



# 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.

**General Rules.** The following rules apply to your account:

**Deposits.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. 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@grasshopper.bank](mailto:support@grasshopper.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.** Grasshopper Bank, N.A. offers its customers use of our Grasshopper Banking Platform service. The Grasshopper Bank Platform allows you to perform most of your banking transactions from the convenience of your various devices. Some of the services that will 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. 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](mailto: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](mailto: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](mailto: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 \$1,000.00 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.

### Interest Bearing Checking\*

**Rate Information.** 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 maintain a minimum daily balance of \$1,000.00 in the account each day to obtain 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.** No transaction limits apply to this account.

**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.

### 30 Day Term Deposit\*

**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. You will pay this interest rate until maturity. **Credit & Compounding.** Interest will be compounded monthly and will be paid in the manner that you choose at least quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce

earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding. You will have options as to how your interest will be paid. Options include deposit to another account or an automatic transfer to an account at another institution.

**Minimum Balance Requirements.** You must deposit \$1,000 to open this account. You must maintain a minimum daily balance of \$1,000.00 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.** No transaction limitations apply to this account. **Maturity Date.** 30 days after opening.

**Early Withdrawal Provisions.** We will impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 7 days of interest.

**Renewal Policies.** Your account will automatically renew at maturity. You will have a grace period of 7 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. If you withdraw the funds during the grace period, interest accrued but not credited will be forfeited.

### 60 Day Term Deposit\*

**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. You will pay this interest rate until maturity. **Credit & Compounding.** Interest will be compounded monthly and will be paid in the manner that you choose at least quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding. You will have options as to how your interest will be paid. Options include deposit to another account or an automatic transfer to an account at another institution.

**Minimum Balance Requirements.** You must deposit \$1,000 to open this account. You must maintain a minimum daily balance of \$1,000.00 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.** No transaction limitations apply to this account. **Maturity Date.** 60 days after opening.

**Early Withdrawal Provisions.** We will impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 7 days of interest.

**Renewal Policies.** Your account will automatically renew at maturity. You will have a grace period of 7 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. If you withdraw the funds during the grace period, interest accrued but not credited will be forfeited.

### 90 Day Term Deposit\*

**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. will pay this interest rate until maturity. **Credit & Compounding.** Interest will be compounded monthly and will be paid in the manner that you choose at least quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding. You will have options as to how your interest will be paid. Options include deposit to another account or an automatic transfer to an account at another institution.

**Minimum Balance Requirements.** You must deposit \$1,000 to open this account. You must maintain a minimum daily balance of \$1,000.00 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. No transaction limitations apply to this account.Maturity Date. 90

days after opening.

Early Withdrawal Provisions. We will impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 14 days of interest.

Renewal Policies. Your account will automatically renew at maturity. You will have a grace period of 7 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. If you withdraw the funds during the grace period, interest accrued but not credited will be forfeited.

### 6 Month Term Deposit\*

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. You will pay this interest rate until maturity.Credit & Compounding. Interest will be compounded monthly and will be paid in the manner that you choose at least quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding. You will have options as to how your interest will be paid. Options include deposit to another account or an automatic transfer to an account at another institution.

Minimum Balance Requirements. You must deposit \$1,000 to open this account. You must maintain a minimum daily balance of \$1,000.00 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. No transaction limitations apply to this account.Maturity Date. 6

months after opening.

Early Withdrawal Provisions. We will impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 1 month of interest.

Renewal Policies. Your account will automatically renew at maturity. You will have a grace period of 7 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. If you withdraw the funds during the grace period, interest accrued but not credited will be forfeited.

### 1 Year Term Deposit\*

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. You will pay this interest rate until maturity.Credit & Compounding. Interest will be compounded monthly and will be paid in the manner that you choose at least quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding. You will have options as to how your interest will be paid. Options include deposit to another account or an automatic transfer to an account at another institution.

Minimum Balance Requirements. You must deposit \$1,000 to open this account. You must maintain a minimum daily balance of \$1,000.00 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. No transaction limitations apply to this account.Maturity Date. 1

year after opening.

Early Withdrawal Provisions. We will impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 3 months of interest.

Renewal Policies. Your account will automatically renew at maturity. You will have a grace period of 7 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. If you withdraw the funds during the grace period, interest accrued but not credited will be forfeited.

### 3 Year Term Deposit\*

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. You will pay this interest rate until maturity.

**Credit & Compounding.** Interest will be compounded monthly and will be paid in the manner that you choose at least quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding. You will have options as to how your interest will be paid. Options include deposit to another account or an automatic transfer to an account at another institution.

**Minimum Balance Requirements.** You must deposit \$1,000 to open this account. You must maintain a minimum daily balance of \$1,000.00 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.** No transaction limitations apply to this account. **Maturity Date.** 3 years after opening.

**Early Withdrawal Provisions.** We will impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 6 months of interest.

**Renewal Policies.** Your account will automatically renew at maturity. You will have a grace period of 7 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. If you withdraw the funds during the grace period, interest accrued but not credited will be forfeited.

## 5 Year Term Deposit\*

**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. You will pay this interest rate until maturity. **Credit & Compounding.** Interest will be compounded monthly and will be paid in the manner that you choose at least quarterly. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings. If interest is credited to another account or paid to you by check, this may reduce earnings and may negate the effect of interest compounding. You will have options as to how your interest will be paid. Options include deposit to another account or an automatic transfer to an account at another institution.

**Minimum Balance Requirements.** You must deposit \$1,000 to open this account. You must maintain a minimum daily balance of \$1,000.00 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.** No transaction limitations apply to this account. **Maturity Date.** 5 years after opening.

**Early Withdrawal Provisions.** We will impose a penalty if you withdraw any or all of the principal before the maturity date. The fee imposed will equal 6 months of interest.

**Renewal Policies.** Your account will automatically renew at maturity. You will have a grace period of 7 calendar days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. If you withdraw the funds during the grace period, interest accrued but not credited will be forfeited.

## 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 our 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 Grasshopper Bank Mobile Application (“**App**” or “**Mobile Application**”) and certain other aspects of the Service may be powered by software offered by a third party (“**Licensor**”). You may be required to enter into additional terms and conditions with a Licensor 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, our Mobile Terms and Conditions, 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: View balances and Account history on the Client’s linked Accounts; transfer funds between linked Accounts (limited to accounts with like vesting); request check stop payments; 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**”), change Address on Account; and view Statements and Notices. Additional Business Online Banking Services may be added to or removed by the Bank from time to time. The Bank may allow loans and lines of credit to be linked, in which case, the Client agrees that the relevant loan agreement, note or other document is modified to the extent necessary to allow the transfers or other Services that may be utilized. 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 Licensor. 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.

User IDs may include use of a soft token. A “**Soft Token**” is a software-based security token that generates a single-use PIN or passcode that you must enter, together with a User ID and password, to log into the Online Banking Service or initiate a transaction on Client’s Account.. The Bank recommends that the Client and each Primary Administrator and Authorized User utilizes Soft Tokens for security control. To use Soft Tokens, you will be required to download and activate a the SecurID mobile application (“**Soft Token App**”) to an eligible Device (defined below). You may be required to agree to the terms and conditions of the Soft Token App to use Soft Tokens. Please follow the instructions in the Soft Token App to activate your Soft Tokens. Mobile carrier rates may apply for downloading and using the Soft Token App. You are responsible for keeping secure any Device on which the Soft Token App is installed. You must notify us immediately if you believe that your Device, Soft Token App or any Soft Tokens or means of access to Soft Tokens has been stolen, compromised, or accessed by any unauthorized person. You acknowledge and agree that Soft Tokens and the Soft Token App are provided by a third party We do not represent or warrant that the Soft Token service or Soft Token App will be accessible at all times, or function with any electronic equipment, software, infrastructure or other electronic banking services that we may offer from time to time. We are not liable for any loss you incur in connection with the use or attempted use of the Soft Token service, or your instructions, or any unauthorized transactions through or in connection with the Soft Token service. You shall indemnify us from all loss and damage which we may incur in connection with any improper use of the Soft Token service. Use of the Soft Token service is prohibited for any person who is not an Authorized User. By using the Soft Token service, the Client agrees that the Bank may treat and consider as valid and binding on the Client any instruction given, or agreement made with the Bank, which is authenticated through the Soft Token service without the Bank making any further inquiry as to the authority or identity of the person making or purporting to give such instructions or to make such agreement or their authenticity notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in the authorization. The Client acknowledges that the Bank may still require the Client to authenticate a transaction by the User ID, password and/or another form of authentication even though the Client has authenticated the same by the Soft Token. The Bank shall be entitled, at any time with or without immediate or prior notice, to suspend or terminate the Client’s any Authorized User’s use of the Soft Tokens or Soft Token App, and without any liability, at the Bank’s sole discretion, in such circumstance as the Bank may solely see fit, including, but not limited to, for the protection of the Client or Accounts, or if the Bank has reason to believe that a Soft Token, Soft Token App, or Device is not secure, or the Client’s Account has been closed.

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.

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

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

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

**42. 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.

**43. 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.

**44. 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 support@grasshopper.bank 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: MOBILE BANKING SERVICES AGREEMENT

This Mobile Banking Services Agreement (“MBA”) supplements the Agreement and provides additional terms and conditions to govern your use of the Grasshopper Bank, N.A. mobile banking services (“**Mobile Banking Service(s)**”). The Mobile Banking Service can be used to access certain features of the Service, which are made available to you through a mobile website, Short Message Service (“SMS” or “**Text Message**”), or the Grasshopper Bank Mobile Application (“**App**” or “**Mobile Application**”) that you download to or access using an eligible Wireless Access Device that you have registered with us. The Mobile Banking Service is offered as a convenience and supplemental to the Service and your Accounts, and other products and services we offer to you.

1. Agreements. When you enroll in the Mobile Banking Service and each time you use the Mobile Banking Services, you agree to be bound by the terms and conditions of this MBA. This MBA supplements the Online Banking Master Service Agreement (the “**Agreement**,” as applicable in this document). By accepting this MBA, or by downloading or accessing the Mobile Application, you also accept the Mobile Banking Enrollment Terms and Conditions, which are incorporated herein by reference.

Except to the extent otherwise defined herein, defined terms in this MBA will have the meaning provided in the Agreement. The term “**Online Banking**” and “**Services**” will refer to the online banking system and services provided by Grasshopper Bank, N.A. pursuant to the terms of the Agreement. The term “**Entries**” shall have the meaning provided in the Rules and shall also mean the data received from the Customer hereunder from which the Bank prepares entries.

**Notice to Consumer Account Holders:** The Electronic Funds Transfer Agreement applicable to your Account includes important consumer account holder protection disclosures under the Electronic Fund Transfer Act which continue to apply with respect to the electronic fund transfers facilitated through the Mobile Banking Services, as applicable.

2. Description of Mobile Banking Services. Mobile Banking Services may provide wireless access to your linked Accounts to do the following, subject to system limitations:
  - View your Grasshopper Bank, N.A. Account information;
  - View transactions
  - View statements
  - View advices
  - Send domestic, USD International, and Foreign Currency wires (subject to Schedule C)
  - Send Automated Clearing House (ACH) payments (subject to Schedule C)
  - Transfer available funds between your linked Accounts (transfer restrictions may apply, refer to your Agreement and Account Agreement for details);
  - Open a new Grasshopper Bank, N.A. deposit account
  - Contact Grasshopper Bank, N.A. via in application support (through chat)
  - Add Authorized Users
  - Deposit checks to your linked checking and savings accounts (“**Mobile Deposit**”), subject to the additional terms set forth in Schedule E – Remote Deposit Capture Services.
  - Pay Bills through the Bank’s current Bill Payment Service, subject to the additional terms set forth in Schedule D – Bill Payment Service.

Some Online Banking Services may not be accessible while using your Wireless Access Device. Additional Mobile Banking Services may be added to or removed by us from time to time. Some Mobile Banking Services may not be available without special application to and approval by us, may be limited to specific types of accounts, and may require you to agree to additional terms and conditions which may be presented online at the time the feature is activated.

3. Access and Use of Mobile Banking Services. Your access to the Mobile Banking Service is subject to our prior and ongoing approval. We may deny your access to all or any part of the Mobile Banking Service, at our sole discretion. To utilize the Mobile Banking Services, you must enroll through our Online Banking system. Once you have enrolled for the Mobile Banking Services, designated accounts linked to your Online Banking security codes will be accessible through your Wireless Access Device. Additionally, to access and utilize the Mobile Banking Services you will need a compatible Wireless Access Device. To access Mobile Banking service and functions, your Wireless Access Device must be Internet enabled and connected to the Internet through your mobile communications service provider. In order to properly use the Mobile Banking Services, you should review and follow the instructions provided in our Online Banking system. You agree to accept responsibility for learning how to use the Mobile Banking Services in accordance with the online and mobile application instructions and agree that you will contact us directly if you have any problems with Mobile Banking Services. You also accept responsibility for making sure that you, and anyone acting on your behalf, know how to properly use the Wireless Access Device. If you obtain a different Wireless Access Device, you will be required to download and install software to that different Wireless Access Device, under the same terms set forth in this MBA, as amended. You agree to delete all such software from your Wireless Access Device promptly if the licenses or this MBA terminate for any reason. We reserve the right to change, add to, or terminate services with any third-party software providers, to substitute different software providers, and to enter into or arrange for the provision of Mobile Banking Services by other licensors and third parties. You agree to exercise due care in preserving the confidentiality of any user identification, password, test key, or other code or authentication method provided by us or otherwise required for use of the Mobile Banking Service and shall further prevent the

use of the Mobile Banking Service by unauthorized persons. You assume full responsibility for the consequences of any missing or unauthorized use of or access to the Mobile Banking Service or disclosure of any confidential information or instructions by you, or anyone acting on your behalf.

4. Primary Administrator and Authorized Users. For purposes of this MBA, all requirements as set out in the Agreement pertaining to designations of Primary Administrators and Authorized Users in the Online Banking system applies also to the Mobile Banking systems: In the Supporting Requests or Documents (including mobile requests), the Client will be required to designate an individual to act as a Primary Administrator with the authority to designate additional Authorized Users and remove existing Authorized Users or assign those authorities to another Authorized User to act on the Client's behalf. The Primary Administrator will also determine what Business Online Banking Services will be available to users, when to change passwords or pins (when applicable), and any limitations on the use of the Services by individual Authorized Users or assign those authorities to another to act on the Client's behalf. The Bank reserves the right to require the Client's designated Primary Administrator to be an Authorized Signer on the Account(s).
5. Supported Systems. You must use an eligible Wireless Access Device and supported operating system that is compatible with the Mobile Banking Service. The requirements for eligible Wireless Access Devices and supported systems may be changed by the Bank from time to time in its sole discretion. Supported systems currently include the most recent version of IOS and Android operating systems (some older versions may not be supported). The Mobile Banking Services may be used only with a Wireless Access Device that is serviced by a U.S. wireless carrier or Internet service provider, and the account established with such carrier or provider that is used to connect the Wireless Access Device to the Internet or wireless communications services is established in the U.S.
6. Carrier Fees. You acknowledge that your mobile service provider may charge you for the use of data, telephone calls, sending and receiving Text Messages, and other wireless connectivity provided in connection with the use of the Mobile Banking Service on your Wireless Access Device. You acknowledge that you should check with your service provider for details on specific fees and charges that may apply.
7. Accounts and Accountholders. The term "consumer account holder" will refer to account holders using the Mobile Banking Service to access their accounts that are maintained primarily for personal, family or household purposes. The term "commercial account holder" will refer to an account holder that is not a consumer account holder. The Accounts that you access using the Mobile Banking Services are subject to the terms and conditions of the deposit account agreements and loan agreements governing those Accounts, as well as the terms and conditions of the Agreement, as supplemented and modified by this MBA. The underlying deposit and loan agreements applicable to the Accounts accessed using the Mobile Banking Services shall collectively be referred to as the "**Account Agreement.**" To the extent there are conflicts between the terms of this MBA and the Agreement, or the Account Agreement, this MBA will control.
8. SMS Text and E-Mail Messaging. By accepting these terms, you expressly authorize us to send SMS text messages and emails to you regarding your accounts and financial transactions, in connection with the Mobile Banking Services. We may send these messages to any mobile phone or email address we have in our records for you or your Account. The following additional terms and conditions apply to your use of SMS and Text Messages in connection with the Service:
  - a. Your wireless carrier's standard messaging rates apply to SMS correspondence. Bank does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed by and payable to your wireless carrier.
  - b. You represent that you are the owner, or authorized user of the Wireless Access Device you use to receive the SMS and Text Messages, and that you are authorized to approve the applicable charges.
  - c. We will send you a SMS message only once, and only with your explicit agreement as indicated by your continuation of the process flow.
  - d. We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your Wireless Access Device. SMS message services are provided on an AS IS, AS AVAILABLE basis.
  - e. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your SMS messages or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.
  - f. The SMS service as well as the content and materials received through the service are proprietary to us and our Licensors, and is for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.
  - g. If you have any questions, e-mail us at support@grasshopper.bank You can also text the word HELP to 63018 to get additional information about the service. If you receive a message from us unexpectedly, you can text the word STOP to 63018. We do not charge for help or info messages; however, your normal carrier rates apply.

9. Account Alerts. Grasshopper Bank, N.A. may offer the availability of various “**Account Alerts**”. The account Alerts feature is a convenience tool that permits you to request automated notification of specific situations. You are responsible to input accurate information to set up the account notifications. Alerts do not replace standard communications you receive from us concerning your accounts. If you elect to receive Alerts by Text Message from us, you acknowledge that such messages will be automatically sent to your Wireless Access Device. You assume all responsibility for the secure receipt of the Text Messages and acknowledge that these Alerts are not sent through a secure channel and may be intercepted or read by others. Receipt of Alerts may be delayed or prevented by factor(s) affecting your Internet service provider(s), phone operator(s), and other relevant entities. We neither guarantee the delivery or the accuracy of the contents of any Alert. We will not be liable for losses or damages arising from: (i) non-delivery, delayed delivery, or wrong delivery of any Alert; (ii) inaccurate content in an Alert; or (iii) your use or reliance on the contents of any Alert for any purposes. We reserve the right to terminate any request from you, for any Alert, at any time. The information in any Alert may be subject to certain time lags and/or delays. You will manage the types and timing of your Alerts, and the Alerts may be stopped or suspended by you at any time.
10. Hardware and Software. You are responsible for obtaining and maintaining the compatible Wireless Access Device required to use the Mobile Banking Service. To the extent we, in our sole discretion, provide any hardware in conjunction with the Mobile Banking Service, the hardware will at all times remain the sole property of Grasshopper Bank. Upon termination of the Mobile Banking Service, you must promptly return any hardware that we provided to you. To the extent the Mobile Banking Service involves our having granted you software license (“software”) usage rights, such grant shall be a personal, non-exclusive, non-transferable right to access and use the Mobile Banking Service in connection with your use in accordance with this MBA. The Mobile Banking Services do not involve the sale of software. Nothing in this agreement entitles you to receive technical support, telephone assistance regarding the software, or updates to software. Upon termination, you agree to immediately destroy all copies of any software which has been downloaded to your Wireless Access Device or otherwise in your possession and control as part of your access and use of the Mobile Banking Service. Without limiting the generality of the foregoing, you agree not to: (a) make the Mobile Banking Service available or allow use of the Mobile Banking Service in a computer bureau service business, or on a time sharing basis, or (b) otherwise disclose or allow use of the Mobile Banking Service by or for the benefit of any third party. You acknowledge that your license to use any software that may be required for the Mobile Banking Service is directly from the software provider, pursuant to the license agreement that appears when any such software is electronically accessed by you or otherwise provided to you. By enrolling in portions of the Mobile Banking Service relating to those software systems and programs, and by downloading and installing Mobile Banking software, you will be evidencing your acceptance of the terms and conditions of those licenses. We may also condition your use of the Mobile Banking Service upon you affirming such licenses by the use of "I Accept" or similar dialogue box acknowledgements, or by other affirmative or use-based acknowledgement and agreement systems.
11. Mobile Banking Service Limitations. The availability, timeliness and proper functioning of the Mobile Banking Services depends on many factors, including your Wireless Access Device location, wireless network availability and signal strength, and the proper functioning and configuration of hardware, software, and your Wireless Access Device. Neither we nor any of our service providers warrants that the Mobile Banking Service will operate without interruption, and neither we nor our service providers shall be liable for any loss or damage caused by any unavailability of the Mobile Banking Services, including service interruptions, delays, or loss of personalized settings. Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Wireless Access Device or mobile network which you utilize to access the Mobile Banking Services. THE MOBILE BANKING SERVICES ARE PROVIDED "AS IS" AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY OTHER WARRANTY AS TO PERFORMANCE, ACCURACY OR COMPLETENESS. You agree to exercise caution when utilizing the Mobile Banking Services on your Wireless Access Device and use good judgment and discretion when obtaining or transmitting information.
12. Your Indemnification Obligation. In addition to any indemnification obligations you have under the Master Services Agreement, and except to the extent expressly prohibited by applicable law, you agree that you will indemnify and hold us harmless, including any of our licensors and providers of the Mobile Banking Services, and our respective directors, officers, shareholders, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) your wrongful acts or omissions, or any person acting on your behalf, in connection with your use of the Mobile Banking Service, including without limitation (a) the breach by you of any provision, representation or warranty of this MBA, (b) your negligence or willful misconduct (whether by act or omission) or any third party acting on your behalf, (c) any misuse of the Mobile Banking Service by you, or any third party within your control or on behalf of you, (d) your failure to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or sanction imposed on us by any clearing house, or any governmental entity, arising out of or connected with any Imaged Item processed by us for you or at your instruction; (ii) any act or omission of ours that is in accordance with this MBA or instructions from you; (iii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Imaged Item to us; (iv) any loss or corruption of data in transit from you to us; (v) any claim by any recipient of a Substitute Check corresponding to a Check processed by you under this MBA, that such recipient incurred loss due to the receipt of the Substitute Check instead of the Original Check; or (vi) any claims, loss or damage resulting from your breach of, or failure to perform in accordance with, the terms of this MBA.
13. Our Liability. This Section is not intended to replace or supersede, and is hereby added to, any other exceptions to our liability that may be stated elsewhere in the Agreement and the Account Agreement. Except to the extent prohibited by applicable law or regulation, we will not be liable to you for any of the following: (i) any damages, costs or other consequences caused by or related to our actions that are based on information or instructions that you provide to us; (ii) any unauthorized actions initiated or caused by you or your agents; (iii) the failure of third persons or vendors to perform satisfactorily, other than persons to whom we have delegated the performance of specific obligations provided in this MBA; (iv) any refusal of a Payor Financial Institution to pay an Image Exchange Item or Substitute Check for any reason (other than our breach of contract, gross negligence or willful misconduct), including without limitation, that the Original Check, Image Exchange Item or Substitute Check was allegedly

unauthorized, was a counterfeit, had been altered, or had a forged signature; (v) you or any other party's lack of access to the Internet or inability to transmit or receive data; (vi) failures or errors on the part of Internet service providers, telecommunications providers or any other party's own internal systems, or (vii) if you do not follow or comply with the representations or warranties set forth in this MBA. To the fullest extent allowed by law, and subject to our limitations on liability provided otherwise in this MBA, we will only be liable for damages that are solely and proximately caused by our gross negligence or willful misconduct. Our liability for errors or omissions with respect to the data transmitted or printed by us in connection with this MBA will be limited to correcting the errors or omissions. With respect to the Mobile Deposit Service, correction will be limited to reprocessing, reprinting and/or representing the Image Exchange Items or Substitute Checks to the Payor Financial Institution. Notwithstanding anything to the contrary in this MBA, and except to the extent expressly prohibited by applicable law or regulation, our aggregate liability for claims related to this MBA, whether for breach, negligence, infringement, in tort or otherwise, arising during any 6-month period shall be limited to an amount equal to the amount of fees paid by you to us under this MBA for such 6-month period. Except as otherwise specifically provided in this MBA, in no event will either party be liable to the other for any consequential, indirect, incidental, special, exemplary or punitive damages, including without limitation any loss of use or loss of business, revenue, profits, opportunity or good will, under any theory of tort, contract, indemnity, warranty, strict liability or negligence, even if such party has been advised or should have known of the possibility of such damages. Without limiting the foregoing, we shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control. In the event of any of the foregoing failure or delays, you acknowledge that you may instead deposit directly with us any Original Items for processing and presentment, provided such Original Items have not been previously imaged and processed in connection with the Mobile Deposit Services. In addition, we shall be excused from failing to transmit or delay in transmitting an Item for presentment if such transmittal would result in our having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or our 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. You and we acknowledge and agree that the limitations of liability in this Section are a bargain for allocation of risk and liability and agree to respect such allocation of risk and liability. Each party agrees and acknowledges that the other party would not enter into this MBA without the limitations of liability set forth in this Section.

14. Relationship to Third Party Agreements. You agree that, when you use Mobile Banking Services, you remain subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to your mobile service provider. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Mobile Banking Services (such as data usage or text messaging charges imposed on you by your mobile service provider), and you agree to be solely responsible for all such fees, limitations, and restrictions. You also agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems pertaining to your Wireless Access Device or mobile services with your provider directly.
15. Proprietary Rights. You acknowledge and agree that the software and content used by us in the operation of our website and provision of the Mobile Banking Services, and the copyright patent, trademark, trade secret and all other rights in and to the technology, software, content, designs, graphics, and trademarks included by us on our website and as part of the Mobile Banking Services and our name and product names and the website's URL (collectively, by the "**Intellectual Property**"), are owned by us and our Licensors. As such, you will not gain any ownership or other right, title or interest in or to such Intellectual Property by reason of this MBA or otherwise. You may not use, reproduce, duplicate, copy or distribute the content found at our website or provided by the Mobile Banking Services. You may not distribute, reuse, reproduce, duplicate, copy, publish, sell, or otherwise transfer (i) any portion or element of the Mobile Banking Services or the Intellectual Property or (ii) access to our Mobile Banking Services or Intellectual Property. Further, you may not (a) create derivative works of any portion or element of the Mobile Banking Services or Intellectual Property; (b) reverse engineer, modify, decompile or disassemble any of the Intellectual Property; (c) deactivate or disable any password protection or other protection, security or reliability technology we incorporate in the Mobile Banking Services; (d) modify or erase any copyright or trademark notice we place in connection with the Mobile Banking Services; (e) engage in the practice known as "screen-scraping" or otherwise attempt to, or actually, obtain copies of content provided through the Mobile Banking Services (sometimes known as "scrapers," "spiders," "robots" or "bots") to systematically access and download data; (f) access the Mobile Banking Services by any means other than via your Wireless Access Device; (g) frame any content provided through the Mobile Banking Services or any Intellectual Property; or (h) use any circumvention tools, meta tags or any other "hidden text" utilizing our name, trademark, URL, product name or other Intellectual Property. You agree to comply with the terms of any license agreement made available to you through the Mobile Banking Services.
16. Security of Data Transmission and Storage. You expressly acknowledge that any wireless access to your accounts may not be secure and, as such, you assume the risk associated with unauthorized access to the Mobile Banking Services and any information contained therein, resulting from such wireless connectivity. You assume all risk that any information you download or otherwise stored on your Wireless Access Device may be accessed by unauthorized third parties. Without limiting the foregoing, you acknowledge that your Wireless Access Device may become subject to unauthorized tracking, "hacking" or other manipulation by spyware, viruses or other malicious code ("malware"). We are not responsible for advising you of the existence or potential effect of any malware. Your use of your hardware and software is at your own risk. We are not responsible for the security and confidentiality of information when you: (i) use wireless connections to download your account information, in which case you acknowledge such connection may permit other persons to access the information being downloaded, or (ii) allow other persons access to your Wireless Access Device. You agree that any account information that you download is done at your own risk, and you are solely responsible for any damage that might occur to the electronic device to which you download any information, or any loss or corruption of data that might occur as a result of the downloading or its storage on an electronic device. YOU AGREE TO TERMINATE THE MOBILE BANKING SERVICE OR

DISABLE YOUR REGISTERED WIRELESS ACCESS DEVICE FROM THE MOBILE BANKING SERVICE IMMEDIATELY IN THE EVENT YOUR REGISTERED DEVICE BECOMES LOST, STOLEN OR IS NO LONGER IN USE BY YOU.

17. Fees. You agree to pay for the Mobile Banking Services (if applicable) in accordance with our fee schedule, as amended by us from time to time. You authorize us to automatically charge any one of your Accounts for all such fees incurred in connection with the Mobile Banking Services.
18. Your Obligations
- a. Account Ownership and Accurate Information. You represent that you are the legal owner or an authorized user of the Accounts and other financial information which may be accessed via the Mobile Banking Services. You represent and agree that all information you provide to us in connection with the Mobile Banking Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Mobile Banking Services. You agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate. You represent that you are the only authorized user of the Wireless Access Device that you will be using to access the Mobile Banking Services.
  - b. User Security. You agree not to give or make available the Mobile Banking Services log-in, password or other security codes (collectively “Security Codes”) to any unauthorized individuals. You are responsible for all transfers or other transactions you authorize using the Mobile Banking Services. If you permit other persons to use your Security Codes, you are responsible for any transactions they conduct.
  - c. Contact in Event of Unauthorized Transfer. If you believe that any part of your Security Code, Wireless Access Device or other means to access your Account has been lost or stolen or that someone may attempt to use the Mobile Banking Services without your consent, or has transferred money without your permission, notify us either through the Online Banking system, by calling 1-888-895-9685, or writing us at 915 Broadway, 7<sup>th</sup> Floor, New York, N.Y. 10010. Refer to your Agreement and Account Agreement for additional details regarding error resolution procedures.
  - d. User Conduct. You agree not to use the Mobile Banking Services or the content or information delivered through the Mobile Banking Services in any way that would: (i) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking Services to impersonate another person or entity; (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or illegal Internet gambling); (iv) be false, misleading or inaccurate; (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (vii) potentially be perceived as illegal, offensive or objectionable; (viii) interfere with or disrupt computer networks connected to the Mobile Banking Services; or (ix) use the Mobile Banking Services in such a manner as to gain unauthorized entry or access to the computer systems of others.
  - e. No Commercial Use or Re-Sale. You agree that the Mobile Banking Services are only for your use to access your Account information and otherwise facilitate services offered through the Mobile Banking Services. You agree not to make any commercial reuse of Mobile Banking Services, including to resell, lease, rent or distribute access to the Mobile Banking Services.
  - f. Changes, Termination, & Refusals. You may cancel your participation in the Mobile Banking Services at any time either through the Online Banking system, or by calling 1-888-895-9685. Unless otherwise restricted by applicable law, we reserve the right to: (i) change or cancel the Mobile Banking Services at any time without notice; and (ii) suspend your access to the Mobile Banking Services at any time without notice and for any reason, including, but not limited to your non-use of the Mobile Banking Services. Advance notice of termination or modification will be provided if required by law. To the extent permitted by law, such notice may be provided to you electronically. If you initiate any transaction, including accessing your account information, through the Mobile Banking Services after the effective date of a modification, you will be deemed to have effectively consented to the modification. We reserve the right to refuse to make any transaction you request through the Mobile Banking Services.
  - g. Third Party Beneficiary. You agree that our service providers (including any provider of software) may rely upon your agreements and representations in this MBA, and such service providers are intended third party beneficiaries to this MBA, with the power to enforce these provisions against you, as applicable.
  - h. Links to Other Services. While using the Mobile Banking Services, you may be able to access uploaded content provided or operated by third parties. Unless we tell you otherwise in writing, we do not operate or control any such content or any of the information, products or services on such linked websites. You acknowledge and agree that: (i) you access such content and linked sites at your own risk; (ii) we make no representation or warranty, and assume no responsibility for, content on our website and any linked site or the actions or omissions of its/their owners, operators or providers; (iii) we make no indorsement of, and assume no responsibility for, content uploaded to our website or goods or services offered on or advertising on or by any other website; (iv) by using other websites and services, you may be exposed to content that is offensive, indecent or objectionable; and (v) although we may have a contractual or other relationship with the operators of a linked website or the providers of content, we will not be responsible for the content, accuracy, integrity, availability, timeliness or operation of their website or content. You agree to hold us harmless in connection with all of the foregoing.
  - i. Right to Audit. You agree that we may periodically audit and verify your compliance with the MBA. You agree to cooperate and provide information or documentation, at your expense, as may be reasonably requested by us during such an audit

## SCHEDULE C: 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 C, and Client shall comply with the terms set forth herein and as set forth in the Agreement. Pursuant to this Schedule C, 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 C 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. 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 C 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 C, 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 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 for the most current information about the Bank’s cut-off times for Requests under this Agreement and Schedule C. 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 C](#). 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 C 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 C 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 C, 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 C 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](http://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 C 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 has 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 C 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 C as well as all applicable terms and conditions of the Agreement.

**31. Limitation of Liability.** The Bank's liability under this Schedule C shall be limited as set forth in the Agreement. Any claim, action or proceeding by the Client to enforce the terms of this Schedule C 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 D: BILL PAYMENT SERVICE

This Schedule D (Bill Payment Services) governs your use of the Bill Payment Service. Upon your approval to use the Business Online Banking Services, Bank will automatically provide Client with access to the Bill Payment Services. If Client does not wish to use the Bill Payment Service, Client must deactivate this feature by sending a request to the Bank. Such deactivation will be effective after the Bank has had a reasonable opportunity to effectuate the request. The Primary Administrator designated in connection with the Business Online Banking Service 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. When the Client signs onto the Bill Payment Service, 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 checkpayment (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.
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.** While access to messages through the secure email function of the Service is "on-line," messages sent to the Bill Payment Service through the function 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 in person or through some other procedure not using the Services. 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.** Several of the Bank's Business Online Banking Services are subject to processing 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 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, 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 E: 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 E (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 E (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 E (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 E (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 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 E** (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 E** (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 E** (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 E (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 E (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 E (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 E (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 E (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 E, 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 E. 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 E 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 Organization™ (“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 F**

**SWEEP SERVICES AUTHORIZATION**

If approved by Grasshopper Bank, N.A (“Bank”) and agreed to by the Parties, Bank will provide Client with the ability to authorize the bank to sweep excess balances from its selected accounts (“**Sweep Services**”) in accordance with the terms set forth in this Schedule F (Sweep Services). Client shall comply with the terms set forth herein and as set forth in the Grasshopper Bank Master Service Agreement and the Deposit Account Terms & Conditions (collectively, the “**MSA**”).

To begin using the Sweep Service, you must submit a request in writing to the Bank which specifies the following terms on which the Bank will sweep balances to and from your selected accounts (“**Sweep Form**”). Your Sweep Form must provide the Bank with the following information:

- **Transfer From Account:** Identify the account from which you would like the Bank to sweep funds when the balance in the account reaches the Target Balance.
- **Target Balance:** The balance at which you would like the Bank to initiate a sweep of the entire balance in the Transfer From Account in excess of the Target Balance.
- **Transfer To Account:** Identify the account to which you would like the Bank to sweep funds from the Transfer From Account.
- **Frequency:** The frequency with which the Bank will initiate a sweep, beginning on the Start Date.
- **Start Date:** The date on which you would like the Bank to initiate the first sweep.
- **Special Instructions:** Any additional instructions to the Bank. The Bank will endeavor to honor your special instructions but cannot guarantee that it can honor special instructions if not required by Applicable Law. We will have no liability for our failure to do so.
- **Authorization:** The signature of an Authorized User that is duly authorized by the Company to request the transactions contemplated by the Sweep Form.

You represent and warrant that all information you provide to the Bank in the Sweep Form is accurate and complete in all respects. You represent and warrant that you are the owner of any account you identify on the Sweep Form and that you are authorized to use the accounts for the transactions you request on the Sweep Form. The Bank may rely on the information you provide in the Sweep Form and we will not be liable for, and you agree to indemnify us and hold us harmless from, all losses that may result from our reliance on the information you provide in the Sweep Form.

You may change your instructions in the Sweep Form by notifying us in writing and submitting a new Sweep Form that sets forth the new terms on which you would like us to provide the Sweep Services. Your notification and new Sweep Form will become effective after we receive it and have had a reasonable time to process your request. Your revocation or change of any instructions you provide us in any Sweep Form will not cancel, reverse, or have any impact on any transactions which are initiated before your new Sweep Form or instructions become effective.

The Sweep Service is subject to the limitations set forth in your Deposit Account Terms & Conditions, the MSA, and any other limitations disclosed to you by the Bank. There are additional limits that apply to the Sweep Service for security purposes and these limits may change from time to time. We may not disclose these limits to you unless required by law.

Please refer to your Deposit Account Terms & Conditions and the MSA for more information about the fees that may apply to the Sweep Service. You authorize us to debit the amount of any fees you incur from the Transfer From Account on or after the day the fee is incurred.

**Authorization:** You certify that you are an authorized individual on each Transfer From Account and Transfer To Account you select. You hereby authorize the Bank to automatically transfer available funds at the selected Frequency, beginning on or after the Start Date, from the Transfer From Account and deposit the transferred funds into the Transfer To Account to achieve the Target Balance you select in the Transfer From Account. You also authorize the Bank to debit or credit your Transfer From Account or Transfer To Account as necessary to correct any errors. The Bank may continue to make such transfers until you notify the Bank to stop in a reasonable manner and time frame deemed acceptable by the Bank. If this authorization changes any prior authorization, the prior authorization is canceled, and you instruct the Bank to follow this authorization. You acknowledge that if there are insufficient funds in the Transfer From Account then the transfer may not be made. You understand the Bank will not notify you of automatic transfers and that you can contact the Bank or use the Business Online Banking Service to find out whether a transfer has been made. You further acknowledge that this Schedule F is subject to the terms and conditions contained in the Grasshopper Bank Master Service Agreement, Deposit Account Terms & Conditions and related disclosures, that you are responsible for the disclosed fees regarding this transfer service, and the Bank will not be liable for any fees, late charges, penalties, additional interest, or any other charge or an amount related to items returned because of insufficient funds. The Bank shall not be responsible if an automatic transfer is not made.

**Cancellation:** An authorized individual on the Transfer From Account or Transfer To Account may submit a cancellation request to the Bank by completing and sending the following cancellation request to the Bank. Cancellations must be received in writing and will be effective after Bank receives the request and has had a reasonable opportunity to act upon the request (generally within 5 Business Days of its receipt).

On \_\_\_\_\_, the undersigned hereby revokes the Sweep Services Authorization

Signed: \_\_\_\_\_

Name (Print): \_\_\_\_\_

## SCHEDULE G: API SERVICES

If approved by the Bank and agreed to by the Parties, Bank will provide the API Service described herein (“API Service”) in accordance with the terms set forth in this Schedule G (API Services). The Client agrees comply with the terms set forth herein and as set forth in the Grasshopper Master Service Agreement (“MSA”).

1. The API Service. Bank owns and operates a technology platform (“Platform”) that augments its Business Online Banking and related transactional services (“Banking Services”) provided to Client under the MSA. The API Services allow Client to view balances and related transactional information about the Client’s commercial deposit accounts and FBO Accounts made available to the Client by separate agreement, and which the Client has linked to its Business Online Banking service (“Linked Account”); and to request or perform certain transactions on the Linked Account through the Platform on the terms and conditions set forth in the MSA and other agreements you have with the Bank governing your use of each Linked Account (collectively, the “Account Agreements”). You may be required to enter into additional agreements or terms of service with our partners in order to access certain features of the API Service.
2. Purpose. The API Service is solely for the Client’s internal business purposes to access and use the Linked Account in accordance with applicable Account Agreements. You agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the API Service, use of the API Service, or access to the API Service.
3. Platform License
  - a. Platform License. Bank hereby grants Client, during the Term of this Agreement, a non-exclusive, non-transferable, non-sublicensable, limited right and license to access and use the Platform solely for its internal business purposes in connection with the API Services (the “License”).
  - b. Platform Account. Client must apply and register for an account on the Platform (the “Platform Account”). Client must provide true, accurate, and complete profile information for the Platform Account, including Client’s and its Authorized Users’ (as defined in the Business Online Banking Agreement) information provided as part of any account registration process and any information posted on the profile or similar pages of the Platform, and to keep all such information updated, accurate, and complete. Client agrees that Bank is entitled to rely on the accuracy of such information.
4. API Key. The Parties agree that any key, password or other credentials that the Client or an Authorized User uses to access the Platform or API Services (“API Key”) shall be deemed a User ID under the Business Online Banking Agreement, and an access device or similar credential under any other agreement you have with the Bank governing your use of a Linked Account. Client shall be solely responsible for each Authorized User’s compliance with the terms and conditions of this License and use of the API Services. If an API Key is compromised, an unauthorized person could perform transactions on the Client’s accounts. If you learn or suspect that any API Key is lost, stolen or compromised, you must immediately notify the Bank as set forth in the Business Online Banking Agreement and any Account Agreement you have with the Bank.
5. Intellectual Property Rights
  - a. Service Content. You acknowledge and agree that the API Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Bank, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the API Service or the Service Content. In connection with your use of the API Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Bank from accessing the API Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the API Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the API Service or distributed in connection therewith are the property of Bank and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by Bank.
  - b. Third-Party Material. Under no circumstances will Bank be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Bank does not pre-screen content, but that Bank and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the API Service. Without limiting the foregoing, Bank and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Client, in its sole discretion, to be otherwise objectionable. Bank cannot guarantee the completeness or accuracy of any Service Content, third-party material, or any other data presented about your Linked Accounts and transactions through the API Service. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.
  - c. User Content. With respect to the content or other materials you upload through the API Service (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant Bank a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the API Service.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service (“Submissions”), provided by you to Bank may be used by Bank for any purpose, commercial or otherwise, without acknowledgment or compensation to you, subject to any confidentiality obligations we have to you and subject to Applicable Law. You understand that the technical processing and transmission of the API Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Except as strictly required by Applicable Law, Bank makes no representation or warranty with respect to the security, timeliness, or suitability of any such networks or devices.

6. Use Restrictions. You are solely responsible for all code, images, information, data, text, software, messages or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise use via the API Service. The following are examples of the kind of content and/or use that is illegal or prohibited by Bank. Bank reserves the right to investigate and take appropriate legal action against anyone who, in Bank’s sole discretion, violates this provision, including without limitation, removing the offending content from the API Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. You agree to not use the Service to:
  - a. email or otherwise upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) is unlawful, harmful, threatening, abusive, harassing, tortious, or (vi) in the sole judgment of Client, is objectionable or which restricts or inhibits any other person from using or enjoying the API Service, or which may expose Bank or its users to any harm or liability of any type;
  - b. interfere with or disrupt the API Service or servers or networks connected to the API Service, or disobey any requirements, procedures, policies or regulations of networks connected to the API Service; or
  - c. violate any applicable local, state, national or international law, or any regulations having the force of law;
  - d. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
  - e. further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
  - f. obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the API Service.
7. Export Controls. Software available in connection with the API Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the API Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.
8. Bank’s General Practices Regarding Use and Storage. Bank may establish general practices and limits concerning use of the API Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on Bank’s servers on your behalf. You agree that Bank has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded using the API Service.
9. DISCLAIMER AND ASSUMPTION OF RISK. USE OF THE API SERVICE CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED REGARDLESS OF THE CARE TAKEN TO AVOID SUCH RISKS. BY USING THE API SERVICES TO PERFORM CERTAIN ACTIVITIES, CLIENT MAY BE FOREGOING CERTAIN PROTECTIONS THAT WOULD BE IN PLACE IF THE SAME ACTIVITY WAS PERFORMED BY OTHER MEANS. CLIENT ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS AND APPRECIATES THESE RISKS THAT ARE INHERENT TO THE USE OF THE API SERVICE. YOU HEREBY ASSERT THAT YOUR USE OF THE API SERVICE IS VOLUNTARY AND YOU KNOWINGLY ASSUME ALL SUCH RISKS. CLIENT’S USE OF THE API SERVICE IS AT ITS SOLE RISK. THE API SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. BANK EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. BANK MAKES NO WARRANTY THAT (I) THE API SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE API SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE API SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE API SERVICE WILL MEET YOUR EXPECTATIONS.
10. Waiver. Client agrees that the API Service is provided by Bank solely for the convenience of the Client. To the fullest extent permitted by Applicable Law, in consideration for Client’s use of the API Service, Client hereby releases, waives, discharges and covenants not to sue or hold responsible Bank, its trustees, directors, officers, employees and agents (collectively, “Bank Indemnified Parties”) for any claims, losses, costs or liabilities, including, but not limited to, negligence, loss of funds, loss of data, or any other loss suffered by Client from the use of the API.
11. Indemnification. In addition to all of Client’s indemnification obligations set forth in the MSA, Client also agrees to indemnify and hold harmless Bank and each Bank Indemnified Party from any and all claims, actions, suits, costs, expenses, losses, damages, and liabilities, including attorneys’ fees, arising from the Client’s use of the API Service.
12. Amendments. Bank reserves the right to modify or discontinue, temporarily or permanently, the API Service (or any part or feature thereof) with or without notice. You agree that Bank will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. Bank also reserves the right to revoke the Client’s or any person’s access to the API Services at any time.
13. Severability. The Client expressly agrees that the foregoing Section 9 (DISCLAIMER AND ASSUMPTION OF RISK), Section 10 (Waiver), and Section 11 (Indemnification) are intended to be as broad and inclusive as permitted by the law of the State of New York. If any portion of this Schedule G is held invalid, the Parties agree that the Parties will replace the invalid provision with the language that most closely reflects the intentions of the Parties, and the balance of this Schedule G and the MSA shall, notwithstanding, continue in full legal force and effect.
14. Acknowledgement of Understanding. Client acknowledges and agrees that it has read this Schedule G, including the foregoing Section 9 (DISCLAIMER AND ASSUMPTION OF RISK), Section 10 (Waiver), and Section 11 (Indemnification), and fully understand its terms. Client acknowledges that it is signing the MSA and agreeing to this Schedule G freely and voluntarily, and intends by its signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.
15. Reserve Account. Pursuant to Section 31 of the Agreement, the Client agrees to establish a Reserve Account (as defined in the Agreement) , to serve as collateral for and to secure the Client’s obligations to the Bank under the Agreement. Unless otherwise agreed by the Bank, the Company will fund the Reserve Amount with a minimum balance of one million dollars (\$1,000,000) plus twice the Daily Settlement Amount (“Minimum Reserve Balance”). The “Daily Settlement Amount” is the highest settlement volume of all ACH and Wire Transfers that debit or credit the Account that has occurred in a single Business Day in the preceding six (6) months under this Agreement. It is the Client’s sole responsibility to determine the Minimum Reserve Balance and to make deposits to the Reserve Account, in immediately available funds, to ensure that the balance of the Reserve Account is equal to or greater than the Minimum Reserve Balance. The Bank may, in its reasonable discretion, increase or decrease the Minimum Reserve Balance from time to time, upon notice to the Client. 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 Minimum Reserve Balance.





## SCHEDULE H: FBO ACCOUNT SERVICES

Subject to the approval of Bank, in connection with the ACH, wire, and electronic transfer origination services provided by Bank in accordance with the terms set forth in Schedule C (Origination Services), Schedule D (Bill Payment Services) and Schedule E (Remote Deposit Capture Services) the Bank may provide the Client with the option to receive and settle transactions originated by the Client using the Origination Services (“Transactions”) in an omnibus or custodial account owned by Bank (“FBO Account”), and transfer funds to a recipient from the FBO Account (“FBO Service”). In performing its obligations and accessing the FBO<sub>2</sub> Services under this Schedule H, the Client agrees comply with the terms set forth herein and as set forth in the Grasshopper Master Service Agreement (“MSA”), and to use the FBO Service in accordance with the terms and conditions of Schedule C, Schedule D, and Schedule E, each of which is incorporated herein by reference.

1. FBO Account.
  - a. Title and Ownership. The FBO Account will be owned by the Bank and established by the Bank with the Bank’s tax identification number. The Bank will determine the title of the FBO Account in its sole discretion; provided, however, that the FBO Account will be titled in the name of Bank for the benefit of Client’s or Bank’s customers, end users, or other persons, as applicable to the purpose for which the FBO Account will be used. The Bank may pool the funds of the Client and other Bank customers in a single FBO Account, at its option.
  - b. Control. The Bank will have sole ownership and control of the FBO Account and the funds therein. Client has no ownership interest in, access to, or control over the FBO Account or any funds deposited or remitted to Bank in connection with Client’s use of the FBO Services. Bank may reject any Request (as defined in Schedule C), or any other transaction requested under the MSA in connection with the FBO Service, that may result in a debit or credit the FBO Account in its sole discretion. Bank’s obligation to repay amounts on held in the FBO Account shall be owed solely to person for whose benefit the Bank holds such funds. The Client shall have no right to deposit or withdraw funds to or from the FBO Account. The Client agrees to comply with the Bank’s policies, procedures and security protocols when making a Request including, without limitation, the terms set forth in Exhibit C. The FBO Account and the funds therein will not be available to the Client for its general obligations or any other purpose.
2. Relationship to Other Schedules. The Client may use the FBO Service solely in connection with the Client’s use of the Origination Services provided under Schedule C, Schedule D, and Schedule E, in each case as approved by the Bank, and as explicitly described in this Schedule H. The Client may not use the FBO Account or FBO Service for any other purpose without the prior written approval of Bank. The Client agrees that the Bank will provide, and the Client must use, the FBO Services in accordance with this Agreement. Client must meet all obligations set forth in this Schedule H, as well as Schedule C, Schedule D, and Schedule E, as applicable, in connection with its use of the FBO Services.
3. Transaction Requests; Authentication. The Client will make Requests for Transactions in accordance with the procedures, terms and conditions set forth in Schedule C. If elected by the Client and approved by the Bank, the Client may also request transactions pursuant to and subject to the terms and conditions set forth in Schedule D and Schedule E. The Client is responsible for collecting all authorizations and other information necessary to ensure that the Bank is authorized and reasonably able to debit or credit any account necessary to complete a Request for a Transaction or other transfer of funds to or from the FBO Account, in each case accordance with the NACHA Rules, the Electronic Fund Transfer Act, and any other Applicable Law. At the time each such authorization is provided, the Client will authenticate each person who provides the authorization, in accordance with Applicable Law and Rules.
4. Transaction Limits.
  - a. Limits. The Client’s use of the FBO Service shall be subject to all transaction limitations to which the Client is subject under the MSA, and any other disclosure of transaction limitations that the Bank may provide to the Client from time to time. There are additional limits on the amount, type, and frequency of Transactions that the Client may request using the FBO Services, and for security purposes, the Bank may not disclose such limits or any changes to the Client unless required by Applicable Law. The Client will not receive funds for transfer to or deposit in the FBO Account. The Client will not transmit any funds it receives from the FBO Account to another party or location. The Bank reserves the right to reject any Transaction or request for a Transaction. The Bank may add or change these transaction limits from time to time in its sole discretion, with or without notice to the Client, except as required by Applicable Law.
  - b. Funds Availability. Typically, funds received in the FBO Account are available for additional Transactions within four (4) Business Days. However, the Bank may further delay the availability of funds received in the FBO Account for any of the following reasons: (i) the Transaction involves a new account or the Client has established an account with the Bank within the thirty (30) calendar days prior to the Request; (ii) a Transaction is in the amount (by itself or together with other Transactions requested by Client on a Business Day) in excess of \$5,525; (iii) the Transaction represents a re-initiation of a prior Transaction that was returned unpaid; (iv) the Client or any party to the Transaction has repeatedly overdrawn any of its accounts with the Bank within the last six (6) calendar months; (v) the Bank has any reasonable cause to doubt collectability of the Transaction; (vi) in the event of an emergency, such as an interruption of communications or computer equipment facilities, suspension of payments by another bank, a Force Majeure, or other emergency condition beyond the Bank’s reasonable control; or (vii) for any other reason in the Bank’s sole discretion, subject to Applicable Law.
  - c. Prohibited Transactions. The Bank reserves the right to prohibit or place additional limits on certain transactions that the Bank determines, in its sole discretion, present heightened risk to the Bank. For example, the Bank may reject any Request for a Transaction involving payments for art, antiquities, firearms, tobacco, alcohol, cryptocurrency, gambling, and other high-risk transactions.
5. No Accounts; Stored Value. The Client acknowledges and agrees that the FBO Service will be used solely to enable the Bank to initiate and settle Transactions made with the Origination Services. The Client may not use the FBO Service to store value or offer to store value or take deposits on behalf of the Client or any other person. The Client will not permit any person to request Transactions or provide related services to any person that would result in such person having an “account” or “customer” relationship with the Bank, as those terms are defined in the Bank Secrecy Act and its implementing regulations (*see e.g.*, 31 CFR §1020.200).

6. BSA/AML/OFAC. Client shall comply with all regulations of OFAC, including complying with all OFAC and Bank directives regarding the prohibition or rejection of unlicensed trade and financial transactions with OFAC specified countries, entities and individuals in connection with the Program. Notwithstanding Section 5, in the event that the Bank is required by Applicable Law to conduct identity verification on any customer or other person in connection with any Transaction, pattern of Transactions, or balance held for such person's benefit in the FBO Account, the Client shall cooperate with any reasonable request of the Bank to enable the Bank to meet its obligations under the BSA and other Applicable Laws. The Bank may require the Client to request additional information from a beneficiary or party to a Transaction or to conduct additional screening on such person.
7. Suspicious Activity. The Client will promptly notify the Bank if it identifies activity that suggests or indicates potential money laundering or other potential criminal activity, does not appear to have a valid business purpose, is not consistent with the activities expected of any party to the Transaction, or that appears to be or is fraudulent or suspicious. Client shall assist Bank with any investigation and provide any information to Bank that Bank may request. Bank shall have reasonable discretion and responsibility as to whether to file a SAR with respect to any activity identified in an unusual activities report. Client acknowledges that the contents of a SAR and the fact that Bank has filed a SAR are strictly confidential under Applicable Law.
8. Transaction Processing and Settlement. On each Business Day during the term of this Agreement, the FBO Account shall be credited for funds received by Bank in approved formats for deposit in the FBO Account and any other credits received by the Bank which are due to beneficiary of the FBO Account. Client will be responsible for supervising and managing all daily funds flow processes, including ensuring all balances in the FBO Account are accurate and fully funded by deposits placed with the Bank and all Transfers requested by Client by Bank pursuant to a Request are fully funded by funds placed with Bank. Client represents and warrants that the balance in each Deposit Account will be at all times appropriately funded by deposits placed at Bank and that the balance in each FBO Account equals 100% of the amount of funds held by Bank for the benefit of others in connection with such FBO Account. Client shall be responsible for ensuring that a Request is not submitted to Bank if there are insufficient funds deposited with the Bank to complete the Transaction requested. Client shall be responsible and liable for any failure of the FBO Account, or any Transaction requested under this Schedule H to be fully funded. In the event of any such failure, Client shall, within one (1) Business Day after receiving notice of such failure, fully fund any shortfall in the FBO Account. Alternatively, the Bank may fund the shortfall in the FBO Account by debiting funds from any Reserve Account required under this Schedule H. In the event Bank performs services as Originating Depository Financial Institution ("ODFI") (as defined in NACHA Rules), such services shall be performed based upon the terms, provisions and conditions of Schedule C and service pricing for such services will be governed by the fee schedule provided to you with this Agreement or Schedule. Unless Bank performs services as the ODFI, Bank will act as Receiving Depository Financial Institution ("RDFI") (as defined in NACHA Rules) for receipt of all funds to be credited to the FBO Account. Unless approved in writing by Bank, Client may not make Requests or transmit funds through any third-party agents or service providers. Bank shall not be responsible for misdirected Transactions due to any error unless such error was caused by the gross negligence or willful misconduct of Bank.
9. Deposit Ledger and Reconciliation.
  - a. Client shall maintain the ledger record of funds held in the FBO Account pursuant to this Schedule H, and the person for whose benefit such funds are held ("Deposit Ledger"). Deposit Ledger shall include all information reasonably required by the Bank, including the name, tax identification number, and other identifying information of each beneficiary required by the Bank, the amount held for the benefit of each beneficiary, all transactions made on the FBO Account, identifying information about the person and account to and from which each transaction is made on the FBO Account, and any other information that may be required by the Bank from time to time.
  - b. Client shall maintain the Deposit Ledger and such Deposit Ledger shall, at all times, be complete and accurate and maintained and updated regularly and in a timely manner. Client acknowledges that Bank may treat and assume the Deposit Ledger as its definitive ledger setting forth the title, ownership, and content of the FBO Account and funds held therein; provided, however, Bank may require Client to make changes to Deposit Ledger as Bank may determine in its sole and reasonable discretion.
  - c. Client shall make the Deposit Ledger available to Bank at all times throughout the term of the MSA and a period of one (1) year after the termination of the MSA. Access to the Deposit Ledger shall include the ability for Bank to view, edit, and manage records, FBO Account balances, Requests, Transactions, provisioning and use of the Reserve Account, and for Bank to monitor for and investigate any suspicious or fraudulent activity. Any adjustments or modifications made by Bank to the Deposit Ledger may not thereafter be altered or reversed without Bank's prior written approval. Each Bank service documented on the Deposit Ledger shall be titled in a manner to distinguish it from any other account or financial service offered by Client or a third party.
  - d. Client agrees to promptly and regularly (throughout the day) review and reconcile all Requests, Transactions and 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.
  - e. Client shall provide Bank with access to the Deposit Ledger and any related information and documents it reasonably requests from time to time in accordance with Bank's specifications and requirements, including, but not limited to, the timeframe and format in which such information and documents must be provided during the term of the MSA and a period of one (1) year thereafter. Client shall ensure that it has ready access to all records, including those maintained by its subcontractor, in order to comply with any request from Bank.
10. Representations and Warranties. In addition to the other representations and warranties made by Client pursuant to the MSA, the Client further represents and warrants that:
  - a. Money Transmission. The Client is not a money transmitter or money service business ("MSB") as those terms are defined by state and federal law governing MSBs. The Client will not use the FBO Service or the Origination Service in any manner that would cause the Client to become subject to such laws governing MSBs.
  - b. Permits. The Client possesses all licenses, registrations, permits, consents, and other authorizations from any Regulatory Authority necessary to use the FBO Services and conduct all Transactions it requests under this Schedule H.

- c. Network Rules. The Client makes all representations and warranties of an Originator and ODFI that the Client and Bank are required to make in connection with each Transaction made under this Schedule H or Schedule C pursuant to Applicable Law and Rules.
  - d. Compliance. Client will comply with all Applicable Law and Rules in the performance of its obligations under this Exhibit E and in connection with its use of the FBO Services.
11. Reserve. Bank may require Client to fund a reserve account established at Bank in Bank's name ("Reserve Account") in an amount determined by Bank ("Minimum Reserve Balance"). Client grants Bank a first priority security interest in the Reserve Account and the funds therein and proceeds thereof, whether currently possessed or hereinafter acquired, and also grants Bank the rights and remedies of a secured party under Applicable Law with respect to such security interest. Client authorizes Bank to exercise any rights and remedies of a secured party under Applicable Law. Client also authorizes Bank to set off against the funds in the Reserve Account an amount equal to the Transaction Losses (defined below) or any other amount the Client owes the Bank under this Schedule H, or any other provision of the MSA. If the balance of the Reserve Account falls below the Minimum Reserve Balance at any time, Client shall within one (1) Business Day transfer funds to the Reserve Account in an amount necessary to restore the balance to the Minimum Reserve Balance. The Bank will return the balance in the Reserve Account to the Client within 90 days of the termination of the MSA and the Client's satisfaction of all obligations to the Bank under the MSA.
  12. Losses. Client shall be solely responsible for all Transaction Losses incurred by the Bank or any other person in connection with the Client's use of the FBO Service. "Transaction Losses" means (i) losses from all chargebacks, transaction reversals, failed or returned transactions, insufficient funds, dispute resolutions and associated services including fees or fines in accordance with Applicable Law; (ii) losses from all compromised accounts, fraudulent or invalid check deposits (including, but not limited to forged or altered checks and any fraud losses in connection with the checks), unauthorized transactions, checks or payment orders, "errors" (as defined by Regulation E), and all actual or alleged fraudulent or unauthorized transactions related to the Client's use of the FBO Service; (iii) and losses or assessments by a Regulatory Authority that may be incurred by Bank in connection with a Bank service dispute or error or any other unauthorized transaction in connection with a Program.
  13. No FDIC Insurance. Unless otherwise agreed by the Parties in writing, the funds held by the Bank in the FBO Account are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other governmental body, insurer, or guarantor. The Client is expressly prohibited from representing or implying to any person that funds held in the FBO Account for the benefit of any person are insured or guaranteed without the prior written approval of the Bank.
  14. No Interest. Neither the Client nor any person for whose benefit the Bank holds funds in the FBO Account shall not be entitled to any interest or other returns generated by funds received or held in the FBO Account.
  15. DISCLAIMER. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, EACH PARTY SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS HEREBY EXCLUDED BY BOTH PARTIES UNDER THIS AGREEMENT. FBO SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

## SCHEDULE I: POSITIVE PAY SERVICE

Subject to the approval of Bank, in connection with the ACH and check writing privileges you may have in connection with your Account, pursuant to the Deposit Account Agreement and Schedule D (Bill Payment Services), the Bank may provide the Client with a fraud prevention tool that the Client may use to help prevent fraudulent ACH and check transactions on the Account (the “Positive Pay” service). In using the Positive Pay Service and performing its obligations in accordance with this Schedule I, the Client agrees comply with the terms set forth herein and as set forth in the Grasshopper Master Service Agreement (“MSA”).

1. Description of the Service.

- a. Positive Pay (Checks). Positive Pay (Checks) is a fraud tool that Client may use to help prevent check fraud. Client uses the service to provide information to the Bank for all of the checks that the Client writes on the Account, and Positive Pay matches checks presented for payment against the information you provide. If a check is presented that does not match the information you provide, it will be available to review and decision within online banking on the next Business Day. Authorized Users that the Client designates with authority to provide instructions for the Positive Pay services will be able to review and instruct the Bank whether to pay or return the checks. The Bank will automatically return checks if the Client does not instruct the Bank to pay the check by the applicable cut-off time.
- b. Positive Pay (ACH). Positive Pay (ACH) is a fraud tool that helps prevent fraud with ACH debits. Client may review all ACH transactions originated by a third party seeking to debit the Client’s Account, within the timeframe required by the Bank, before they are posted to the Client’s Account. Client may also set filters and rules to instruct the Bank to accept or return ACH transactions initiated or originated by a third party or another financial institution seeking to debit the Account. Subject to the terms of this Agreement, the Bank will block ACH debits that do not conform to the filters and rules set by the Client, or which are otherwise rejected by the Client during the permitted timeframe.

2. Accounts. To use Positive Pay, you must have at least one Account on which you are permitted by the Bank to write checks and conduct ACH transactions.

3. Election. Client is responsible for providing all information about each check written or issued by the Client on the Account, and all rules, filters, and other elections the Client elects for the Bank to use to make a decision on whether to pay or block a transaction (collectively, “Elections”). The Elections must be submitted by following the instructions provided by the Bank, and failure to do so may result in the Bank’s inability to act on the Election, and the payment or nonpayment of checks and ACH transactions in the Bank’s sole discretion. Client’s Elections will be accepted by the Bank provided that the Bank has a reasonable time to act on the Elections and the Elections comply with applicable law and the terms of this Agreement and other limits that may apply to the Account. Elections on ACH transactions will not apply to transactions that have already been posted, Elections that are made after any applicable cut-off time, or for which the Bank does not have a reasonable opportunity to act on the Election before the transaction posts. Client must notify the Bank immediately of any error in any Election or if the Client would like to change the Election with respect to future transactions that have not yet been initiated or posted to the Account. Bank has no responsibility for any errors or omissions in the Elections submitted by the Client. If the Client makes an Election to permit or block transactions to or from a specific person, entity, account or transaction originator (“Originator”), the Client must provide the Bank with the Originator’s name and Originator ID, including the Originator ID of any affiliate or service provider the Originator may use to initiate the transaction. Bank disclaims all responsibility for any losses that may arise from the Client’s failure to provide complete and accurate Elections in a timely manner.

4. Positive Pay (ACH) Elections. If the Client elects the Positive Pay (ACH) feature, the Client may submit an Election:

- a. requesting that the Bank block all incoming requests for an ACH debit entry on an Account.
- b. Requesting that the Bank block all incoming requests for an ACH debit entry on an Account, except for those originated by specified Originators, and in amounts below a limit specified by the Client
- c. Requesting that that the Bank block or permit the Client to review all incoming requests for an ACH debit entry on Account that exceed certain limits, filters, or other Elections provided by the Client to the Bank.

5. Operation of ACH Elections. Elections submitted in the time and form required by the Bank will represent the Bank’s understanding of Client’s intent to make transactions. The Bank may rely on the Client’s Elections until the Client notifies the Bank that it is revoking an Election in the time and manner required by the Bank, and the Bank has had a reasonable opportunity to process that revocation. If the Client submits an Election as set forth in Section 4(a), the Bank will block all ACH debit entries on the Account, as specified by the Client. If the Client submits an Election as set forth in Section 4(b), the Bank will block all ACH debit entries originated by anyone other than the Originators specified by the Client, and all transactions which exceed the amounts specified by the Client. If the Client submits an Election as set forth in Section 4(c), the Bank will block or permit the Client to review all ACH debit entries that exceed the limits, filters or other Elections provided by the Client to the Bank. In the event that Bank provides the Client the right to review ACH transactions that are not automatically paid pursuant to the Client’s Election (“ACH Exceptions”), the Client must review and approve or deny payment for each ACH Exception daily by the applicable cut-off time provided by the Bank. The cut-off time will be displayed through the Online Banking service and may be changed by the Bank at any time, with or without notice to you. ACH Exceptions not reviewed, and approved or denied for payment, prior to the cut-off time will be declined or, if applicable, processed in accordance with the default decision set forth in the Election.

6. Additional Terms for Positive Pay (Checks).

- a. If you order or print checks from any check-printing vendor other than Grasshopper Bank, you agree to insure the MICR encoding ink is of high quality. If you do not use MICR ink, it could result in errors and cause the Positive Pay Service to not properly perform.

- b. If you use any third-party software to send a Positive Pay file to our system, we are not responsible for any such software or any delays, failures, errors or omissions arising from the use of the software. You agree to notify us of your use of the software prior to using it, and we may require you to provide information about the software and submit a test file to ensure that your software is compatible with our system. Elections for check transactions will be available for a decision on the Business Day after the check has posted to the account. The check may post to the Account before the Client may reject the check. If the Client elects to reject or return the check by the applicable cut-off time, the transaction will be reversed on the Account.
- c. The Positive Pay (check) Service enables you to review checks presented to us for payment drawn from your Account. On the Business Day after a check is drawn on and posts to the Account, the Client will have the opportunity to review the check in the Online Banking portal, and instruct the Bank whether to pay or reject the check. The check may post to the Account before the Client has an opportunity to reject the check. If the Client elects to reject or return the check by the applicable cut-off time, the transaction will not be paid, or if it has already posted to the Account, the transaction will be reversed on the Account. You have an obligation to review and approve or deny payment for each check presented to you for a decision on a daily basis, by the cut-off time set by the Bank from time to time. Items not reviewed and approved or denied for payment, prior to the cut-off time will be paid or processed in accordance with any applicable default Election provided to the Bank under this Agreement.
- d. From time to time a Bank representative may contact you by phone for instruction on a Positive Pay decision. In the event that the Bank cannot reach an Authorized User or Primary Administrator for instruction on a Positive Pay decision, the transaction will be paid or processed in accordance with any applicable default Election provided to the Bank under this Agreement. Client may designate a specific Authorized User which is entitled to authorize payment of a check under this Exhibit I. In the event that the Client does not do so, the Bank may rely on the instructions or authorization of any Primary Administrator or Authorized User on the Account on which the check is drawn.

## 7. Remedies

- a. Limitation of Liability. To the extent permitted by Articles 3 and 4 of the Uniform Commercial Code in New York, the liability of the Bank under this Agreement shall be limited as set forth in the Agreement.
- b. Wrongful Honor.
  - i. It shall constitute a wrongful honor by the Bank if it pays, and does not subsequently reverse, a check for which the Client has made a timely Election or decision not to pay the check. In the event of a wrongful honor, the Bank shall be liable to the Client for the lesser of the amount of the wrongfully paid check or the Client's actual damages resulting from the Bank's payment of the check. The Bank retains the right to assert the Client's failure to exercise reasonable care under New York Uniform Commercial Code Section 3-406 and Section 4-406. The Bank retains the right to assert the defense that the Client has sustained no actual damages because the Bank's honor of a check discharged for value for an indebtedness of the Client.
  - ii. If the Bank pays an ACH debit transaction after the Client has made an Election to block all ACH debits, or the Bank pays an ACH debit transaction that does not comply with the Client's Election, it shall constitute a wrongful honor by the Bank unless the Client has separately issued a request to the Bank to make a payment, or the Client elected to pay the transaction after the opportunity to review the transaction, or the Election was not valid for any reason. In the event that there is a wrongful honor, any Bank liability to the Client shall be limited to the lesser of the amount of the wrongfully paid transaction or the Client's actual damages resulting from the payment of the transaction.
- c. Wrongful Dishonor. The Bank shall have no liability to the Client for wrongful dishonor of any check or ACH transaction when the Bank, acting in good faith, returns a transaction unpaid, which the Bank believed was not properly payable, or if it is required to do so by the service of legal process on the Bank, or if it is acting upon the instructions of regulatory or government authorities or the courts. Notwithstanding the preceding sentence, the Bank shall have no liability to the Customer for wrongful dishonor when the Bank, acting in good faith, returns an check that it reasonably believed was not properly payable, or if required to do so by the service of legal process on the Bank, or is acting upon the instructions of regulatory or government authorities or the courts.
- d. Rightful Payment and Dishonor. Except as provided in Section 7(c), if the Bank honors a check in accordance with Section 6, the honor shall be rightful, and Customer waives any right to assert that the check was not properly payable. If the Bank dishonors check in accordance with Section 6, the dishonor will be rightful and the Client waives any right under applicable law to assert that the dishonor was wrongful. Client agrees that the Bank exercises ordinary care whenever it rightfully pays or returns a check consistent with the provisions of this Agreement.

## SCHEDULE J: LOCKBOX SERVICES AGREEMENT

**This Lockbox Services Agreement supplements the Agreement and provides additional terms and conditions to govern your use of the Grasshopper Bank, N.A. lockbox services. If approved by Bank in connection with a Program, Bank will provide Lockbox Services in accordance with the terms set forth in this Schedule J (Lockbox Services), and Client shall comply with the terms set forth herein and as set forth in this Agreement. By using the Lockbox Services, you agree to and are subject to the terms of the Agreement. The Lockbox Service is offered as a convenience and supplemental to the Service and your Accounts, and other products and services we offer to you.**

### **Section 1. THE SERVICE.**

These Lockbox Service Terms (the "Service Terms") set forth how the Bank will process Checks and other items payable to Customer (collectively, "Payments") directed to a Lockbox for deposit to Customer's Account (the "Service"). The Service is also subject to the General Provisions of the Treasury Management Terms and Conditions Agreement (the "Agreement") as if fully incorporated herein and all Applicable Laws. In the event of a conflict between these Service Terms and other terms in the Agreement, these Service Terms shall control. Unless otherwise defined herein, any capitalized terms shall have the meaning as set forth in the Agreement. Any reference to the Agreement herein shall be deemed to include these Service Terms.

### **Section 2. IMPLEMENTATION.**

Bank and/or Bank's Service Provider are hereby authorized on Customer's behalf to rent the number of post office boxes ("Lockboxes") as mutually agreed are necessary in order to process Customer's anticipated volume of Payments. Customer authorizes Bank and its Service Provider to act as Customer's agent with exclusive and unrestricted access to the Lockbox for the purpose of collecting and processing all Payments and other materials contained in the Lockbox (collectively, "Mail"), to make deposits to Customer's designated Account, and to act on behalf of Customer in accordance with the applicable Operational Instructions. The term "Bank" may be used interchangeably in these Service Terms to refer to both Bank and its Service Provider when used in relation to the receipt and processing of Mail in the Lockbox and otherwise providing the Service as described herein.

### **Section 3. SERVICE OPTIONS.**

Bank offers different Service options based on the needs of the Customer, including:

Wholesale Lockbox – targeted to customers that receive a low volume of large-dollar business-to-business payments.

Retail Lockbox – targeted to customers that receive a high volume of low-dollar consumer-to-business payments.

### **Section 4. PROCESSING AND REPORTING.**

- (a) Timing. Bank will use commercially reasonable efforts to remove all Mail from the Lockbox on each Business Day in accordance with Bank's then-current mail collection schedule and as updated by Bank from time to time. Mail shall not be deemed to have been received by Bank until the Business Day it has been received by Bank and made available for processing after being picked up by Bank from the designated mail facility, or as applicable, delivered to Bank at the address Bank specifies. If the Mail is made available to the Bank for processing on a day that is not a Business Day or after the Cutoff Time on a Business Day, then the Mail will be deemed to have been received and made available for processing on the next Business Day.
- (b) Exception Items; Remittance Materials. Banks may refuse to accept any Mail that it deems inappropriate, such as packages or boxes. All Mail that Bank does not accept for deposit or collection will be returned to Customer without further processing using the method designated in applicable Operational Instructions. In addition, remittance material, correspondence and exception items received in the Lockbox, as applicable, may be processed or returned without processing as indicated in the Operational Instructions.
- (c) Acceptable Payees. Payments sent to the Lockbox must be payable to Customer or to a payee whose name Customer has provided to Bank (including reasonable variations thereof, an "Acceptable Payee"). Customer represents and warrants to Bank that Customer is duly authorized to receive all payments payable to each Acceptable Payee and to deposit or process the payments into Customer's Account. Items received in the Lockbox which are not payable to an Acceptable Payee may not be processed.
- (d) Check Handling. Customer understands that, unless otherwise agreed by Bank in the Operational Instructions, Bank processes Checks using automated processing equipment and Bank does not manually inspect any Checks received in the Lockbox. Customer acknowledges that the cost of manual processing would be significant, and Customer does not wish to incur such costs. This means that post-dated, stale-dated, undated and unsigned Checks can be processed and deposited. Customer releases Bank from all liability for processing Checks received in the Lockbox that are not properly payable to Customer or another Acceptable Payee, missing signatures or endorsements, contain restrictive endorsements or have other problems. Any Checks that cannot be processed through Bank's standard procedures will be considered exception items and will be returned to Customer.
- (e) Endorsements. Customer irrevocably makes, constitutes and appoints Bank (and all persons Bank designates for such purpose) as Customer's true and lawful attorney-in-fact to endorse Customer's name on any Checks received with the Lockbox endorsement used by Bank.
- (f) Foreign Checks. Checks drawn on a bank located outside the United States and/or payable in foreign funds (non-U.S. Dollars), when identified during processing, will either be processed on a collection basis or returned without processing, as indicated in the applicable Operational Instructions. Credit will be posted to the Customer's designated Account only upon receipt of paid collections, less all fees and charges.
- (g) Availability of Funds. Unless Bank has provided a separate funds availability schedule for the Service, Bank will make funds available from the Payments received in the Lockbox in accordance with the Deposit Availability Disclosure in Bank's Rules Governing Deposit Accounts.
- (h) Reporting. If available and elected by Customer, Customer may receive from the Bank a data file via File Delivery showing lockbox activity as designated in the applicable Operational Instructions. Images may be available through one or more reporting options or upon request, and Bank may destroy the originals if images are reported to Customer.

## Acceptance of Master Services Agreement

By electronically signing or accepting this Grasshopper Bank Master Service Agreement and this Acceptance of Master Service Agreement, the Client hereby agrees to be bound by the Grasshopper Bank, N.A. Master Service Agreement, together with each applicable Service Description, including any Supporting Documents, corresponding exhibits, schedules or attachments to the same, which apply to the services provided by the Bank to the Client (collectively referred to herein as the “Agreement”).

By electronically signing or accepting the Agreement, the Client further represents, warrants, covenants and agrees that:

The Client has determined that it is in the best interest of the Client to enter into the Agreement in connection with the Services and subject to the terms and conditions of the Agreement, as amended from time to time;

If required by the by-laws or organizational documents of the Client to enter into this Agreement, the Board of Directors has, at a meeting duly called and held, at which a quorum was present and acting throughout, voted to authorize and appoint the signatory or Client representative who electronically signs or accepts this Agreement on behalf of the Client (the “Authorized Representative”), to execute and accept this Agreement on behalf of the Client;

The Client will, upon request of the Bank, deliver to the Bank all resolutions and meeting minutes of the Board of Directors, or other Client resolution authorizing the Authorized Representative to execute and accept this Agreement on behalf of the Client;

The Authorized Representative who signs, executes or accepts this Agreement, whether electronically or in writing, is duly authorized to bind the Client to this Agreement and all of the obligations of the Client set forth herein, and is authorized to negotiate terms and conditions of the Agreement, amendments or supplements to the Agreement, and to enter into such other agreements, supplements and amendments as Client or Bank, individually or jointly, determines to be appropriate, including amendments or supplements;

The authority given to the Authorized Representative will continue, and the Bank may rely on the actions of the Authorized Representative, 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;

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 Agreement and to all services described in the Agreement or provided by the Bank to the Client under this Agreement;

Any addition, deletion or change to the Agreement 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; and

The Agreement 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 Agreement (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 Agreement (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;

The electronic signature or acceptance of the Authorized Representative shall have the same force and effect as a signature in ink on behalf of the Client;

This Agreement, as accepted by the Authorized Representative, electronically or in writing, constitutes a binding agreement and obligation of the Client.

**Certification of Authorized Representative:** By electronically signing or accepting this Agreement, I, the Authorized Representative, hereby certify that I am duly authorized and appointed by the Client to accept this Agreement and bind the Client to this Agreement and all of its obligations hereunder. I further certify that this authorization is in full force and effect, and has not been amended, modified, or repealed. I 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.