unavailable to the Client. Upon notice from the Bank of a failure of any software, hardware or other equipment necessary for the Bank to perform in accordance with this Agreement, the Client will, as soon as reasonably possible, deliver to the Bank all data in the Client's possession or under its control which the Bank reasonably requests in order for the Bank to continue to provide the Service.

37. Assignment. The Bank may assign its rights and delegate its duties under this Agreement to a Client affiliated with it or to a third party. The Client may not assign any right or delegate any obligation under the Agreement without the Bank's prior written consent.

38. Relationship of Parties. Nothing in the Agreement creates a joint venture, partnership, principal agent or mutual agency relationship between the parties. No party has any right or power under the Agreement to create any obligation, expressed or implied, on behalf of the other party.

39. Third Parties. The Client acknowledges and agrees that the Bank may arrange to provide software, if required, and/or may arrange for the Services covered by the Agreement to be performed or provided by third parties, including its affiliates. The Client further agrees that any such party is a third-party beneficiary of the Agreement and as such is entitled to rely on, and avail itself of, the provisions of the Agreement as if it was the Bank, including, without limitation, the limitations on liability and the indemnities described in the Agreement. The Bank's ability to provide certain Services may be dependent upon the Bank's ability to obtain or provide access to third-party networks. In the event any third-party network is unavailable, or the Bank determines in its sole discretion that the Bank cannot continue providing any third-party network access, the Bank may discontinue the related Service or may provide the Service through an alternate third-party network. In such situations, the Bank will have no liability for the unavailability or delay of access. Notwithstanding the limitations described above pertaining to third parties, if the Client authorizes a third party to access the Services on the Client's behalf, the Client will be solely responsible and liable for all actions and inactions of said third party. The Client expressly assumes the risks associated with providing Service access rights to its agents or third-party vendors, including but not limited to the risk of unauthorized or erroneous transactions. The Bank will not be responsible, nor have any liability whatsoever for any services the Client receives from the Client's agents or third-party vendors. The Bank reserves the right to require the Client to agree to additional terms and conditions as a condition precedent to the Client's use of any agent or third-party vendor in connection with the Client's access to the Services.

40. Credit Criteria. The Bank, in its sole discretion, may, and the Client hereby authorizes the Bank to, perform credit reviews of the Client in accordance with the Bank's credit criteria. The Client shall, upon the Bank's request, provide the Bank with any credit-related information and assistance as the Bank may require in performing any such review. The Client agrees to provide the Bank with financial statements or other information regarding the Client's financial condition upon the Bank's request.

41. Waiver. No party's failure or delay in exercising any right or remedy under the Agreement will operate as a waiver of such right or remedy, and no single or partial exercise of any right or remedy under the Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right. No waiver by either party of any breach of the Agreement will operate as a waiver of any prior, current or subsequent breach. No waiver, breach, right or remedy will be effective unless made in writing.

42. Headings. Headings are for reference only and are not part of the Agreement.

43. Successors & Assigns. The Agreement is binding upon and shall inure to the benefit of the Bank and the Client and their respective successors and assigns. However, in all cases the applicability of the Agreement to any of the Client's successors and assigns must be approved in an advance writing by the Bank.

44. Applicable Law; Severability. The Agreement shall be construed and interpreted in accordance with federal law and regulations, and to the extent such law and regulations do not apply, with the laws of the state of New York, without regard to its conflict of law provisions. Even if a provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the other provisions of the Agreement will not be affected or impaired by such holding.

45. Final Agreement; Amendments. The Agreement constitutes the final and complete agreement between the Bank and the Client with respect to the Services and any required software, and supersedes all other oral or written agreements, understandings and representations. The Bank may amend, add, delete, or change the terms of the Agreement, including but not limited to the terms of any Service, or to the applicable fees. The Bank may make such amendments, additions, changes or deletions, at any time and at the Bank's sole discretion. If the Bank deems it reasonably practicable to do so and if the change adversely affects the Client's usage of the Service, the Bank may notify the Client of the change in advance. Otherwise, the Bank will notify the Client of the change as soon as reasonably practicable after it is implemented, which notice may be given electronically. The Client's continued use of the Services will evidence the Client's consent to any amendments, including additions, changes or deletions.

SCHEDULE A: SECURITY FEATURES & PROCEDURES

The Client and Grasshopper Bank, N.A. (“**Bank**”) agree to the following Security Procedures:

The Security Procedure for Requests delivered in the Client’s name to the Bank via an electronic delivery channel, in person outside the Bank’s electronic banking platform or offline (manually) will be to verify the details with an Authorized Signer, which may include the originating Authorized Signer of the Request, by secure chat or at the phone number on file AND verify the Authorized Signer’s identifying information. The Bank will:

- **In-Person Requests:** For in-person Requests, the Bank will verify the Authorized Signer’s photo identification. The Bank will not be required to engage a call back procedure from the Authorized Signer.
- **Business Online Banking Service Requests:** Requests submitted using the Business Online or Mobile Banking Service will be subject to the Security Procedures applicable to that Service (as described in the Business Online Banking Service Description), in addition all Business Online or Mobile Banking Service Requests will be subject to the Client’s use of multi factor authentication. Contact us or the Service Provider for the current Security Procedures, as amended from time to time.
- **Offline (Manual) Requests:** For offline requests where the Client submits a signed form for manual processing, the Bank will have contact with an Authorized Signer, by secure chat or at the phone number on file, and verify the Authorized Signer’s identifying information in addition to the details of the request.

Pursuant to Schedule C (Origination Services) entered between the Client and the Bank; the Bank has granted the Client access to the Origination Services. Defined terms shall have the meaning provided in that Agreement, unless otherwise defined herein. The Client agrees to the Bank’s Security Procedures for purposes of authenticating Requests transmitted pursuant to the Origination Service in the name of the Client and delivered to the Bank via the Agreement and the Bank has agreed to authenticate Requests using the Security Procedures selected by the Client in this Schedule A. The Client agrees that the choice of Security Procedure is commercially reasonable for the Client and that the Client will be bound by Requests in the Client’s name as set forth in the Agreement. The Client agrees that personal identification numbers, passwords and any other Security Procedures cannot be shared amongst the employees, including amongst Authorized Users. Any Request conducted as a result of a breach of this requirement will be at the Client’s sole risk and liability.

Dual Control Opt-Out. The Bank recommends that the Client utilizes dual control for security control. Business Online Banking Services will default to a requirement for all transactions to be initiated and approved by separate Authorized Users (“dual control”).

These Authorized Users will be given authority as outlined in the Agreement and will not be given authority to send any transactions individually.

Single Authorized User Accounts. If you do not have additional Authorized Users with the requisite permissions to complete the dual control requirement must opt out of the feature to allow transactional capability in a single control environment. If you add Authorized Users in the future, you must contact the Bank to opt back into this feature.

IF THE CLIENT SELECTS THE OPTION TO OPT OUT OF THIS REQUIREMENT (NOT RECOMMENDED) AND ELECTS TO USE SECURITY PROCEDURE(S) OTHER THAN DUAL CONTROL AND THOSE SECURITY PROCEDURES PROVIDE LESS PROTECTION AGAINST UNAUTHORIZED TRANSACTIONS OR ACTIVITY THAN THE SECURITY PROCEDURES OFFERED BY THE BANK: (I) THE SECURITY PROCEDURES CHOSEN BY SUPER ADMIN WILL BE CONSIDERED “COMMERCIALY REASONABLE” TO THE SAME EXTENT THAT THE SECURITY PROCEDURES OFFERED BY THE BANK THAT PROVIDE GREATER PROTECTION, AND (II) SUPER ADMIN SHALL INDEMNIFY AND HOLD THE BANK HARMLESS FROM AND AGAINST ALL LOSSES AND LIABILITIES RELATING DIRECTLY OR INDIRECTLY TO SUPER ADMIN’S USE OF ITS OWN SECURITY PROCEDURES TO PREVENT UNAUTHORIZED TRANSACTIONS RATHER THAN THOSE RECOMMENDED BY THE BANK.

SCHEDULE B: FUND TRANSFER ORIGINATION SERVICES

Subject to the approval of Bank, Bank will provide ACH, wire, and electronic transfer origination services (“**Origination Services**”) in accordance with the terms set forth in this Schedule B, and Client shall comply with the terms set forth herein and as set forth in the Agreement. Pursuant to this Schedule B, the Client may submit funds transfer requests, Entries (as that term is defined in the NACHA Rules or the Rules of any other payment network used to process the entry or request, as applicable), and Payment Orders (as defined in Article 4A of the Uniform Commercial Code) (“**Requests**”) to the Bank for processing in accordance with this Schedule B and the Agreement. The term Request shall also include any information provided by Client which Bank uses to create any Entry, payment order, File, or similar item as applicable. Client shall only originate or submit Requests and Entries to Bank transactions of the type or SEC (as defined in the NACHA Rules) code that have been approved by Bank. The Bank may choose the funds transfer mechanism (for example, ACH, Fedwire, correspondent bank transfer) to be used when acting upon the Client’s request.

- 1. Provision of Origination Services.** Bank shall process and settle, in accordance with the provisions of this Agreement, Entries and other Requests authorized and provided to Bank by Client. Requests must be submitted to Bank by Client for processing and Settlement in accordance with this Agreement and procedures governing Originators (as defined by the Rules applicable to a transfer), as well as any Settlement and cut-off times. In conveying Entries and other Requests and Communications to Bank, Client is acting as an Originator. Requests may be submitted by Client pursuant to this Agreement only by an Authorized User; provided, however, Bank is under no obligation to process a Request if it believes such Request is not authorized pursuant to Applicable Law, Rules or otherwise creates a reputational, operational, safety and soundness, or compliance risk to Bank. Client may only submit Entries that are within the Standard Entry Class Codes (as defined by the NACHA Rules) that are approved in writing by Bank.
- 2. Transmittal of Requests by Client.** All Requests must be provided to the Bank using the Bank’s Services, as that term is defined in the Agreement, or, with the written approval of Bank, by using the Mobile Application or Platform provided by a Service Provider through which your Account is made available. Client shall (i) submit Requests to Bank in compliance with Bank’s instructions, policies and procedures, the Rules, and Applicable Law; (ii) not submit to Bank on any day Requests in a total dollar amount that exceeds the Exposure Settlement Limits (if any); (iii) prior to such Request submission, ensure that each such Request is properly authorized as required by the Rules and Applicable Law and are otherwise formatted and comply with any other requirements set out in the Rules; and (iv) Client agrees to promptly and regularly (throughout the day) review and reconcile all Requests, transactions or other communications submitted and received by Bank and confirm the accuracy of such review and reconciliation for each Request, transaction or communication submitted and received by Bank. Subject to Bank’s prior approval, Client may contract with third parties for services, but shall nevertheless retain all liabilities of an Originator or Receiver (as defined in the Rules) as set forth in the Rules. With respect to each and every Request submitted to Bank by Client, Client agrees that it will perform its obligations under the Agreement and this Schedule B in accordance with all Applicable Laws, including the sanctions laws administered by OFAC. (It is Client’s responsibility to obtain information regarding the sanctions laws administered by OFAC. This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC). Client agrees to retain data on file adequate to permit remaking of Requests for not fewer than thirty (30) business days following the date of transmission of the Request to Bank, and to provide such data to Bank upon request. Client agrees that the dollar amount of any Request submitted to Client will not exceed, by itself or in the aggregate, any transaction or exposure limits applicable to an Account to be debited or credited in connection with a Request, or other limits set by the Bank from time to time.
- 3. Security Procedures.** The Client will follow all Security Procedures, as that term is defined in the Agreement, in connection with its use of the Origination Service. In addition to the foregoing, for the purpose of this Schedule B, the Security Procedures used to access accounts and to use the Origination Services may include additional authentication tools or methods offered or required by the Bank or Service Provider from time to time (for example, challenge questions and phrases for employees, callback procedures). If the Client chooses not to implement supplemental authentication tools, the Client’s access to some or all Origination Services may be limited or revoked.
- 4. Transaction Limits.** Client will not submit individual or total monthly Requests in excess of the maximum limits established by the Bank and reflected in any Supporting Documents, as amended from time to time. The parameters and variations of the limits shall be set at the Bank’s discretion, including but not limited to limits based on dollar amounts and/or Entry Standard Entry Class Code types. The Client will not divide a transaction into more than one Request in order to avoid these limitations. The Bank may adjust these limitations from time to time by providing notice to the Client. The Bank processing of Requests in an amount greater than the established limit(s) shall not be deemed a waiver of this provision; the Bank may cease processing Requests in a greater amount at any time without prior notice. In addition, all transfers to and from an Account will be subject to the terms, conditions, and limits applicable to the Account as set forth in the deposit agreement governing the Account. If the Client exceeds these limits, the Bank may impose a fee, close or convert the Client’s Account to a different type of account, limit the Client’s use of the Origination Services, or any combination of the foregoing. In addition, there may be other transfer limits addressed in the Supporting Documents.
- 5. Commercial Transfers.** The Client may use the Origination Services to initiate funds transfers from the Client’s designated and eligible Account at the Bank to third parties. To the extent Requests are processed as ACH Entries, the Bank will be using CCD, CTX or PPD Standard Entry Class Codes.
- 6. Recurring Requests.** Client may use the Origination Service to submit recurring Requests for commercial transfers from your designated Account, at your selected frequency, on an ongoing basis. However, if the processing date of any such Request is not on a Business Day, then the Request will be processed or initiated on the next Business Day or the prior Business Day.
- 7. Cut-Off Times.** The cutoff hour for same-day Requests must be received by the cut-off time that may be imposed by the Bank from time to time. You may contact us or the Service Provider for the most current information about the Bank’s cut-off times for Requests under this Agreement and Schedule B. A Request is considered executed when the Bank executes it. If a Request is received after the cut-off time or on a day that is not a business day, the Bank may process the Request the following Business Day.
- 8. Processing, Transmittal and Settlement by Bank.** Except as provided in (d) (On-Us Entries) and (g) (Rejection of Requests), Bank shall

(i) process Requests received from Client to conform with the file specifications set forth in the Rules, (ii) transmit such Requests as an ODFI to the operator of the relevant payment network, and (iii) settle for such Requests as provided in the Rules. For purposes of this Agreement, Requests shall be deemed received by Bank, in the case of transmittal by tape, when received by Bank, and in the case of electronic transmission, when the transmission (and compliance with any related Security Procedures provided for herein) is completed. If such requirements are not met, Bank shall use reasonable efforts to transmit such Requests for processing by the next deadline of the payment network operator.

9. On-Us Entries. Except as provided in Section (g) (Rejection of Requests), in the case of a Request received for credit to an Account maintained with Bank (“**On-Us Entry**”), Bank shall credit the Receiver’s account in the amount of such Request on the Effective Entry Date contained in such Request, provided the requirements set forth in Section (b)(i) and (b)(ii) (Transmittal of Requests by Client) are met. If either of those requirements is not met, Bank shall use reasonable efforts to credit the Receiver’s account in the amount of such Request no later than the next Business Day following such Effective Entry Date. With respect to On-Us Entries, the term “Rules” refers to the NACHA Rules unless the context otherwise so provides or requires.

10. Web Entries. If Bank authorizes Client to use the Origination Services to originate WEB Entries, then:

- (i) Client will take all actions and obtain all consents and authorizations required under the NACHA Rules to allow Bank to meet its obligations as ODFI of WEB Entries, and you agree to retain the originals of such consents and authorizations for at least two (2) years after expiration, revocation, or termination thereof, or such other timeframe required by the NACHA Rules or Applicable Law;
- (ii) Client agrees it has performed or will perform an annual audit that satisfies the NACHA Rules before initiating a WEB Entry; and
- (iii) Pursuant to the NACHA Rules, Client will establish and implement commercially reasonable: (A) fraudulent transaction detection systems to screen debit WEB Entries; (B) methods of authentication to verify the identity of Receivers of debit WEB Entries; (C) procedures to verify that the routing number used in the debit WEB Entry is valid; and (D) security technology for communications between Client and Receivers over the internet or wireless networks.
- (iv) Each time Client initiates a WEB Entry, in addition to its other representations and warranties under this Agreement, Client warrants that the WEB Entry was screened by its fraudulent transaction detection system and that Client has used commercially reasonable methods to authenticate and verify the Receiver’s identity and to verify that the account number used in the WEB Entry is valid.

11. Provisional Credit. Client acknowledges credit given to the recipient of a payment is provisional until the recipient’s bank has received final Settlement through a Federal Reserve Bank or otherwise received payment as provided under Article 4A of UCC. If final settlement is not received, the recipient will not be deemed to have been paid the amount of the Request. Furthermore, the Client agrees that any payment by the Bank for any returned credit or credit reversal is provisional until receipt by the Bank of final settlement for such return or reversal. If final settlement is not received, the Bank is entitled to a refund from the Customer of the amount credited, and the Bank may charge the Client’s Account for the amount credited. The Bank may refuse to permit the use of any amount credited for a credit reversal if the Bank believes that there may not be sufficient funds in the Client’s account to cover chargeback or return of such reversal.

12. Rejection of Requests. Bank may reject any Request that (i) does not comply with the terms of the Agreement, Applicable Law, Rules, requirements of Section (b) (Transmittal of Requests by Client) or (ii) that contains an effective Entry Date more than two (2) Business Days after the Business Day such Request is received by Bank. Bank may reject an On-Us Entry for any reason for which a Request may be returned under the Rules. Bank may reject any Request if Client does not adhere to its Security Procedures. Bank reserves the right to refuse to pay any third party to whom the Customer may direct a transfer Request. The Bank will notify the Client if the Bank decides to refuse to pay a third party designated by the Client. Bank shall notify Client by (email or electronic transmission) of such rejection no later than the Business Day such Request would otherwise have been transmitted by Bank to the network operator or, in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. Bank shall have no liability to Client by reason of the rejection of any such Request or the fact that such notices are not given at an earlier time than that provided for herein. In the event that any Requests are rejected by any payment network or network operator for any reason, it shall be the responsibility of Client to remake such Requests. Should a File be rejected due to an error caused by Bank, Bank shall be responsible for remaking the File. In such a case, Client will supply sufficient information to allow Bank to recreate the Entries for up to five (5) Business Days after midnight of the Settlement Date. Bank shall be excused from failing to transmit or delay in transmitting a Request if such transmittal would result in Bank exceeding any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

13. Stop Payment Requests. You can use the Origination Services to ask us to stop payment on any paper check drawn against any of your Accounts. You may ask us to stop payment on other Requests you made using the Origination Services, solely as otherwise permitted by the Agreement and this Schedule B. You acknowledge and agree that any stop payment Request you make must be requested in a manner provided by the Account agreement or such other procedures we provide from time to time. We may charge you a separate fee for each stop payment request you make, as set forth in any Fee Schedule or Account agreement.

14. Cancellation or Amendment by Client. Client shall have no right to cancel or amend any Request after its receipt by Bank. However, Client can request the Bank to make amendments or cancel an ACH batch Request if the Request is still “pending” in Bank’s internet banking service. If a Client request for cancellation or amendment complies with the procedures for canceling or amending Request data, Bank shall use reasonable efforts to act upon such a request by Client prior to transmitting the Request to the network operator, or in the case of an On-Us Entry, prior to crediting or debiting a Receiver’s account, but shall have no liability if such cancellation or amendment is not affected. Client shall reimburse Bank for any expenses, losses or damages Bank may incur in effecting or attempting to affect Client’s request for the cancellation or amendment of a Request.

15. Error Detection. Bank has no obligation to discover and shall not be liable to Client for errors made by Client, including errors made in identifying the Receiver, or an Intermediary or RDFI, or for errors in the amount of a Request or for errors in Settlement Dates. Bank shall likewise have no duty to discover and shall not be liable for duplicate Requests issued by Client. Notwithstanding the foregoing, if Client discovers that any Request it has initiated was in error, it shall notify Bank of such error. In the event that Client makes an error or issues a duplicate Request, Client shall reimburse Bank for any loss, damages, or expenses, incurred by Bank as result of the error or issuance of duplicate Entries. Bank will use reasonable efforts, subject to and consistent with the Rules, to effect a reversal of an erroneous Request. Client will notify the Receiver by an appropriate method of communication that a reversing Request has been transmitted to the Receiver's account, no later than the Settlement Date of the reversal Request. Client agrees to hold Bank harmless from any and all claims, demands, liabilities, costs, and expenses incurred by Bank as a direct or indirect result of any action Bank takes to correct or reverse a Request that Client or Bank identifies as erroneous.

16. Notice of Returned Requests. Bank shall notify Client by email or online notification of the receipt of a returned or changed Request from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Except for a Request retransmitted by Client in accordance with the requirements of Section (b) (Transmittal of Entries by Client), Bank shall have no obligation to retransmit a returned Request to the network operator if Bank complied with the terms of this Agreement with respect to the original Request. Upon receipt of a return of a Request to debit an account, with a return reason code related to unauthorized, disputed or revoked transaction (or any other similar terms), Client will cease transmission of said transactions until a new authorization has been signed by the relevant consumer or Receiver or until corrections have been made or an authorization has been obtained.

17. Notifications of Change. Bank shall notify Client of all Notification of Change ("NOC") Entries and similar requests to change a Request received by Bank relating to Requests transmitted by Client by electronic transmission no later than one (1) Business Day after receipt thereof. It is the responsibility of Client to make the requested changes within six (6) Business Days or prior to the initiation of the next live entry, whichever is later with the following exceptions: (a) the Originator may choose, at its discretion, to make the changes specified in any NOC or corrected NOC relating to ARC, BOC, POP, RCK, XCK and single entry TEL or WEB, (b) in the case of CIE and credit WEB entries, the ODFI or Third-Party Service Provider is responsible for making the changes and (c) for an NOC in response to a Prenotification Entry, the Originator must make the changes prior to originating a subsequent entry if the ODFI receives the NOC by opening of business on the second Business Day following the Settlement date of the Prenotification Entry.

18. Reversing Entries or Files. Except for the reasons explicitly permitted under the NACHA Rules, the initiation of reversing Entries or files because an Originator or Third Party Sender failed to provide funding for the original Entry or file and/or the initiation of reversing an Entry or file is beyond the time period permitted by the NACHA Rules are explicitly prohibited by NACHA Rules.

19. Electronic Debits. Provisions may be made for holding accounts to be maintained for posting of any returned debit Requests received, as stated elsewhere within this Agreement and the Rules. Client will promptly provide immediately available funds to reimburse Bank if any such Requests are rejected after Bank has permitted Client to withdraw immediately available funds, should funds not be available in the Client's Account or the Reserve Account to cover the amount of the rejected or returned Requests.

20. Payment for Credit Requests and Returned Debit Requests. Notwithstanding anything to the contrary, Client agrees to pay Bank for all credit Requests submitted to Bank by Client, and credit Requests otherwise made effective against Client or a Client Account. Client shall make payment no later than the date of transmittal by Bank of such Requests or any other date 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 Request as Bank, in its discretion, may determine. Client shall pay Bank for the amount of each debit Request returned by an RDFI or any dishonored Request. Payment shall be made by Client to Bank in any manner specified by Bank. Notwithstanding the foregoing, Bank is hereby authorized to charge the account(s) held by Bank for Client or any other Client designated account as payment for credit Entries issued by Client or returned or dishonored debit Entries. In the event that such accounts does not have sufficient available funds on the Payment Date, Bank is hereby authorized to charge any account maintained by Client with Bank as payment for credit Requests issued by Client or returned or dishonored debit Requests. Client shall maintain sufficient collected funds in Client's Account(s) to settle for the credit Requests on the Payment Date. In the event that no Client account has collected funds sufficient on the Payment Date to cover the total amount of all Requests to be paid on such Payment Date, Bank may take any of the following actions: (i) refuse to process all Requests, in which event Bank shall inform Client that Bank suspended processing of the Requests, whereupon Bank shall have no liability to Client or any third-party as a result thereof, or (ii) process all credit Requests. In the event Bank elects to process credit Requests initiated by Client, the total amount of the insufficiency advanced by Bank on behalf of Client shall be immediately due and payable by Client to Bank without any further demand from Bank. If Bank elects to pay Client'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.

21. Prefunding. Bank may require Client to establish one or more Accounts that will be used to settle Requests (each a "Settlement Account"). Client must maintain in the Settlement Account, as of the applicable effective date of the Request (the "Entry Effective Date") and Settlement Date for each transaction, collected funds sufficient to cover all credit Requests originated by Client or otherwise submitted by or on behalf of Client to Bank for processing. Bank may place a hold on funds in a Settlement Account in the amount of any credit Request, pending settlement thereof, and in that event, such funds will be otherwise unavailable for use or for transfer to any other account. Client further authorizes Bank, without prior notice or demand, to debit the Settlement Accounts at the opening of business on the applicable Settlement Date in the amount of each credit Request. Client agrees to immediately provide sufficient available funds to reimburse and indemnify Bank if any debit Request is rejected after any funds have been withdrawn, which were made available as a result of a debit Request or if any adjustment relating to any debit Request is received by us. Bank reserves the right to require Client to pre-fund a Settlement account maintained at Bank prior to the Settlement Date of the ACH file. Bank shall determine whether pre-funding is required based on criteria established from time to time by Bank. Bank will communicate directly to Client if pre-funding is required and, if requested by Client, will provide Client with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, Client will provide immediately available and collected funds sufficient to pay all Requests initiated by Client (a) not later than 8:00 a.m. EST three (3) Business Days before each Settlement Date, and (b) prior to initiating any Requests for which pre-funding is required.

22. Inconsistency of Name and Account Number. The Client acknowledges and agrees that, if a Request describes a Receiver, beneficiary, or other party to a transaction inconsistently by name and account number, payment of the Request transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by the Client, even if it identifies a person

different from the named Receiver, beneficiary or party, and that the Client's obligation to pay the amount of the Request to Bank is not excused in such circumstances. Client is liable for and must settle with Bank for any Request initiated by Client that identifies the Receiver, beneficiary or party by account or identifying number or by name and account or identifying number.

23. Data Retention. Client shall retain data on file adequate to permit remaking of Requests for ten (10) 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, Client specifically agrees to be bound by and comply with all applicable provisions of Rules and Applicable Law regarding the retention of documents or any record, including, without limitation, Client's responsibilities to retain all items, source documents, and records of authorization.

24. Audits. At least once per year, Client shall provide Bank with an ACH audit performed by a qualified third party approved by Bank in accordance with NACHA Rules. Bank shall treat such audit reports as Client's Confidential Information under this Agreement. Any exceptions noted on the ACH audit reports will be promptly addressed with the development and implementation of a corrective action plan by Client's management. Client's failure to appropriately address any deficiencies shall be considered a material breach of this Agreement. The Client shall retain data on file adequate to permit remaking of Entries for three hundred and sixty-five (365) days following the date of their transmittal by Bank as provided here and shall provide such data to Bank upon its request.

In addition, Bank may from time to time request information from Client in order to evaluate a continuation of the Origination Services to be provided by Bank under this Schedule B and the Agreement, and/or adjustment of any limits set forth in this Agreement. Client agrees to provide the requested financial information immediately upon request by Bank, in the form required by Bank. Client authorizes Bank to investigate or reinvestigate at any time any information provided by Client in connection with the Agreement, this Schedule B or the Services. Upon request by Bank, Client hereby authorizes Bank to enter Client's business premises for the purpose of ensuring that Client is in compliance with this Schedule B, and Client specifically authorizes Bank to perform an audit of Client's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Client hereby acknowledges and agrees that Bank shall have the right (but not the obligation) to mandate specific internal controls at Client's location(s), and Client shall comply with any such mandate. In addition, Client hereby agrees to allow Bank to review available reports of independent audits performed at the Client location related to information technology, the Origination Services and any associated or related operational processes. If Client refuses to provide the requested financial information, if Bank concludes, in its sole discretion, that the risk of Client is unacceptable, if Client violates this Agreement, the Rules or any other Applicable Law or if Client refuses to give Bank access to Client's premises, Bank may terminate the Origination Services and other Services in the sole discretion of Bank.

25. Reserves and Exposure Settlement Limits. In the event Exposure Settlement Limit may be exceeded on a Business Day, Client and Bank will work diligently to resolve such deficiency and update the Exposure Settlement Limit and/or Reserve Amount prior to the batch time of the Business Day that the Exposure Settlement Limit would have otherwise had met or exceeded.

26. Notice of Improper Requests. Bank may provide Client with a periodic statement reflecting the total of each File transmitted by Bank or credited to a Receiver's account maintained with Bank. Client agrees to promptly and regularly review all Requests and other communication received from Bank and to immediately notify Bank if there are any discrepancies between its records and those provided by Bank. If the Client fails to deliver such notice within seven (7) days, any claim of erroneous Requests is waived.

27. Rules. You agree to comply with and be bound by the and the rules of any other payment network used to provide the Origination Services, as in effect from time to time (the "Rules"). To the extent transfer Requests are facilitated through the Automated Clearing House Network ("ACH") they will be subject to the Operating Rules and Guidelines of the National Automated Clearing House Association ("NACHA Rules"), and the Client agrees to be bound by the NACHA Rules. All undefined capitalized terms used in parts of this Schedule B shall have the meanings given them in the Rules governing the transfer mechanism used by the Bank. The Client agrees that information or advice received by the Client from the Bank as to the Rules or the operation of the Rules is not legal advice and is not a substitute for the Client's obligation independently to understand and comply with the Rules.

Client acknowledges that the Origination Services and any Request executed by the Bank will be subject Rules applicable to Entries, payment orders, and other Requests, including recordkeeping and information transmittal requirement under federal Bank Secrecy Act and its implementing regulations, and other Applicable Laws and Rules. The Client acknowledges and agrees that the Bank may capture and transmit information regarding a Request (for example, beneficiary's name, address other beneficiary identifies and beneficiary's account number) as part of the processing of a payment order. The Client agrees to assist the Bank in connection with any requirements imposed on the Bank fulfilling the Bank's obligations in this regard. For non-consumer credit Requests, UCC 4A, as adopted by New York, applies.

Client acknowledges receipt of a copy or has access to a copy of the NACHA Rules. A copy of the NACHA Rules is available at www.achrulesonline.org. Client agrees to comply with and be bound by the NACHA Rules and all other Rules and Applicable Law governing any Request submitted to the Bank under this Agreement. In the event Client violates any Applicable Law or Rule and a fine is imposed on Bank because of Client's violation, Bank shall pass on the fine and any associated penalties to Client. The Bank reserves the right to suspend Client, Originators and Third Party Service Providers for breach of Applicable Law or Rules, or to terminate this Agreement or this Schedule B of the Agreement. In the event that the Client uses any other Originator or Third Party Service Provider to transmit Requests, the Bank reserves the right to audit the Originator and/or Third Party Service Provider compliance with this Agreement and with the Rules. Bank will provide reporting information to NACHA regarding Client if Client's return rate for unauthorized Entries exceeds the Unauthorized Entry Return Rate Threshold, the Administrative Return Rate Level or Overall Return Rate Level as required by the NACHA Rules. 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, Client hereby warrants to Bank that for each such ACH Entry submitted for processing, Client have obtained all authorizations from the Receiver as required by the NACHA Rules, by Regulation E or other applicable law, and this Agreement. Client also makes the additional warranties to Bank that Bank makes to each RDFI and ACH Operator under the NACHA Rules for the respective SEC codes for Entries originated by Client. CLIENT INDEMNIFIES AND HOLDS BANK HARMLESS FROM ANY LIABILITY ARISING OUT OF THIRD-PARTY'S BREACH OF THESE WARRANTIES.

28. Representations and Warranties. With respect to each and every Request originated or deemed originated by Client, Client represents and

warrants that all requirements of the payment network have been or will be met; including the generation of pre-notification Entries before the first Request is sent, if required by the Rules. Client represents and warrants to Bank the accuracy of all warranties that, under the Rules, Bank is deemed to make with respect to Requests originated by Client, any Client administrator, or any other authorized user of these Origination Services. Without limiting the foregoing, Client represents and warrant that (a) each Request is accurate, timely, and all required payments are included; (b) Client has complied with the terms of the Uniform Commercial Code Article 4A if applicable, and otherwise performed its obligations under the Agreement and this Schedule B in accordance with all Applicable Laws, and (c) each person shown as the Receiver on a Request received by Bank from Client has authorized the initiation of such Request and the debiting or crediting of such person's account in the amount and on the Effective Entry Date shown on such Request, and such authorization is in full force and effect at all relevant times. Client agrees to indemnify Bank against any loss, cost, liability, or expense (including attorneys' fees and expenses and IRS penalties) resulting from or arising out of any breach of any of the foregoing representations, warranties, or agreements, including any fines assessed against Bank for any violation of Applicable Law or Rules caused by Client. Client further agrees to indemnify Bank, each participating bank, NACHA, ACH Operator and any other payment network operator from all claims, demands, losses, costs, liabilities or expenses (including attorneys' fees and expenses) resulting from any failure on Client's part to exercise reasonable care in the creation of or presentation of Entries, or to comply with Applicable Law or Rules.

29. Standard Entry Class Code Warranties and Liabilities Without limiting anything herein, Client makes to Bank each of the warranties set forth in the NACHA Rules, Subsections 2.4.1 (General ODFI Warranties), 2.15.2 (Warranty of and Indemnification by Third Party Senders), 2.15.3 (Performance and Warranty of ODFI Obligations by Third Party Senders) and 2.5.17.4 (Additional ODFI Warranties for WEB Entries), and Section 5.2 (Warranties of Gateway) of the NACHA Rules. Such warranties are made by Client with each submission of Entries to Bank. If Client, as a Third Party Sender, performs any of the obligations of an ODFI under the NACHA Rules, Client will comply with the ODFI requirements of the NACHA Rules, and warrants that it is legally able to do so. Without limiting the foregoing, Client makes all representations and warranties set forth in the NACHA Rules related to each Entry type it submits.

30. No Other Origination Agreement Permitted. Client is prohibited from entering into an ACH origination agreement with any other Originator or Third Party Sender under this Agreement. Notwithstanding the foregoing, If any third-party service provider sends Entries or other Requests to us on your behalf, you acknowledge that the third-party service provider is your agent and you agree that you shall require any third-party service provider to fully comply with all of the terms and conditions set forth in this Schedule B as well as all applicable terms and conditions of the Agreement.

31. Limitation of Liability. The Bank's liability under this Schedule B shall be limited as set forth in the Agreement. Any claim, action or proceeding by the Client to enforce the terms of this Schedule B or to recover for any service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. The Client agrees to cooperate with the Bank in any loss recovery efforts the Bank undertakes to reduce any loss or liability that arises in connection with Origination Services. The Client acknowledges that service fees have been established in contemplation of: (i) these limitations on the Bank's liability, (ii) the Client's agreement to review statements, confirmations, and notices promptly and to notify the Bank immediately of any discrepancies or problems; and (iii) the Client's agreement to assist the Bank in any loss recovery effort. The Bank will not be liable or responsible for the acts or omissions of any other financial institution or any third party or for any inaccuracy or omission in a notice or Request received by the Bank from the Client, another financial institution, or any other third party.

SCHEDULE C: BILL PAYMENT SERVICE

Pursuant to this Schedule C (Bill Payment Services), we may make available the Bill Payment Service to you, with our prior approval. This Schedule C governs your use of the Bill Payment Service. The Primary Administrator shall be the Primary Administrator for the Bill Payment Service. This Primary Administrator is responsible for commencing the Client's use of the Bill Payment Service and for designating other Authorized Users who may use this Bill Payment Service on behalf of the Client.

1. **Bill Payment Account Designation: Payment Details.** When using the Bill Payment Service, the Client must designate the Account ("Bill Payment Account") from which the bill payments ("Bill Payments") are to be made. For each Bill Payment, the Client will also be required to provide the complete name of the payee, the account number and the payee's remittance address (as exactly as shown on the billing statement or invoice), the amount of the payment and the date the Client wants the payment to be processed by the Bank ("Pay Date"). If the Pay Date is not a business day, then the Bill Payment will be processed by the Bank the next business day. To have a Pay Date that is the same date the Client accesses the System and initiates the Bill Payment instruction, the Bill Payment instruction must be received by the Bank on a business day, prior to the Bill Payment Service cut-off hour.
2. **Setting-Up Payees.** The Client must establish the Client's list of payees. A payee is anyone, including the Bank, that the Client designates to receive a Bill Payment, provided that the Bank accepts the payee for the Bill Payment Service. If the Bank accepts the payee, then the payee will be placed on the Client's authorized list of payees. Each time the Client wants to initiate a Bill Payment, the payee must be on the Client's authorized list of payees. The Bank reserves the right to reject any payee at any time, at its discretion. The Bank is not responsible if a Bill Payment is not made to a payee because the Client provided the Bank with incomplete, incorrect or outdated information regarding the payee or the Client attempted to make a payment to a payee that is not on the Client's authorized list of payees. Also, the Bank reserves the right to refuse to approve a payee for the Client's authorized list of payees and to otherwise prohibit payment to a payee via the Bill Payment Service.
3. **Available Funds.** For current one-time Bill Payment instructions, the Client will need to have sufficient available funds in the Client's designated Bill Payment Account to cover the amount of the Bill Payment on the same business day the Client logged and submitted the Bill Payment instruction prior to the Bill Payment cutoff hour for the business day and the Client has selected a Pay Date that is the same business day as the day the Client logged onto the Service. If the Client submits the Client's current one-time Bill Payment instruction after the Bill Payment cutoff hour, then the Pay Date will not be the same day that the Client logged onto the Service, even if the Client designated such day to be the Pay Date, and the one-time current Bill Payment instruction will be processed the next business day. The Client's Bill Payment Account will also be debited the next business day. For future one-time or recurring Bill Payment instructions, the Client will need to have sufficient funds in the designated Bill Payment Account on the business day before the Pay Date, since the Bank will debit the Client's designated Bill Payment Account on the business day before the Pay Date. In the event a Bill Payment is affected using a draft check drawn against Client's Bill Payment Account, the debit to Client's Bill Payment Account may be delayed until the payee receives and deposits the draft, and the check is processed against Client's Bill Payment Account. If the Client does not have sufficient funds in the Bill Payment Account, then the Bank may prevent (or reverse) Bill Payments in any order and in any amount that the Bank chooses, even if the result is to reduce the Client's transactions to a level below the amounts needed to pay the Client's bills.
4. **Non-Recommended Payees.** The Bank does not recommend that the Client use the Bill Payment Service to pay the Client's federal, state or local taxes, courts or other governmental entities. The Bank will not be liable for penalties, interest or other damages of any kind if the Client tries to use the Bill Payment Service to remit or pay money for taxes, or to courts or governmental agencies.
5. **Scheduling Bill Payment.** Client must designate a Pay Date so that it is scheduled sufficiently in advance of the due date of the Client's bill ("Due Date") to allow the payee to receive it on the Due Date set by the Client's payee and without taking into account any grace period that may be offered by the Client's payee. The Client is responsible for ensuring that the Client initiates a Bill Payment instruction in time for the payment to reach the payee before its Due Date (without taking into account any grace period). The Client must designate a Pay Date sufficiently in advance to allow at least five (5) business days, prior to the Due Date, for each Bill Payment instruction to reach the applicable payee. The Bank is not responsible for any damages the Client may suffer if the Client does not allow at least five (5) business days between the Pay Date and the Due Date of the Client's bill or obligation, without counting any grace period offered by the payee.
6. **Payment Methods.** The Bank reserves the right to select the method in which to remit funds on the Client's behalf to the Client's payees. These payment methods may include, but may not be limited to, an electronic payment, an electronic check payment (where the check is drawn off the Bank's third-party service provider's account), or a demand draft payment (where a negotiable instrument is created and drawn off of the Client's Bill Payment Account).
7. **Payment Changes & Cancellation.** The Client may change or cancel a Bill Payment instruction via the Service if the Client logs onto the Service prior to the Pay Date for the Bill Payment instruction and Client follows the Bill Payment instructions provided by the Bill Payment Service for changes and cancellations. We may be unable to honor your request to change or cancel your payment if you do not contact us at least 3 Business Days before your scheduled Pay Date.
8. **Accurate Information on Payees.** The Bill Payment will be processed using the information the Client supplies, and if the information the Client gives to the Bank is inaccurate or incomplete in any way the Bill Payment may be delayed or misdirected. If the Bill Payment Service provides the Client with a series of options regarding payee address or location, the Client is responsible for correcting that information if such information does not agree with the Client's records or with the Client's particular bill. The Bank and the others that handle the Client's Bill Payment (including the payee's bank) are entitled to rely on information the Client supplies, such as the payee's account number or the routing number of the payee's bank, even if the name the Client gives to the Bank and the number the Client gives to the Bank identify different persons.
9. **Automated Clearing House Entries.** Electronic payments that are made through the Automated Clearing House ("ACH") are subject to the rules of the ACH, and the Client agrees to be bound by the Operating Rules of the ACH, including the rule making payment to the payee provisional until receipt by the payee's bank of final settlement of the credit transaction. If final settlement is not received, the Client will not be deemed to have paid the payee the amount of the bill payment.

10. **Bill Payment Limits.** The Bill Payment Service is subject to limits on the amount and frequency of transactions the Client can make using the Bill Payment Service, including daily, weekly, and monthly limits. In addition, the Bill Payment Service may not be used for any transaction that will cause the Client to exceed any transaction limitation that applies to the Bill Payment Account pursuant to the deposit account agreement governing the Bill Payment Account. Bank may modify these limits and add others at any time at Bank's option. Client agrees to provide Bank with any and all information needed to establish such limitations and shall not accept or attempt to process Bill Payments in excess of the maximum limitations established by Bank. Client may request a modification of the limits that apply to the Client's use of the Bill Payment Service, provided, however, that such requests will require an application to the Bank, and the review and approval of the Bank, which may be declined by the Bank for any reason in its sole discretion. The Bank may refuse to process any request for a Bill Payment in connection with this Service for any reason, subject to Applicable Law.
11. **Check Stop Payment Service.** The Client may stop payment on a check by providing the Bank with timely, complete and accurate information on the number of the Account in question; the date of the item; the item number; the payee information and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, the Bank will not be responsible for failing to stop payment on the item. Requests become effective when the Bank has had a reasonable opportunity to confirm their receipt and has verified that the item has not been paid. If the Client wishes to cancel or amend any Business Online Banking Service transactions (for example, a Funds Transfer Service requests), the Client should use that Business Online Banking Service and the Client will be subject to any limitations or inability to stop applicable to that Business Online Banking Service. If the Client contacts the Bank, the Bank may at its sole discretion attempt to assist the Client but will not be liable for any failure to successfully stop payment on transactions. The Client may not use this check stop payment service to stop payment on any electronic fund transfer (EFT) transaction, point- of-sale EFT transfer; any cashier's check, certified check or other official institution check that has been purchased from the Bank or any check which the Bank has guaranteed. The Client understands that its stop payment request is conditional and subject to the Bank's verification that the check has not already been paid, or any Business Online Banking Service not already performed, or that stopping payment may subject the Bank to risk of loss or damages under any law or regulation (including clearing house or other processor rules). All Stop Payment orders, renewals and revocations of stop orders will be subject to the Bank's current policy on stop payment orders. From time-to-time, the System may be inoperable. If that occurs, Client's request can be communicated to the Bank by telephone. Telephone requests will expire unless confirmed in writing within 14 days. A check stop payment order is effective for six (6) months only and will expire automatically, at which time the Client is responsible for any renewal desired by the Client for another six (6) month term. There will be a fee assessed for each stop payment request processed.
12. **Messages.** Messages sent to the Bill Pay Services are not reviewed by the Bank personnel immediately after they are sent. If immediate attention is required, the Client must contact the Bank by telephone or other channel permitted by the Service Provider and approved by the Bank. Encryption of data transmissions does not guarantee privacy. Data transferred is encrypted in an effort to provide transmission security. Notwithstanding the Bank's efforts to ensure that the Services are secure, the Client acknowledges that the Internet is inherently insecure and that all data transfers (including transfer requests and electronic mail) occur openly on the Internet. This means that the data transfers potentially can be monitored and read by others. The Bank cannot and does not warrant that all data transfers utilizing the Services will not be monitored or read by others. The Client's e-mail messages may be acted upon by the Bank if received in a manner and in a time providing the Bank a reasonable opportunity to act. Nevertheless, unless otherwise provided herein, e-mail messages will not serve as a substitute for any requirement imposed on the Client to provide Bank with "written" notice.
13. **Inconsistencies.** If a beneficiary of any requested Business Online Banking Service, including but not limited to Bill Payments, payment orders or other money transactions, or any other Communication from the Client (collectively, "payment order"), is identified by both name and account number, payment may be made by the Bank and by any other financial institution based on the account number even if the name and the account number are not consistent or identify different parties. If an intermediary bank or a beneficiary's bank is identified on a payment order by both name and account number, the Bank and other financial institutions may rely on the account number even if the name and the account number are not consistent or identify different parties.
14. **Provisional Credit.** The Client agrees that when the Bank gives the Client credit for an incoming payment order, including but not limited to, returned credited transactions or credit reversals, it is provisional until the Bank receives final settlement for the payment order. The Bank may delay availability of provisional funds at its discretion. If the Bank does not receive final settlement, the Client must return the funds previously credited to the Client's account to the Bank, and the person who sent the payment order will not be treated as having paid the Client. The Bank may refuse to permit the use of any amount credited for an incoming payment order, including but not limited to a debit entry or credit reversal if the Bank believes in its sole discretion that there may not be sufficient funds in the Client's account to cover chargeback or return of such transaction.
15. **Cutoff Hours.** Instructions received after an applicable cutoff hour or on a non-business day may be deemed received as of the next business day. Alternatively, some Business Online Banking Services may require the Client to resubmit an instruction when it is received after the cutoff hour or on a non-business day. Please contact us or the Service Provider for the most current information about the cutoff hours applicable to this Bill Payment Service and the applicable Accounts.
16. **Uploaded Content; Linked Sites & Advertisements.** From the Bank's website or application, Mobile Application, Platform, or other medium provided by the Service Provider or Bank, the Client may be able to access uploaded content provided or operated by third parties. Unless the Bank tells the Client otherwise in writing, the Bank does not operate or control any such content or any of the information, products or services on such linked websites or applications. The Client acknowledges and agrees that: (i) the Client accesses such content and linked sites at the Client's own risk; (ii) the Bank makes no representation or warranty, and assumes no responsibility for, content on the Bank's website and any linked site or the actions or omissions of its/their owners, operators or providers (iii) the Bank makes no endorsement of and assumes no responsibility for, content uploaded to the Bank's website or mobile banking application or goods or services offered on or advertising on or by any other website; (iv) by using other websites and services, the Client may be exposed to content that is offensive, indecent or objectionable; and (v) although the Bank may have a contractual or other relationship with the operators of a linked website or the providers of content, the Bank will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. The Client agrees to hold the Bank harmless in connection with all of the foregoing. The Bank reserves the right, but shall have no obligation, to reject, move, or delete content that the Bank, in the Bank's sole discretion, believes violates this Service Description, or contains content, including viruses, that may interfere with the operation of the Bank's website or mobile banking application. The Bank may, but has no obligation to, monitor, and/or retain copies indefinitely of, uploaded content, message boards, chat rooms or other forums or review content, or messages posted at such locations, to confirm their compliance with these guidelines. The Bank shall have the right, but not the obligation, to disclose content to any third party if required or permitted by law or if the Bank believes reasonably necessary to: (a) comply with legal

process; (b) enforce this Service Description; (c) respond to claims that any content violates rights of third parties; or (d) protect the Bank's rights, properly, or personal safety, or those third parties.

Third-Party Content. The Bank may receive, process, and make available to the Client content that the Bank receives from the Client and others. In this regard, the Bank is merely a passive conduit for such content, although the Bank reserves the right to block or remove any content that the Bank believes violates this Service Description. The Bank assumes no responsibility for determining the accuracy, reliability, timeliness, ownership, legality, appropriateness or completeness of any information that the Client or others provides to the Bank, nor for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity on such sites. The Bank will not have a duty to interpret or evaluate any content transmitted to the Bank or through the Bank's website or the Business Online Banking Services, except to the limited extent, if any, set forth in this Service Description. The Bank will not be required (by means of any security procedure or otherwise) to detect errors or illegality in the transmission or content of any content the Bank receives from the Client or third parties. The Bank will not have a duty to notify the Client about any inaccuracy, unreliability, ownership, incompleteness or other problem that may be associated with third party content on the Bank's website, even if the Bank has reason to know of its existence. Use of any content the Client obtains from the Bank's website or mobile banking application is at the Client's own risk.

Use of Personal Information. If the Client opens an account or obtains a product or service from the Bank using the Bank's online or mobile services, the Bank may record your personal information from a scan or a copy of your driver's license or other personal identification card, or may receive an image or make a copy of your driver's license or other personal identification card. The Bank may store or retain this information to the extent permitted by law.

SCHEDULE D: REMOTE DEPOSIT CAPTURE SERVICES

If approved by Bank in connection with a Program, Bank will provide Remote Deposit Capture Services (“**RDC Services**”) in accordance with the terms set forth in this Schedule D (Remote Deposit Capture Services), and Client shall comply with the terms set forth herein and as set forth in this Agreement. The RDC Services are a part of the Business Online Banking Services. By using the RDC Services, you agree to and are subject to the terms of the Agreement.

- (a) **General Description of RDC Services.** Subject to the terms, provisions and conditions of this Agreement and this Schedule D (Remote Deposit Capture Services), Bank shall provide RDC Services to Client. Pursuant to the RDC Services Client may make deposits to an Account from a remote location using either a compatible mobile device (camera), computer hardware (scanner), software or web-based application (individually and collectively, the “**Device**”), in each case as approved by the Bank. Bank is not responsible for providing the Device unless otherwise agreed by the Parties, and Client shall ensure that any computer hardware (scanner), software or web-based application or other Intellectual Property used in connection with the RDC Services do not infringe on the Intellectual Property of any Person. Client may use the RDC Services to prepare an accurate electronic picture or replica of the front and back of an Eligible Item (the “**Image**”) and deliver the Image and associated deposit information to Bank. “Eligible Items” are Checks or other paper items (not a Prohibited Item under this Schedule D (Remote Deposit Capture Services) or item rejected by Bank), payable on demand and drawn on (or payable through) an office of a United States bank, to be converted to Images and deposited into a Client Account using the RDC Services. The Image must accurately capture the front and back of the Check to be deposited. After capture of the Images and all other required data and information from each Check, Client will transmit one or more files containing the Images and all other required information pertaining to all Checks (the “**File**”) to Bank. Subject to the terms and conditions herein, Bank will process the File(s) in accordance with this Schedule D (Remote Deposit Capture Services).
- (b) **Limitations for the RDC Services**
- (i) The RDC Services are subject to limits, including daily, weekly and monthly limits on the dollar amounts of Images that Client may transmit or submit and limits on the value of each Eligible Item, which applies to each separate Image. Bank may modify these limits and add others at any time at Bank’s option. Client agrees to provide Bank with any and all information needed to establish such limitations and shall not accept or attempt to process Checks in excess of the maximum limitations established by Bank.
 - (ii) Bank may prohibit use of the RDC Services if the current balance of the Account is negative, there are restrictions on the Account that prevent the depositing or withdrawing of funds, or there are more than (2) two returned deposited items in the last two (2) statement cycles. Client shall further ensure it does not request Bank to process any Check transaction in the event of the foregoing.
 - (iii) Once an Image has been accepted for deposit, Bank is not able to delete or remove the item from the collection process.
- (c) **Image Requirements**
- (i) Client shall only submit to Bank for processing Files based on the following Eligible Items as source documents, and shall ensure Client uses only Eligible Items as source documents to that comply with the following: (a) all instruments must be drawn on or payable through a federally insured depository financial institution; (b) no instrument may be a starter Check; (c) each instrument must be machine-readable full-field magnetic ink character recognition (“**MICR**”) encoded with the bank routing number, account number and check serial number printed on the Check; and (d) each instrument must be for an amount less than or equal to the approved Check limit assigned by Bank. When Bank receives an Image of a Check transmitted from Client that that has been converted to a digital version of the original Check (a Substitute Check) for subsequent presentment and collection, it shall thereafter be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.
 - (ii) Each File transmitted by Client to Bank shall contain Images of the front and the back of Checks that are of minimum required size, not too dark, too light, or too bright, and must be legible and scanned and remotely deposited by Client. The Check MICR information must be machine-readable and MICR “on us” field value must contain valid data. Each Image of each Check shall be of such quality so that the following information (which must be included on the Image) can be clearly read and understood from sight review of the Image: (i) the amount of the check; (ii) the payee of the Check; (iii) the signature of the drawer of the Check; (iv) the date of the Check; (v) the Check number; (vi) information identifying the drawer and paying bank that is preprinted on the Check; and (vii) all other information placed on the Check prior to the Image being captured (including, but not limited to, any identification (current phone number and driver’s license number) written on the front of the check or any endorsements on the back of the Check). An Image cannot be missing or incomplete and the Check must be filled out in its entirety for the Check to be processed, and each Check and Image shall contain all proper endorsements. Each Image shall meet all standards of image quality, all requirements necessary to create a Check and must meet all technical requirements of an “electronic item” established by Applicable Law, including Regulation J. Any Check or Image not meeting these minimal requirements or that fails to comply or violates Applicable Law will be ground for immediate suspension or termination of the RDC Services and Client shall indemnify Bank for all losses suffered as a result of or in connection with such failure or violation.
 - (iii) Client shall ensure that each Image or File submitted to Bank is the legal equivalent of the Eligible Item for all purposes, including that Bank qualifies as a holder-in-due-course for the Image under the Uniform Commercial Code.
 - (iv) Notwithstanding anything to the contrary, Bank reserves the right, in its reasonable discretion, to reject or deny, for any reason and without liability, the processing of any Check or Image scanned or deposited using the RDC Services even where Bank has provided Client with a confirmation notice. If an Image does not comply with the requirements set forth in this Section (c) (Image Requirements) and Bank’s processing requirements, Bank may, in its reasonable discretion and without liability, process the Image as received for payment, correct the Image or its accompanying data and process the corrected Image for payment, process the deposit for payment in another format as allowed or chargeback (debit) the Account, or

the Client's Reserve Account established under the Agreement for the amount of the Image. In addition, Bank reserves the right to chargeback (or debit) the Account or Reserve Account for the amount of any item, an Image or any paper item or other electronic representation of an item that is rejected by Bank for any reason, including where Bank, in its reasonable determination, the Eligible Item, Image or any paper item has been previously submitted or deposited with Bank or with anyone else or is returned to Bank. This is true even if there has been made any withdrawals against it. Bank shall not be liable for any losses, costs or fees Client may incur as a result of a chargeback of an ineligible item.

(v) Bank may supplement the requirements of this Section (c) (Image Requirements) at any time by providing written notice to Client.

(d) **Restricted Images; Prohibited Items**

(i) Client shall not submit Files for a Prohibited Item. "**Prohibited Item**" means checks and other items that are not considered eligible, including the following: (1) items payable to any person other than the Client or person that owns the deposit account into which the Check is being deposited; (2) items containing any alteration or erasures, or which Client knows or suspects, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the deposit account on which the item is drawn; (3) items not payable in U.S. currency; (4) items not drawn on a financial institution located in the U.S.; (5) items authorized over the telephone and created remotely; (6) items payable jointly; (7) items that never existed in paper form; (8) items previously converted to a Substitute Check and pre-existing Substitute Checks; (9) items that are dated, post-dated, or more than six (6) months old when transmitted; (10) items that are not legible (as determined by Bank) or do not conform to Section (c) (Image Requirements) herein or any standard established by the Board of Governors of the Federal Reserve Board or any other regulatory agency, clearinghouse or association; (11) items payable on sight or payable through drafts; (12) items with any endorsement on the back other than that approved by Bank; (13) items that are drawn or otherwise issued by the U.S. Treasury Department; (14) non-cash items; (15) promissory notes and similar obligations, such as savings bonds; (16) items that have previously been submitted through the RDC Services or through remote deposit capture service offered at any other financial institution; (17) third party checks; (18) checks that have been previously returned as unpaid or uncollected; (19) checks drawn on a bank trust account; (20) checks that the written and numerical amounts or customer name on the Image does not match; (21) checks not signed by the payee; (22) items that are missing processing information (examples: missing or illegible routing numbers or account numbers); (23) any other class of checks or drafts as communicated to Client from time to time; or (24) checks not acceptable under the terms of the Agreement, this **Schedule D** (Remote Deposit Capture) or Applicable Law.

(ii) In addition to the restrictions set out above and in any event, the following transactions are unacceptable for remote check deposit processing using the RDC Services, which shall also be considered Prohibited Items, and Client agrees not to submit any of the following transactions to Bank for electronic processing: (a) temporary checks or checks that do not have the customer's current name, address and phone number pre-printed on its face; (b) any checks drawn on any depository institution that is not federally insured or part of the ACH network; (c) any checks drawn on the personal checking account of Client or any of their respective agents or employees; (d) any third party items for electronic remote check deposit processing or checks made payable to "cash" or "bearer"; (e) traveler's check, money order, payroll check, counter check or sight draft; (f) any check dishonored as a result of a "stop payment" order issued by the presenter to Bank; (g) any transaction representing the financing of an existing obligation whether previously owed to Client arising from the dishonor of a check or dispute with Client; (h) in an attempt to collect a debt or financed obligation; (i) was one of multiple instruments or payment methods presented that day; (j) a check written for goods or services that are not concurrently provided to the customer, including any check given for a service contract, gift certificate, a layaway (except for the final payment) or for a similar transaction, or for goods or services provided to a third party; (k) that contains erasures, or which is altered, unless the alteration is initialed by the customer at time of presentation; (l) is likely to be dishonored or appears forged, stolen or otherwise fraudulent; and/or (m) knowingly submit a check on an account which Bank previously denied authorization. Client or their respective agents or employees shall not submit or process any item with prior knowledge that the item is likely to be dishonored or that the identification used was forged, stolen, or otherwise did not belong to the check writer, or that the transaction for which the item was tendered is illegal, void or invalid. Client's submission of any of the above transactions for remote deposit check processing may subject the RDC Services to immediate suspension or termination, and all funds of Client, including those in the relevant Account, may be placed on hold.

(iii) In addition to Client's other indemnification obligations under this Agreement, if Client submits or processes a Prohibited Item, Client agrees to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank may incur as a result of or in connection with the Prohibited Item.

(e) **Handling of Original Item and Creating the Image**: Client agrees that it shall only submit Images of the original Eligible Item that is still in the possession of Customer. Client shall follow any and all other procedures and instructions set forth in this **Schedule D** (Remote Deposit Capture Services), the Agreement and this Agreement.

(i) **Restrictive Endorsements**. Prior to transmitting an image of an item using the RDC Services, Client shall ensure its endorsement is affixed to the back of the Eligible Item and restrictively endorses any Eligible Item transmitted to Bank as "FOR REMOTE DEPOSIT ONLY – GRASSHOPPER BANK – [CLIENT NAME]" or as otherwise instructed by Bank. Bank is not responsible or liable for any losses, claims, damages or expenses that result from placement of any other special instructions on any Checks submitted or transmitted for deposit related to the RDC Services, and Client shall be responsible for such losses, claims, damages or expenses. Client understands that any message text or other information added to the check image transmitted to Bank may cause the depository bank's endorsement not to be legible which may result in the delayed return of the Check or electronic representation if it is not paid, and, as between Bank and Client, Client shall be responsible for any liability or Losses resulting from such delay. After the Check has been submitted for deposit through the RDC Service, you agree to indicate that the Item has been deposited via the RDC Service by writing "For Remote Deposit Only – Grasshopper Bank – [Client Name]," the word "Processed," the phrase "remote deposit XX/XX/XXXX [date] to Account [XXXX]" or similar on the back of the Item.

(ii) **Creating the Image**. Prior to submitting a File, Client shall accurately create an Image and input the correct dollar amount of the check into the Device and shall ensure the MICR data, check number, and name of the maker of the Check are commercially printed on any Check and included in the File. Client also understands that the appearance of the original Check and the use of certain background colors, decorative images, and choices

in ink on the original check may affect the ability to produce a readable digital image of the check or the creation of a Substitute Check that meets legal equivalence requirements which may require the original check to be processed for collection, and any such liability or Losses related to the foregoing shall be the responsibility of Client. Client is responsible for the inspection of all Images to ensure the legibility of the Images including without limitation the dollar amount, the signature of the maker of the Eligible Item, and for ensuring that any and all information on the Eligible Item is accurately captured and legible in the resulting Image.

(f) **Processing, Transmission of Files and Returns**

(i) **Processing.**

- a. Bank may attempt to process, collect, present for payment, return or re-present Images in any way in Bank's discretion, including, as Images under private agreement or clearinghouse rules, as automated ACH entries under NACHA Rules, through a Federal Reserve payment service under Regulation J and Federal Reserve Operating Circulars, as Substitute Checks or as permitted under Applicable Law. Upon Bank's request, Client shall provide Bank with the Eligible Item from which the Image was created and then collect the original Eligible Item. Without limiting anything herein, Bank may, in its reasonable discretion, reject, repair, alter, amend, re-format or convert the Image or MICR data submitted in a deposit through the RDC Services in accordance with general check collection practices and industry presentment standards, but Bank has no obligation to do so, and Bank shall not be liable to Client for doing so or failing to do so. If Bank requires that Client comply with certain formatting standards or other guidelines when submitting a File or Image RDC Services and Client declines to implement, or comply with such standards or guidelines, Client acknowledges that it shall be liable for any error or loss that results from its processing of such deposits or any delays caused from Bank's re-formatting or conversion of the deposit prior to processing the deposit. Bank shall have no liability to Client, or any other person in the event that any deposited Check is processed as, or converted by Bank to, an Image or Substitute Check.
- b. Bank is authorized to process transactions hereunder and to disseminate information in accordance with the information Bank receives electronically from Client. Bank shall have no responsibility for erroneous data provided by Client or third party designee. Client shall bear all losses and liability related to the erroneous data provided in connection with a Check, Image, File data or information that is transmitted to Bank in connection with the RDC Services.
- c. All settlements related to RDC Services are provisional and are subject to the rights to dispute the debits and/or credits to the applicable Account, if any, or subject to Bank's right to revoke the same without prior notice in the event one or more of the transactions are rejected or returned to Bank for any reason. Client acknowledges that if for any reason funds are credited to Client in excess of the amount that the Client is entitled to receive in connection with the Eligible Image, Client shall provide to Bank the excess funds upon demand by Bank. Such excess funds may be collected by Bank by a debit to the applicable Client Account or Reserve Account initiated by Bank.
- d. In the event a File or information contained therein cannot, be processed hereunder, Client shall notify Bank in writing (and/or by phone, fax or email). Once notification is received by Bank, Client shall not submit the File for processing without Bank's written approval.
- e. Bank reserves the right to permit the Client only scan each Check, Image or File submitted to Bank for processing through a Bank approved Device. Client understands that it is a violation of Applicable Law and this Agreement to process debit requests against a person's account without the person's express, written consent and authorization. Client shall be exclusively responsible and liable for any such counterfeit, fictitious, lost, stolen or fraudulently obtained debit instrument. It is also understood by Client that any transaction initiated as an unauthorized entry or deposit is unlawful. In the event of a violation of Applicable Law or the processing of a counterfeit, fictitious, lost, stolen or fraudulently obtained debit instrument or item, Client shall be liable to Bank for any Losses or liability related to or arising out of or in connection with such transaction and shall reimburse Bank for such transaction immediately.

(ii) **Batch Out and Receipt and Transmission of a File**

- a. Bank may require the Client to "batch out" all deposits by Client using or in connection with the RDC Services on a daily basis. "**Batch Out**" shall mean the totaling, settling, or reconciling by Client of all check images processed by midnight (12:00 a.m.) of the day Bank authorizes the transmission of the information contained in the batch submitted to Bank. If so required, Client agrees to upload Files based on Images from the Device daily and acknowledges that Bank cannot process the Files where the Images have not been made available to Bank. In addition, for any Image(s) contained in an untimely Batch Out, Bank may refuse, chargeback or hold the batch until after a sixty (60) day period for consumer or customer disputes. Client acknowledges that failure to Batch Out on a timely basis may be grounds for suspension or termination of the RDC Services by Bank in Bank's reasonable discretion. Further, Client acknowledges that failure to Batch Out will delay funds being deposited and repeated failure to Batch Out will constitute a breach of this Agreement.
- b. Client shall be solely liable for any File, Image or other information contained therein that is not received by Bank, that is dropped during transmission of any File, Image or other information contained therein, or that is intercepted or altered by an unauthorized third party. Client agrees that Bank shall have no obligation to accept a File or Image if it violates the terms of this Agreement. Bank shall have no liability to Client or any Person for the rejection of a File, an Image or other information contained therein or for the failure to notify Client or Person of such rejection.
- c. Upon receipt of a File or Image submitted by Client, Bank may examine such File and Image and other information contained therein to ensure that it complies with the terms of this **Schedule D** (Remote Deposit Capture Services), the Agreement, this Agreement and Applicable Law. If Bank determines that the File and/or Image does not comply with the terms herein, the Agreement, this Agreement or Applicable Law or if errors exist in the Images or other information contained in the File, Bank may, in its reasonable discretion, either reject the File or elect to correct the error and accept and process the corrected File. As a form of correction, Bank may or may cause Client to correct the error. If after examination

of a File and the Images and other information contained therein, Bank determines that the File, Image or other information contained therein complies with and was processed and transmitted in accordance with this Schedule D (Remote Deposit Capture Services), the Agreement, this Agreement and Applicable Law, the File is balanced and the Images meet the requirements of this Agreement, then Bank shall accept the File for deposit. Upon acceptance of the File, Bank may notify Client of receipt and acceptance of the File for deposit; provided, however such confirmation and acceptance does not mean the transmission or deposit is error free or complete. Notwithstanding the fact that Bank has accepted a File for deposit, Client shall remain liable to Bank for any inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Bank in relation to any credit made to a Client Account.

- d. At the time Client initiates authorization or processing with Bank of any File, including any Check or Image through the use of the RDC Services, Client represents and warrants that: (i) Client has endorsed all checks and other cash items for collection; (ii) the preparation and presentment of the transaction complies with the terms and conditions set forth in this Schedule D (Remote Deposit Capture Services) and this Agreement; (iii) the Image of the Check transmitted to Bank is a sufficient copy that is a true, correct, and an accurate Image that represents all the information on the front and back of the original Check at the time the original Check was truncated so that a Substitute Check created from the Image will satisfy legal equivalence requirements and the Image has not been altered in any manner by any Person; (iv) Client or any third party acting on behalf of Client has reviewed and confirmed that the transmission of MICR line information is identical in all respects to the original Check and that the encoded Check amount is accurate, (v) the original Check, or a paper or electronic representation, has not previously been deposited for collection with any financial institution, and no depository bank, drawee, drawer, or endorser will be asked to pay a Check that it already has paid, (vi) Client will retain the original Check, or in the event that Client utilizes the lockbox services of a third party or other similar services that such third party designee will retain the original check, until final settlement of the transaction and for such additional period as may be required in the event of a disputed truncated or Substitute Check, including claims that the Check or electronic representation does not satisfy legal equivalence requirements, so that the original check can be processed for collection, and that Client or its third party designee will take reasonable efforts to safeguard any original Checks until they are destroyed, (vii) Client has no knowledge or notice of information to indicate that the transaction is fraudulent; (viii) that each Check is for an amount agreed to by the Client; (ix) Client nor any of its respective employees or third party designees have submitted Checks drawn from their personal checking accounts; and (x) no transaction submitted for authorization to Bank is with or through a Person other than Client.
- e. Bank shall be conclusively entitled to deem the remote deposit capture transaction authorized and binding upon Client: (i) if the electronic transmission of the Check, Image or File is made by, or Bank reasonably believes the transmission of the Check, Image or File was made by, Client, an Authorized User or any of their apparent agents or authorized representatives; (ii) if Client utilizes the services of a third party to facilitate the processing of the Check, Image or File, and Bank reasonably believes that such transaction and transmission by such third party are sent on behalf of Client; (iii) if the Client, or any off its affiliates, principals, employees, representatives or agents benefit from the transaction or transmission of such Check, Image of File, whether directly or indirectly; or (iv) the Check, Image or File is transmitted through the application program interface (API) made available by Bank; such API submission to be deemed a commercially reasonable security procedure by the parties, as contemplated by the Uniform Commercial Code. See Schedule I (Security Procedures) for additional information.

(iii) Returned Items

- a. Client authorizes Bank to represent all items that are returned to Bank and to originate an electronic entry for the amount of any allowable recovery fee. Bank shall present the entry no more than two (2) times. Bank shall be entitled to assess a transaction fee from Client for each representation. If a check is returned unpaid after presentment, Bank shall be entitled to debit any account Client holds with Bank or exercise any other rights it has under this Agreement or under Applicable law.
- b. Bank shall have no liability or obligation regarding any transaction processed at the request of Client for any dishonored or returned check transaction, including, if any Check is: (i) not honored by a customer's or drawee's financial institution; (ii) fraudulent, whether Client or its employees or agents are involved, either as a principal or as an accessory, in the issuance; (iii) lost, stolen, altered or counterfeit; (iv) given as a substitute for a previously accepted Check, whether or not the previous Check was authorized by the maker or, any Check upon which Client or its Servicer has accepted full or partial payment; (v) one of multiple Checks presented in a single transaction; (vi) for goods, if the goods are subsequently returned by customer or repossessed; (vii) previously denied authorization; (viii) related to a transaction for which cash is returned back to a customer; (ix) not in compliance with this Agreement, the Agreement or Applicable Law and not processed in accordance with this Schedule D (Remote Deposit Capture Services); or (x) illegible or not permitted for deposit, including Checks with incorrect MICR data scans or reads.
- c. If an Eligible Item deposited using the RDC Services is dishonored or otherwise returned to Bank as unpaid, for non-sufficient funds, or for any other reason, including by a clearing agent for any reason (including but not limited to, issues relating to the quality of the Image) and the original Check was destroyed, the original Check will not be returned, and Bank may charge back an Image of the Check and all fees associated with the returned item to the Client's Account. Client authorizes Bank to process the Image of any replacement of an original Check in the form of an electronic or paper reproduction of the original Check. Unless otherwise instructed by Bank, Client agrees not to deposit or submit the original Check if an Image or other debit is charged back to the Client Account.
- d. If this Agreement is terminated for any reason, Bank will retain the right to complete the representation process for all returned Check items prior to said termination. Any collection fees received by Bank in collecting returned Checks shall be the sole property of Bank.

(g) Maintenance, Retention and Destruction of Original Check

- (i) After the Check is deposited using the RDC Services, Client shall securely store all original Checks for a minimum of ninety (90) days after the Check has been posted to the Account (such period is the "Retention Period"). During the Retention Period, Client shall take appropriate security measures to ensure that: (a) such deposited Checks are stored in a location away from daily processing activity; (b) only authorized individuals or

personnel have access to original Checks, (c) the information contained on such Checks shall not be disclosed, (d) such Checks will not be duplicated or scanned more than one time or physically deposited at the Bank after being electronically deposited and (e) such Checks will not be deposited or negotiated in any form.

- (ii) Client shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Client will use commercially reasonable methods to destroy original Checks after expiration of the Retention Period. Cross-cut shredding is strongly recommended for Check destruction. Client is responsible and liable for any claims, losses or damages incurred by Bank resulting from or in connection with the destruction of original Checks.
- (iii) Client will promptly (but in all events within forty-eight (48) hours) provide any retained original Check or other information to Bank as requested by Bank to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check or in connection with any deposit using the RDC Services. If the original Check has been destroyed and Bank needs the original Check to process a payment, re-present a Check in order to collect a returned Image or Substitute Check, or resolve a dispute arising from a deposit through the RDC Services, Client shall be responsible for providing Bank with a replacement check. However, if the original Check was not retained and not able to be replaced or lost by Client, Bank will not be able to process or re-present the transaction.

(h) **Hardware and Software**

- (i) Client shall scan each Check through a Bank approved Device to initiate the RDC Services under this Schedule D (Remote Deposit Capture Services), this Agreement and Applicable Law; provided, however, Bank shall not be liable for any Losses related to the Device (it being understood that Client is completely liable for all Losses and obligations associated with a Device). Client shall provide its Authorized Users a Device in order to access or otherwise use the RDC Services in compliance with the terms of this Agreement and the Agreement. Client shall ensure it has all Intellectual Property rights to a Device and has otherwise obtained all licenses necessary for Client and each Authorized User and Bank (to the extent applicable) to use a Device in connection with the RDC Services, and Client represents and warrants that the Device and any related software used by Client or an Authorized User to access the RDC Services shall not infringe upon the Intellectual Property rights of any Person. Client shall defend, indemnify and hold Bank harmless for any losses arising out of or in connection with any claim that the Device or any related Intellectual Property (including any technology to capture or create an image of a Check) infringes or misappropriates the Intellectual Property of any third Party. Upon approval of such Device by Bank, Client shall assign an identification number for each Device. As between Bank and Client, Client is responsible for all telecommunication fees and charges, including but not limited to telephone fees, associated with and related to the use of the software or Device. Client shall maintain all equipment related to electronic check processing in good working order and shall monitor such equipment for viruses, defects, malfunctions, Device, system or software failures or interruptions at Client's sole expense. Client shall advise Bank immediately in the event of a breakdown of a Device, software, or of any other system failure. Client acknowledges that Bank is not responsible for any equipment or software problems. Moreover, Bank's approval of such equipment does not constitute nor express an implied warranty, representation or endorsement of such equipment. Client agrees to utilize only equipment approved by Bank for the processing of Checks and in a format and medium of transmission acceptable to Bank.
- (ii) Client acknowledges that a Device may not capture all security features (e.g., watermarks) contained in or on the Eligible Item, and that Client shall to manually examine the paper item to determine the authenticity prior to creating an Image. Client assumes all responsibility for any losses resulting or in connection with any claims based on the security features that do not survive the processing of the Image.
- (iii) If Bank determines to provide any software or user materials (the "Bank Software") for use with the RDC Services, Bank may from time to time, make modifications or updates to the Bank Software and Client agrees to (and agrees to cause Servicer to) adopt such updates or modifications as they become available. Any Bank Software shall be subject to a separate software licensing agreement. The Bank Software may only be used to submit transactions to Bank as contemplated herein. Any license of and permission to use the Bank Software is non-exclusive and nontransferable, and it extends only to Client's use for the purpose of processing transactions hereunder in accordance with this Schedule D (Remote Deposit Capture Services) and this Agreement. The Bank Software may not be used to process transactions with or through any other party without the express written consent of Bank and may not be exported in contravention of U.S. or foreign export laws.

(i) **Funds Availability**

- (i) Client agrees that items transmitted using the RDC Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Bank, in its reasonable discretion, may make funds available sooner or may extend the hold period based on such factors as credit worthiness, the length and extent of Client's relationship with Bank, transaction and experience information, risk associated with the item and such other factors as Bank, in its reasonable discretion, deem relevant. Bank may also delay availability if there is an emergency, such as failure of computer or communications equipment.
- (ii) Funds may not be available for use before Bank receives funds for any Check deposited through the RDC Services. Until Client receives confirmation that the funds are made available, Client may not be permitted to withdraw funds. If Bank pays items or honors other withdrawals before funds are available, Bank may charge a fee for this. If Client successfully transmits an Image to Bank before the applicable cut-off time on a Business Day, Bank will consider that day to be the day of the deposit. After that time, Bank will consider the deposit to be made on the next Business Day. Even after the item has "cleared," Bank has made funds available to Client, and Client has withdrawn the funds, Client is still responsible for items deposited that are returned to Bank unpaid and for any other problems involving the deposit.
- (j) **Reserves; Security Interest; Held Funds**: You acknowledge that we may from time to time establish minimum amounts to be funded by you as reserve amounts. We will provide notice to you of any reserve requirement, and you shall immediately fund the reserve amount with good funds. We may withhold and use any amounts due to you to maintain any reserve amounts at levels specified by us. To secure all of your obligations to us arising from this Schedule D, you grant to us a security interest in all of your Accounts with us, all funds in those Accounts, any Reserve Accounts or funds therein,

all Items, whether now or hereafter established by or for your benefit, and all proceeds of the foregoing. Our security interest will survive after termination of this Schedule D. This security interest is supplemental to and not in lieu of the security interest granted by you to us under any other agreement. In addition to any other rights we may have with regards the accounts of yours, we may hold and use funds in any account following termination of this Schedule D for such time as we reasonably determine that any Item processed by us prior to termination may be returned, charged back or otherwise a cause for any loss, liability, cost, exposure or other action for which we may be responsible. Without limitation, you recognize that under the UCC, Regulation CC, the Electronic Check Clearing House OrganizationTM ("ECCHO") Rules (as applicable), and the rules of any image exchange network, our representations and warranties with regards to Image Exchange Items and Substitute Checks may expose us to claims for several years following processing of the Image Exchange Item or Substitute Check.

SCHEDULE E

GRASSHOPPER BANK COMMERCIAL DEBIT CARD TERMS AND CONDITIONS

These Grasshopper Bank Commercial Debit Card Terms and Conditions (these “**Terms**”) represent an agreement between Grasshopper Bank, N.A. (“**we**”, “**us**” and “**our**”) and the Account Owner, including any Primary Administrator or Authorized User, (“**you**” and “**your**”). These Terms constitute an addendum to and part of the Master Service Agreement (“**MSA**”), and together with the other provisions of the MSA, govern your use of the Card(s) and related services we provide under these Terms. To the extent there are conflicts between these Terms and the MSA, these Terms will control. All services we provide under these Terms shall constitute a “**Service**” under the MSA. **By accepting, activating, using or maintaining a Card, you represent that you have read and understand these Terms and agree to be bound by these Terms, the MSA and our Privacy Policy. You are responsible for notifying the Primary Administrator and Authorized Users of their authority and obligations under these Terms and for ensuring that the Primary Administrator and each Authorized User complies with these Terms. The Primary Administrator and each Authorized User must accept these Terms in order to receive and use the Card or access the Card Account.**

1. **DEFINITIONS**

“**Access Information**” means collectively a PIN, online user name, password, challenge questions, and any other security information used to access the Card Account.

“**Account Owner**” means the entity that has qualified for and established a Card Account.

“**Authorized User**” has the meaning set forth in the MSA.

“**Primary Administrator**” has the meaning set forth in the MSA.

“**Card**” means each Visa-branded Grasshopper Bank commercial debit card issued by us to you, a Primary Administrator, or an Authorized User under these Terms, through which you can obtain access to the funds in the Card Account. A Card may be a virtual card represented by a 16-digit account number and a physical card embossed with the same 16-digit number.

“**Card Account**” means your eligible Grasshopper Bank business deposit account you established and maintain pursuant to the Deposit Account Terms & Conditions and the MSA, which we permit you to access with the Card.

“**Principal Owner**” means (1) each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity and (2) one individual with significant responsibility for managing the legal entity listed above, such as an executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions.

2. **ACTIVATING THE CARD SERVICE**

Your Primary Administrator must request, and we must approve, your ability to use Cards to access funds in your Card Account. Upon our approval, your Primary Administrator may request one or more Cards for use by the Primary Administrator and one or more Authorized Users. Each Card that we issue to you, a Primary Administrator, or Authorized User must be activated before you can use the Card for a transaction, as set forth in Section 3.

3. **CARD TERMS**

3.1. **Primary Administrator.** You agree that the Primary Administrator you designate under the MSA or under these Terms is authorized to administer the Card Account and associated Cards and/or act on your behalf in connection with these Terms, including without limitation designating Authorized Users, and authorizing transactions under this Agreement. By designating any individual as a “Primary Administrator,” you acknowledge and agree that the actions or omissions of any Primary Administrator will be taken on your behalf and you will be fully responsible and liable for such actions or omissions as if they were your own. Primary Administrator’s obligations in these Terms will be deemed to be your obligations.

3.2. **Qualifying for a Card.** To obtain and maintain a Card, you must: (i) Have a Card Account in good standing; (ii) Designate a Primary Administrator to act on your behalf in connection with these Terms and the MSA; (iii) Provide us with the information requested to verify your identity to our satisfaction; and (iv) satisfy all other eligibility requirements we may have. Cards are not transferable to any other person.

3.3. **Representation and Warranties.** By requesting, activating, or using a Card or by retaining, using, or authorizing the use of the Card, you make all of the representations and warranties set forth in the MSA. In addition, you represent and warrant to us that:

- (i) The personal and business information that Account Owner provides to us in connection with the Card and any Primary Administrator or Authorized User is true, correct, and complete;
- (ii) The individual accepting and agreeing to these Terms for Account Owner has the requisite corporate authority to accept and agree to the Terms on the Account Owner’s behalf;
- (iii) Account Owner authorized the Primary Administrator to authorize each Authorized User to accept and use the Card;

(iv) Account Owner has provided Primary Administrator and each Authorized User with a copy of these Terms and Primary Administrator and each Authorized User accepts and agrees to be bound by and to comply with them; and

(v) The Card will be used only for business purposes and not for personal, family or household purposes.

- 3.4. Authorized User Eligibility and Consents. The Primary Administrator may designate one or more Authorized User(s) to use a Card on behalf of the Account Owner, subject to our approval. Prior to distributing a Card to an Authorized User, Account Owner will be responsible for ensuring that each Authorized User (a) is a United States citizen or permanent resident of at least 18 years of age (or older if residing in a state where the majority age is older); (b) agrees to our Privacy Policy; (c) agrees to these Terms; and (d) provides or agrees that a Primary Administrator may provide all requested information, such as the Authorized User's name, email address, and such other information as we may request from time to time (collectively, "User Information"). Authorized User represents and warrants that all information, including User Information, provided to us or to Account Owner (to provide to us) from time to time is truthful, accurate, current, and complete. Authorized User agrees to promptly notify us in writing of changes to any User Information. We may limit the number of Authorized Users or reject requests to make an individual an Authorized User in our sole discretion. We may also revoke any Authorized User's permission to use a Card at any time, with or without notice, except as required by applicable law.
- 3.5. Revocation of Authorized User Privileges. A Primary Administrator must notify us at 1-888-895-9685 or via e-mail at support@grasshopper.bank to revoke permission for an Authorized User to use the Card or an Authorized User leaves your employ. Any revocation of such permission will be effective only after we have a reasonable period of time to process Primary Administrator's request. If the Primary Administrator's privileges are revoked, or the Primary Administrator resigns as Primary Administrator, we have the right to suspend or terminate Card access.
- 3.6. Revocation of Primary Administrator Privileges. Account Owner must notify us at 1-888-895-9685, or via e-mail at support@grasshopper.bank, to revoke permissions for any Primary Administrator or the Primary Administrator leaves your employ. Any revocation of such permission will be effective only after we have a reasonable period of time to process Account Owner's request.
- 3.7. Card. The Card is a commercial transaction debit card issued by us and is neither a credit card nor a gift card. The Card cannot be redeemed for cash. The Card is not for resale and may not be transferred or assigned. The Card remains our property and must be returned to us upon our request. To the extent permitted by applicable law, we may cancel, repossess, or revoke the Card at any time without prior notice. You acknowledge that the Card, either in virtual or physical form, can access only the funds in the Card Account.
- 3.8. Activating Your Card. Primary Administrator must activate each Card before it can be used. We may also require you to set a PIN for each Card before it can be used. You may activate a physical plastic Card by following the instructions provided when we mail you the Card. You may activate a virtual Card by following the instructions provided when you request and access the virtual card electronically.
- 3.9. Fees. We do not currently charge fees for your use of the Card but reserve the right to do so in the future. Third parties (such as ATM operators, foreign exchange operators) may charge additional fees and you are responsible for the payment of those fees.
- 3.10. Card and PIN Security. Primary Administrator and Authorized Users must memorize PINs and not share them with anyone. Do not write the PIN on a Card or keep it in the same location as the Card. Primary Administrator and Authorized Users should treat the Card with the same care as cash. Always protect the Card and keep it in a safe place. Do not send a Card number or PIN in an email or text message. Make sure Card and Access Information is secured with encryption when used to perform transactions over the Internet or wireless networks.
- 3.11. Lost or Stolen Card or Compromised PIN.
- 3.11.1. Reporting Lost or Stolen Card. The Card Account is a commercial account and is not subject to consumer protections under the law for lost or stolen Cards or unauthorized transactions. Treat the Card like cash. **Until a Primary Administrator or Authorized User reports a Card as lost or stolen or reports an unauthorized transaction on a Card Account, Account Owner is fully responsible for all transactions, even if the Card is lost, stolen, or used for unauthorized transactions.** Call Customer Service IMMEDIATELY if you, a Primary Administrator, or Authorized User believe: (a) a Card has been lost or stolen; (b) someone has gained unauthorized access to any Access Information; or (c) someone has transferred or may transfer funds from the Card Account without a Primary Administrator's or Authorized User's permission. Calling us to report a lost/stolen Card or unauthorized transactions is best way to minimize possible losses. If you have both a virtual and a physical Card and you report one of your Cards lost or stolen, both Cards will be canceled and new Cards will be issued. Unless we have authorized a transaction after a Card is blocked, Account Owner and Authorized User are responsible for all unauthorized transactions initiated and fees incurred from the unauthorized use of a Card. Failure to promptly notify us could result in the Account Owner losing ALL of the money in the Card Account.
- 3.11.2. Visa Zero Liability Policy for Unauthorized Transactions. Notwithstanding Section 3.11.1, you may incur no liability for unauthorized use of your Card, up to the amount of the unauthorized transactions, provided you notify us within a reasonable time of the loss or theft of your Card, Card number, PIN or its unauthorized use, subject to the following terms and conditions: (i) this policy does not apply to any unauthorized electronic fund transfer on an account which does not involve the use of a

Card or Card number. A transaction is considered “unauthorized” if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered “unauthorized” if (a) you furnish your Card, Card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority, or (b) for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use; (iii) Reasonable time will be determined in our sole discretion based on the circumstances; (iv) Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized card transaction covered by this policy. We are not liable for any claims, losses or damages that arise out of your negligence or misuse of the Card. We are not liable for any claims of special, indirect or consequential damages.

3.12. Using Your Card.

- 3.12.1. Purchases. An Authorized User may use the Card to make purchases at any merchant that accepts Visa debit cards or debit cards of other networks in which we participate, subject to the available Card Account balance, the transaction limits and transaction restrictions outlined below, and the other terms and condition of these Terms. Some merchants will pre-authorize a transaction or place a hold on the funds in your Card Account for an amount greater than the price of goods or services purchased to ensure there are sufficient funds available to cover tips and incidental expenses incurred. Any pre-authorization will place a “hold” on the available funds in your Card Account until the merchant tells us the final amount of your purchase. Once we receive the final amount, the pre-authorized hold will be removed. It may take up to seven (7) Business Days for the hold to be removed. During the hold period, you will not have access to the pre-authorized amount in your Account. If an Authorized User uses the Card number without presenting the Card (e.g., for a mail order, telephone, or Internet purchase), the legal effect will be the same as if the Authorized User used the Card itself. Each time an Authorized User uses the Card, you and the Authorized User authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. An Authorized User is not allowed to exceed the amount of the available funds in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the amount of available funds in your Card Account, you will be fully liable to us for the full amount of the transaction and any applicable fees. We may refuse to process a transaction, temporarily “freeze” a Card or Card Account, or attempt to contact a Primary Administrator, if we notice transactions that are unusual or appear suspicious, or if use of the Card or Card Account is not consistent with its intended use.
- 3.12.2. ATM Withdrawals. Your Card may be used for transactions at Automated Teller Machines (“ATMs”) to make cash withdrawals or balance inquiries requiring a PIN, subject to the limitations set forth in these Terms. We will not charge you a fee to use any MoneyPass® ATM (“**In-Network ATM**”). You can find an In-Network ATM at moneypass.com/atm-locator.html. You may be charged a fee to use any other ATM (“**Out-of-Network ATM**”) as set forth in the Fee Schedule. The operator of an ATM may charge a fee to use the ATM, in addition to any fee we may charge for your use of an ATM, even if you do not complete a transaction. The fee will be immediately incurred and will be debited from your Card Account, upon your use of the ATM. Most ATMs require that cash withdrawals be made in multiples of a dollar amount (e.g., \$10 or \$20). In addition, the maximum amount that may be withdrawn at a machine in one transaction or over a period of time (e.g., daily) is limited, either by us or by the ATM operator.
- 3.12.3. Cut-Off Time. We may establish a cut-off time for submitting transactions each day. Transaction requests that we receive before the cut-off time will generally be initiated on the same day, unless you have scheduled the transaction for a future date. Transaction requests that we receive after the cut-off time or on a day other than a business day will generally be initiated on the next business day.
- 3.12.4. Right to Stop Payment. To stop a preauthorized or recurring payment from the Card, you must request to cancel the transaction by calling us or, if available, using the Platform or Mobile Application. We must receive your request to cancel the transaction at least 3 business days before the scheduled payment date in order to cancel the payment. If you request to cancel a payment, the request will cancel a single payment. If you want to permanently stop all recurring payments made to a specific payee from the Card, please specify this in your request.
- 3.12.5. Accuracy; Sufficient Funds. You are responsible for the accuracy of all information you provide in connection with each transaction you initiate. We and our service providers are entitled to rely on the information you provide to us in connection with your use of the Card, including the requested transaction amount and identifying information of the payee. We are not liable for any losses you incur as a result of your failure to provide accurate information (e.g., loss of funds that you requested to send to an incorrect payee). We and our service providers will have no liability in the event we cannot complete a transaction due to insufficient funds in the Card Account or the payment to the payee being blocked for any reason. In the event that a transaction is returned to us, you authorize us to credit your Card Account for the amount we receive. We reserve the right, in our sole discretion, subject only to applicable law, to: (a) change the amount of your transaction limits; (b) limit, block, or place a hold on certain types of transfers or transactions; (c) limit, suspend, or block transfers to particular persons, entities, or recipients; and/or (d) suspend your access to the Card or Card Account.

- 3.12.6. Limits of Payees. When you request to use the Card to make a payment to a new payee, we may notify the payee of your request to initiate payment. Your ability to use the Card to pay a certain payee may vary between payees, and payment may be delayed. We and each payee reserve the right to accept or deny your request to make a payment using the Card. You may be required to provide us with additional information (e.g., your Card Account number) to pay a payee using the Card.
- 3.12.7. Rewards Program. We may offer you an opportunity to participate in a rewards program (“Rewards Program”), through which you may earn rewards for using the Card or Card Account to make certain transactions. Participation in the Rewards Program is subject to additional terms and conditions.
- 3.13. Merchant Holds on Available Funds. When an Authorized User uses the Card or Card number to initiate a transaction at certain merchant locations, websites, or mobile applications (e.g., hotels, restaurants, gas stations, rental car companies) where the final purchase amount is unknown at the time of authorization, a hold may be placed on available funds in the Card Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to you for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take up to seven (7) days for the hold to be removed. During that period, you will not have access to the funds subject to the hold. Please be advised that an Authorized User could experience difficulties using the physical Card at unattended vending machines, kiosks, or gas station pumps. If the physical Card is declined at a “pay at the pump” gas station even though you have sufficient funds available, the Authorized User should pay for the purchase inside with the cashier. An Authorized User may not use the virtual Card for making purchases at any vending machines, kiosks, or gas station pumps.
- 3.14. Transaction Limits. Your use of the Card is subject to limits on the amount, frequency, and type of transaction you can make using your Card. To obtain the current applicable limits, please contact us or refer to your Online Banking platform through which you access the Service.

We may permit the Primary Administrator to set additional limits on the use of the Card or Card Accounts from time to time. If we do, the limit will be the lower of (1) the limit set forth in these Terms; or (2) the limit set forth by the Primary Administrator. In order to protect your Card and Card Account, we impose additional limits on the dollar amount, number, and type of transactions performed using your Card or Card Account, and the type of merchants where your Card or Card Account can be used. For security purposes, we may not tell you about all of these limits, and these limits may change, except to the extent prohibited by applicable law. To the extent permitted by applicable law, we reserve the right to: (a) change the transaction limits; (b) limit, block, or place a hold on certain types of transfers or transactions; and (c) limit, suspend, or block transfers from particular persons, entities, or Card Accounts. An ATM operator may impose additional limits on your use of an ATM.

- 3.15. Transaction Restrictions. You may not use your Card for online gambling, illegal transactions, or transactions outside the United States. We or a Primary Administrator may restrict transactions based on Merchant Category Code or Merchant ID. We may refuse to process any transaction we believe violates these Terms or our agreements with the networks in which we participate.
- 3.16. Responsibility for Authorized Transactions. Except as otherwise provided by these Terms or Applicable Law, Account Owner is responsible for all transactions initiated and fees incurred by use of a Card or Card Account. If a Primary Administrator or an Authorized User permits another person to have access to a Card or Card Account, or any Access Information in connection therewith, we will treat this as if you have authorized such person to use the Card, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. You will further be responsible for any transactions made and any fees incurred by an Authorized User, even if an Authorized User exceeds the scope of the authority you grant such Authorized User.
- 3.17. Split Transactions. It is important to know the amount of available funds in the Card Account before performing a transaction with a Card. If there are insufficient funds in the Card Account to cover the transaction amount, the transaction will be declined. Although an Authorized User can request a merchant to charge a portion of the purchase to the Card and pay the remaining amount with cash or another card (a “Split Transaction”), some merchants do not allow split transactions. You acknowledge and agree that the funds available to perform transactions are limited to the available funds that have been added to the Card Account that are not subject to a hold. An Authorized User is not authorized to use any funds added to the Card Account in error. Any transaction that could create a negative balance for the Card Account is not permitted, but may occur in limited circumstances.
- 3.18. Transaction History. A Primary Administrator may obtain information about the available funds in the Card Account and a 60-day history of Card Account transactions online.
- 3.19. Account Alerts. A Primary Administrator must provide us with contact information that we may use to send you important notices about the Card. If a Primary Administrator or Authorized User provides their mobile phone number or other text message addresses to us, the Primary Administrator or Authorized User expressly consents to receiving text messages relating to the Card or Card Account at that number or address. Third-party data and message fees may apply. You understand and agree that the information provided to you by email or text alert is provided “as is” without warranty of any kind, either expressed or implied, and that we assume no responsibility for the timeliness, deletion, misdelivery, errors in the content of any email or text alerts or failure to store any user communications or personalization settings. The account alert service can be terminated if we determine that your mobile device or email address does not support delivery of alerts, or if you have de-listed your mobile device or email

address. In addition, we reserve the right at any time and from time-to-time to modify or discontinue, temporarily or permanently, the account alerts (or any part thereof) with or without notice.

- 3.20. Transactions in Foreign Currencies. If you make a purchase using the Card in a currency other than in U.S. dollars, the amount deducted from the available funds in the Card Account will be converted by Visa into U.S. dollars. The applicable exchange rate will be selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate. The exchange rate used on the central processing date may be different than the rate that was in effect on the date you performed the transaction. You may be charged a fee or exchange rate spread by Visa or third party that facilitates the exchange.
- 3.21. Receipts. You should get a receipt for each Card transaction. You agree to retain and reconcile transactions and receipts.
- 3.22. Refunds and Disputes. You will not receive cash refunds for Card transactions. If a merchant gives you a credit for a merchandise return or adjustment, the merchant may do so by processing a credit adjustment, which we will credit to the available funds in the Card Account. We are not responsible for the delivery, quality, safety, legality, or any other aspects of goods or services purchased with the Card. All such disputes must be addressed and handled directly with the merchant from whom the goods or services were purchased.
- 3.23. Privacy Policy. Your privacy is very important to us. We may disclose to third parties information about you, your Card, or Card Account, and transactions related thereto: (a) as necessary to affect, administer, or enforce a transaction requested or authorized by you; (b) with your consent; (c) to protect against or prevent actual or potential fraud, unauthorized transactions, or other liability; (d) to comply with government agency or court orders; (e) as permitted and required by applicable law; or (f) as otherwise provided in our Privacy Policy. You understand that by participating in the Program, your consent to the collection, use, and disclosure of your information as set forth in these Terms and our Privacy Policy.
- 3.24. Replacement Cards. The expiration date of your virtual or physical Card is identified on the front of the Card. If there is a positive balance of funds in your Card Account upon expiration of your Card and your Card Account is in good standing, we may issue you a new Card. We may also issue you a new Card when the Card expires, even if you have no funds in your Card Account. If you need to replace your Card for any reason, please contact a Primary Administrator, who in turn should contact Customer Service. You will need to provide certain User Information so we can verify your identity.

4. ADDITIONAL TERMS

- 4.1. Our Liability for Card Transactions. If we do not complete Card transaction on time or in the correct amount according to these Terms, we may be liable to the Account Owner for losses or damages, with some exceptions. We will not be liable if: (a) through no fault of ours, the Account Owner does not have enough available funds in the Card Account to perform the Card transaction; (b) circumstances beyond our reasonable control (e.g., fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, natural disaster, or pandemic) prevent or delay the Card transaction despite reasonable precautions taken by us; (c) the system, or point-of-sale terminal was not working properly and a Primary Administrator or Authorized User knew about the problem when Authorized User initiated the Card transaction; (d) the funds in the Card Account are subject to legal process or are otherwise not available for Card transactions; (e) the merchant refuses to accept the Card; (f) if access to a Card Account has been blocked after a Primary Administrator or Authorized User reported a Card lost or stolen; or (g) if we have reason to believe the Card transaction is unauthorized.
- 4.2. Errors or Questions About Your Card Account Transactions. Call 1-888-895-9685, or email us at support@grasshopper.bank as soon as you can if you think an error has occurred involving your Card or Card Account. When you send notification of an error involving your Card or Card Account, you will need to tell us: (a) Account Owner's name, your name, and Card number; (b) why you believe there is an error; (c) the dollar amount involved; and (d) approximately when the error took place. We will review the information submitted in a commercially reasonable manner. The Card is a commercial-purpose card and we are not obligated to follow the requirements or obligations of, the Electronic Funds Transfer Act or Regulation E.
- 4.3. Assignment. To the extent permitted by applicable law, we may assign these Terms without obtaining your consent. Neither Account Owner, nor Primary Administrator, nor any Authorized User may assign or transfer a Card, Card Account, or these Terms without our prior written consent.
- 4.4. Severability and Waiver. If any provision of these Terms is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of these Terms will not be affected. We do not waive our rights by delaying or failing to exercise them at any time.
- 4.5. Amendment. We may add to, delete, or amend this Agreement at any time in our sole discretion without providing notice to you, subject to applicable law. We reserve the right, subject to applicable law, to deliver to Account Owner any notice of changes to existing terms or the addition of new terms by posting an updated version of these Terms on the Website or delivering notice of changes to Account Owner electronically. By continuing to use the Card or Card Account, you consent to be bound by the updated Terms.
- 4.6. Entire Terms. These Terms and the MSA, constitute the entire and sole agreement between you and us with respect to the Card and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Card.

- 4.7. Cancellation and Suspension. To the extent permitted by applicable law, we may cancel or suspend your Card, Card Account, or these Terms immediately, for any reason, and without notice to you. Account Owner may cancel a Card, Card Account, or these Terms at any time by notifying Customer Service at the number or address provided below. Cancellation or suspension of these Terms will not affect any of our rights or your obligations arising under these Terms prior to such cancellation or suspension. In the event that your Card or Card Account is cancelled, closed, or terminated for any reason, Account Owner may request the unused balance to be returned to Account Owner via a check to the mailing address we have in our records.
- 4.8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, consistent with the Federal Arbitration Act, without giving effect to any choice of law principles.
- 4.9. Indemnification. At our request, Account Owner agrees to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of these Terms, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by Account Owner, in which event Account Owner will cooperate in asserting any available defenses.
- 4.10. No Warranty of Availability or Uninterrupted Use. From time to time, services related to the Card or Card Account may be inoperative. When this happens, you may be unable to access the Website and Authorized Users may be unable to use the Card or obtain information about the Card. Please notify us if you have any problems using the Card or the Website. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor will we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, pandemic, labor disputes, or armed conflicts.
- 4.11. Limitation of Liability. We will have no liability to you if we are unable to complete a transaction for any reason beyond our control. Except as otherwise expressly provided in these Terms, or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer the Card, Card Account, and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the Card, Card Account, any products or services purchased using the Card, or these Terms (as well as any related or prior agreement that you may have had with us).
- 4.12. Notification of Changes. If your U.S. mail or postal address, or email address or telephone number changes, you must notify us immediately. Failure to do so may result in information regarding the Card or Card Account being delivered to the wrong person or your transactions being declined. In such event, we will not be responsible for any resulting misuse of funds available in the Card Account. You must notify us immediately in the event of the insolvency, receivership, conservatorship, bankruptcy, reorganization, or change in Principal Owner. Your Card or Card Account may be terminated by us in the event a change of control, reorganization, restructuring, conversion, consolidation, division, or merger of a Principal Owner.
- 4.13. Dispute Resolution by Binding Arbitration. For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this [Section 4.13](#)) and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Card, Card Account, other features of the Service, or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration and the terms of this [Section 4.13](#). The arbitration will take place in the federal judicial district located in the borough of Manhattan, New York, New York, or in the alternative, may be conducted telephonically at your request. As used in this Section, “we” and “us” mean Grasshopper Bank and its subsidiaries, affiliates, predecessors, successors, assigns, and all of its and their respective employees, officers, directors, agents, and representatives. In addition, “we” and “us” includes any third party providing any product, service, or benefit in connection with the Card, Card Account, other Services, or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association (“AAA”) with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”). Notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of Account Owner’s principal place of business residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of Account Owner’s principal place of business for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

You agree to the following in connection with any arbitration: (a) no class or similar group arbitration will be permitted; (b) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (c) subject to [Section 4.11](#) (Limitation of Liability), the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law;

and (d) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

You understand and agrees that, by agreeing to these Terms:

- **YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;**
- **YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE BETWEEN US; and**
- **YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY DISPUTE BETWEEN US.**

This Section will survive termination of the Card, Card Account, or these Terms as well as any voluntary payment of any debt in full by Account Owner or bankruptcy by Account Owner, or any bankruptcy by us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein.

SCHEDULE F

VIRTUAL CARD TERMS AND CONDITIONS

These Virtual Card Terms and Conditions (“Schedule F”) forms a legal agreement between the primary cardholder and each and every authorized user of the eligible Card (“you” and “your”), and Grasshopper Bank, N.A. and its affiliates, service providers and agents (collectively, “we,” “us,” “our” or “Bank”). This Schedule F governs your access to and use of your Card through Apple Pay, Google Pay, Samsung Pay, and other digital wallets that we support from time to time (each a “Digital Wallet”) on compatible mobile devices, as determined by the Digital Wallet Provider (“Supported Devices”). For purposes of this Schedule F, “Card” means any eligible credit, debit or prepaid card issued by the Bank. Eligibility of a Card is determined by Bank in its sole discretion.

You understand and agree that your use of a Digital Wallet is subject to the terms and conditions set forth by the third party Digital Wallet provider or another third party supporting the Digital Wallet or Digital Wallet provider (collectively, the “Digital Wallet Provider”) with respect to the use of that Digital Wallet.

This Schedule F does not modify the agreement governing your use of the Card (the “Cardholder Agreement” or “Schedule E”) and you will continue to be subject to the Cardholder Agreement. In the event of a conflict between this Schedule F and the Cardholder Agreement with respect to a Digital Wallet or use of the Card via a Digital Wallet, this Schedule F controls.

By adding a Card to a Digital Wallet or using or attempting to use a Card in a Digital Wallet, you agree to this Schedule F, and you agree your use of your Card in connection with a Digital Wallet will comply with this Schedule F. We reserve the right, in our sole discretion, to change, modify, add or remove portions of this Schedule F at any time. It is your responsibility to check this Schedule F periodically for changes. Your continued use of the Card in a Digital Wallet following the posting of changes will mean that you accept and agree to the changes.

PLEASE CAREFULLY REVIEW THE ARBITRATION, CLASS ACTION WAIVER AND JURY WAIVER PROVISIONS SET FORTH BELOW. BY ENTERING INTO THIS SCHEDULE F, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS SCHEDULE F AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

If you do not agree to this Schedule F, you may not add your Card to, or use your Card in connection with, a Digital Wallet.

I. Eligibility

You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), and a U.S. resident. You represent that you are at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), and a U.S. resident. You must have the power, authority and capacity to accept this Schedule F before you can add or use your Card in a Digital Wallet. You further agree to, and to abide by, this Schedule F. In the event you violate any of the terms or conditions in this Schedule F, we may terminate your access to and use of a Digital Wallet.

In order to use your Card with a Digital Wallet, you must have a Digital Wallet available to you and downloaded to your Supported Device for the purpose of purchasing goods and services or for other transactions where that Digital Wallet is accepted. A Digital Wallet may not be accepted at all places where your Card is accepted, and your Card in a Digital Wallet may not be eligible to be used for all the features and functionalities of that Digital Wallet.

Digital Wallets can only be used with Supported Devices determined by the Digital Wallet Provider for that Digital Wallet.

II. Enrollment

Before you are able to use your Card in a Digital Wallet, you must first add your Card to a Digital Wallet that you have installed on your Supported Device. To add your Card to a Digital Wallet, you must first register your Card with that Digital Wallet by linking your Card to that Digital Wallet, following the directions of the Digital Wallet Provider. By doing this, you agree to allow us to share your Card information with the Digital Wallet Provider. You will be required to complete this process for each Digital Wallet and for each Card you wish to add to a Digital Wallet. We may require you to take additional steps to authenticate yourself before your Card is added to a Digital Wallet. If your Card is not in good standing, if we cannot authenticate the Card, or if we otherwise suspect that there may be fraud associated with the Card, your Card may not be used with a Digital Wallet.

You agree that the digital version of your Card in a Digital Wallet may, in our sole discretion, be automatically updated or upgraded without notice to you. The digital version of your Card may have a unique numerical identifier that is different from your physical plastic Card number.

If your physical plastic Card is lost or stolen and your Supported Device is not lost or stolen, you may be required to add the new physical plastic Card to a Digital Wallet. If your Supported Device is lost or stolen, you will need to add your Card to a Digital Wallet on a new Supported Device. We

do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Supported Device, the Digital Wallet, or any telecommunications network used in connection with your Supported Device or Digital Wallet. A device that has been modified in any way contrary to the manufacturer's or Digital Wallet Provider's hardware or software requirements and guidelines is not a Supported Device. You are responsible for the Supported Device, including its selection, and for all issues relating to the operation, performance and costs associated with such Supported Device and your wireless operator. Your wireless operator and other third parties may charge you a fee for your use of data, messaging, and calls in connection with your use of the Digital Wallet and you are solely responsible for these fees. You authorize your wireless operator and/or Bank to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date and device make and model, where provided, in accordance with your mobile operator's or our privacy policy, to allow verification of your identity and for fraud prevention purposes.

III. Using Your Card with a Digital Wallet

Once you add a Card to a Digital Wallet on a Supported Device, you may use the Supported Device to make payments utilizing the Card at any merchant that accepts the Digital Wallet and Card. You may also make contactless payments at merchants who accept the Digital Wallet and the Card and have contactless-enabled point-of-sale terminals or readers that accept contactless payment. By selecting an added Card and placing your Supported Device near a merchant's contactless-enabled point-of-sale terminal or reader, or by using a Card for an in-app or a website purchase, you are authorizing the payment for the total amount of your purchase of the applicable merchant's products or services, plus applicable taxes and fees, with that Card in the Digital Wallet. Your authorization of a transaction using a Card in a Digital Wallet will have the same force and effect of a transaction you make using your physical plastic Card.

The Digital Wallet may display transaction history on your Supported Device. The transaction history does not reflect any post-authorization activities (e.g., settlement, foreign currency exchange, chargebacks, etc.). The details for your transaction history in connection with that Digital Wallet may not match the actual transaction details, including the amount that ultimately clears, settles and posts to your Card account.

All transactions initiated by you using the Card or Digital Wallet must comply with all federal, state and local laws, rules and regulations applicable to you, including any applicable tax laws and regulations, and you must not use your Card through a Digital Wallet for any unlawful or fraudulent undertaking or in any manner that violates this Schedule F, your Cardholder Agreement, applicable law, or which may interfere with the operation of a Digital Wallet, Digital Wallet Provider, or Card.

To remove a Card from a Digital Wallet, you should contact the Digital Wallet Provider to determine how to do so. If you contact us, we may attempt to block all transactions on your Card initiated on your Digital Wallet, however we have no control over a Digital Wallet and cannot guarantee that a Digital Wallet Provider will remove your Card from your Digital Wallet. We also reserve the right to block a Card from being used in a Digital Wallet to make purchases, suspend your ability to use a Card to make purchases using the Digital Wallet, or cancel entirely your ability to use a Card in the Digital Wallet. We may take these actions at any time for any reason, such as if we suspect fraud with your Card, if applicable laws change, or if directed to do so by the Digital Wallet Provider, applicable law, or card network.

IV. Additional Terms of Specific Digital Wallets

Google Pay: This Schedule F does not apply to transactions in Google products that are not initiated or effectuated through the Digital Wallet. Your use of Google Pay is also subject to the terms and conditions set forth in the [Google Pay Terms of Service](#). We do not control or endorse the provisioning or use of Google Pay.

Apple Pay: Your use of Apple Pay is also subject to the terms and conditions set forth in the Apple Pay Terms of Service. We do not control or endorse the provisioning or use of Apple Pay.

Samsung Pay: Your use of Samsung Pay is also subject to the terms and conditions set forth in the [Samsung Pay Terms and Conditions](#). We do not control or endorse the provisioning or use of Samsung Pay Money Transfer services.

You acknowledge that we are not a party to the terms and conditions for a Digital Wallet between you and a Digital Wallet Provider or the other third parties supporting that Digital Wallet and we do not own and are not responsible for a Digital Wallet. We do not provide any warranty for a Digital Wallet. Any inquiries or complaints relating to the use of a Digital Wallet must be directed to the Digital Wallet Provider or the other third parties supporting that Digital Wallet.

V. Fees

We do not charge you any fees to add a Card to a Digital Wallet or to use the Card through a Digital Wallet. However, Digital Wallet providers and/or other third parties, such as your wireless carrier or data service providers, may charge you fees in connection with your use of a Digital Wallet. You agree to be solely responsible for all such fees and agree to comply with any limitations and restrictions relating to a Digital Wallet and/or your Supported Device. We reserve the right to institute or change a fee to add a Card to a Digital Wallet and/or to use a Card in connection with a Digital Wallet after sending you prior notice.

VI. Privacy

You authorize us to collect, transmit, store and use technical, location and login or other information about you and your use of the Cards through a Digital Wallet. You understand and agree that a Digital Wallet Provider and each payment network branded on your Card (including their agents, representatives, affiliates and service providers) will have access to certain details of your transactions made with merchants via use of your Cards through the Digital Wallet. We will use, share and protect your personal information in accordance with our Privacy Policy. You acknowledge that the use and disclosure of any personal information provided by you directly to a Digital Wallet provider, the applicable payment network branded on your Card or other third parties supporting that Digital Wallet, and their respective agents, affiliates, and service providers, will be governed by such party's privacy policy and not our privacy policy, and, to the greatest extent permitted by law, we are not liable for their use of your personal information.

We take reasonable steps to help ensure that information we send to others from your use of a Card in the Digital Wallet is sent in a secure manner. However, the Digital Wallet Provider is responsible for the security of information provided to it or stored in the Digital Wallet. We are not responsible if there is a security breach affecting any information stored in the Digital Wallet, sent from the Digital Wallet, or stored or sent by the Digital Wallet Provider, unless required by applicable law.

We periodically collect and use technical data and related information (for example, we may collect technical information about your Supported Device to facilitate the updates to our services).

Push notifications can be displayed on a locked or inactive device screen. Since it is possible to view this information even when your Supported Device is locked, you must maintain physical control over your Supported Device and/or turn off push notifications.

VII. Security

You must take reasonable steps to prevent the unauthorized use of your Card, Supported Device and/or Digital Wallet, including any user ID and password. If another person's biometric identifier is loaded onto a Supported Device, you must take immediate steps to ensure that the biometric identifier is removed from the Supported Device, otherwise any transaction using such Supported Device by a person who you have granted access will be deemed to have been authorized by you, and you will be liable for any such transaction, unless otherwise required by applicable law. Similarly, if you provide your user ID, PIN or password necessary to access your Supported Device, you must take immediate steps to change such user ID, PIN or password to ensure no third party has access to or knows such user ID, PIN or password. Otherwise, any transaction using such Supported Device by a person to whom you provide your user ID, PIN or password will be deemed to have been authorized by you, and you will be liable for any such transaction, unless otherwise required by applicable law. If your PIN, biometric authentication or other passcode is compromised or your Card has been used through a Digital Wallet without your permission, or you have a Supported Device and it has been lost or stolen, you must notify us immediately. If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorized use of your Card in connection with that Digital Wallet. You should notify us by calling the number on the back of your Card or in the app you use to manage your Card.

VIII. Questions Regarding the Digital Wallet and/or Supported Devices

Questions concerning the use of a Digital Wallet or the operation of a Supported Device equipped with the Digital Wallet should be directed to the Digital Wallet Provider. We are not responsible for (a) providing Digital Wallet services to you; (b) any failure of the Digital Wallet or any Supported Device; (c) your inability to use, or the unavailability of, the Digital Wallet to make a payment in connection with any transaction; (d) the performance or nonperformance of the Digital Wallet Provider or any third party providing services on behalf of such Digital Wallet provider; or (e) any loss, injury or inconvenience that you sustain as a result of matters addressed subparts (a) through (d) of this Section. For the avoidance of doubt, we are not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of a Digital Wallet Provider's or any third party's products or services.

IX. Third-Party Agreements and Merchant Relationships

Each Digital Wallet provider, your wireless carrier and other third-party websites or services that support the Digital Wallet have their own terms and conditions and privacy policies ("Third-Party Agreements"), and you are subject to those Third-Party Agreements when you give them your personal information, use their services or visit their respective sites. Merchants may present to you certain discounts, rebates or other benefits when you use a Digital Wallet (the "Promotions"). Promotions are subject to separate terms and conditions and are subject to change at any time and without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant relating to Promotions. Subject to applicable law and your Cardholder Agreement, all matters, including delivery of goods and services, returns and warranties, are solely between you and the applicable merchants. We do not endorse or warrant the merchants that are accessible through a Digital Wallet or the Promotions that they provide.

X. Suspension, Cancellation and Termination

We may terminate this Schedule F at any time without notice or suspend or terminate your access to and use of any Card at any time, with or without cause, in our absolute discretion. We reserve the right for any reason to discontinue our participation in any Digital Wallet service.

Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of any Card in a Digital Wallet or your use of any Card through a Digital Wallet at any time without notice and for any reason, including if you violate this Schedule F, your Cardholder Schedule F or applicable law, if we suspect fraudulent activity or as a result of the cancellation or suspension of your Card account. You agree that we will not be liable to you or any third party for any block, suspension, cancellation or termination of your use of any Card. We may also modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with a Digital Wallet, change a Card's eligibility for use with a Digital Wallet, change the enrollment process and/or change the Card authentication process.

XI. DISCLAIMER OF WARRANTIES

EACH DIGITAL WALLET IS PROVIDED BY THE APPLICABLE DIGITAL WALLET PROVIDER AND OTHER THIRD PARTIES THAT SUPPORT SUCH DIGITAL WALLET PROVIDER. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY CARD IN a Digital Wallet IS AT YOUR SOLE RISK. YOU UNDERSTAND THAT WE NEITHER CONTROL NOR ENDORSE, AND ARE NEITHER RESPONSIBLE NOR LIABLE FOR: (A) ANY DIGITAL WALLET OR SERVICES PROVIDED BY ANY DIGITAL WALLET PROVIDER; (B) ANY ACT OR OMISSION OF A DIGITAL WALLET PROVIDER OR ANY PARTY SUPPORTING A DIGITAL WALLET OR ANY MERCHANT; (C) SUPPORTED DEVICES, INCLUDING THEIR OPERATION; OR (D) ANY ACT OR OMISSION OF ANY OTHER THIRD PARTY.

FURTHER, WE ARE NOT RESPONSIBLE FOR THE ACCURACY, VALIDITY, TIMELINESS, COMPLETENESS, RELIABILITY, INTEGRITY, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF ANY THIRD-PARTY INFORMATION OR DIGITAL WALLET. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. WE, ON BEHALF OF OURSELVES AND OUR AUTHORIZED REPRESENTATIVES DO NOT WARRANT AGAINST INTERFERENCE, DELAY, INTERRUPTION OR DISRUPTION WITH YOUR USE OF ANY CARD IN CONNECTION WITH A DIGITAL WALLET. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US, ANY OF OUR AUTHORIZED REPRESENTATIVES OR ANY THIRD PARTY WILL CREATE ANY WARRANTY.

THE ACCESS, USE AND MAINTENANCE OF A CARD WITHIN A DIGITAL WALLET ALSO DEPENDS ON THE DIGITAL WALLET SERVICES AND PROVIDERS AND THE NETWORKS OF WIRELESS CARRIERS. WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF ANY CARD, INCLUDING UNAVAILABILITY OF A DIGITAL WALLET SERVICE OR WIRELESS SERVICE, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES OR INTERRUPTION OF A WIRELESS CONNECTION. WE DISCLAIM ANY RESPONSIBILITY FOR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN A CARD WITHIN A DIGITAL WALLET.

XII. XV. Intellectual Property Rights

You are granted a nonexclusive, non-sublicensable, nontransferable, personal, limited license to add and use your Card via Digital Wallet on your Supported Device solely in accordance with this Schedule F and any other applicable Third-Party Agreement, including those related to the Digital Wallet. All intellectual property rights in a Digital Wallet are owned either by the Digital Wallet Provider, us, our licensors or third parties. Nothing in this Schedule F gives you any rights in respect of any intellectual property owned by the Digital Wallet Provider or third party. Unless otherwise explicitly set forth in this Section, we grant you no other license rights to ours or any other party's intellectual property.

XVII. Communication

As a condition to activating and using your Cards in a Digital Wallet, you consent to receive notifications and automatically dialed calls or text messages on your Supported Device from us, including at the phone number you provide us. You also agree to receive notices and other communications from us by email to the email address on file for the relevant Card account, posting within your online account, or through the messaging capabilities of each Digital Wallet. If at any time you revoke any communication consent provided herein, we may suspend or cancel your ability to use your Cards in connection with a Digital Wallet.

You may receive push notifications from a Digital Wallet from time to time reflecting your Card account activity. If you do not wish to receive notifications, you may turn off these notifications through the device settings on your Supported Device.

Acceptance of Master Service Agreement

By signing or accepting this Agreement, in writing or electronically, the Client hereby agrees to the following:

1. The defined terms in this document shall have the meaning provided in the Acceptance, unless otherwise provided herein;
2. At a duly-called meeting at which a quorum was present, the Board of Directors of the Client(s) (the "Board") reviewed and voted to approve this Grasshopper Bank, N.A. Master Service Agreement and this Acceptance of Master Service Agreement, together with each applicable Service Description, including any Supporting Documents, corresponding exhibits, schedules or attachments to the same ("Agreement") which apply to the services designated by the Client, together with this Acceptance of Master Service Agreement (collectively, with the Agreement, referred to herein as the "Acceptance") to be entered into by and between the Client and Grasshopper Bank, N.A. ("Bank");
3. Either: (a) at a meeting duly called and held, at which a quorum was present and acting throughout, or (b) pursuant to authorized action by unanimous written consent; the Board resolved the following ("Resolutions"):
 - a. The Board finds that it is in the best interest of the Client to enter into the Acceptance, as amended from time to time;
 - b. The Board authorizes and appoints each of the officers of the Client, the Secretary of the Board of Directors, and any other authorized representative designated by the Board (each an "Authorized Representative"), acting individually or together, to execute and deliver the Acceptance;
 - c. Any one or more of the foregoing persons are authorized to negotiate terms and conditions of the Acceptance, amendments or supplements to the Acceptance, and to enter into such other agreements, supplements and amendments as they individually or jointly determine to be appropriate, including amendments or supplements; and
 - d. The authority given above will continue, and the Bank may rely on the actions of any person referred to above, until the Bank is given formal written notice of the revocation of such authority and the Bank has an opportunity to respond to the same.
 - e. All acts and deeds taken by any Authorized Representative shall be deemed the act and deed of the Client for all purposes relating to the Acceptance and to all services described in the Acceptance or provided by the Bank to the Client under the Acceptance.
4. The Secretary of the Board of Directors of the Client certifies to the Bank that the foregoing is a true and complete copy of Resolutions duly adopted by the Board, and further that the above has not been amended, modified, or repealed.
5. Any addition, deletion or change to the Acceptance for any Service requested by the Client must be submitted in a form acceptable to the Bank, and no such requested addition, deletion or change will become operative or effective until the Bank confirms to the Client that such addition, deletion, or change has been approved by the Bank and implemented.
6. The Acceptance may be signed in counterparts and transmitted electronically. If signed in two or more counterparts, each will be deemed an original, but such counterparts will constitute one instrument. The effectiveness of the Acceptance (or any related document) and any signatures shall, to the extent permitted by applicable law, have the same force and effect as manually signed originals and shall be binding on all parties hereto. The Bank may also require that the Acceptance (or any related document) be confirmed by a manually signed original thereof; provided, however, that the failure to request or deliver the same shall not limit the effectiveness of any electronic document or signature.
7. By the signature or electronic acceptance of this Agreement by Client or its Authorized Representative, the Client hereby agrees to the terms and conditions of this Agreement and Acceptance.
8. I, signatory Authorized Representative, certify under penalty of perjury under the laws of the state of New York that the foregoing is true and correct, of my own personal knowledge.