

Business Deposit Account Agreement and Disclosures

TABLE OF CONTENTS

- A. Our Agreement
- B. Account Basics
- C. General Rules Governing the Account
- D. Responsibilities, Liability, and Limitations
- E. Electronic Funds Transfer Disclosure and Special Terms and Conditions
- F. Arbitration and Waiver of Jury Trial
- G. Funds Availability Policy
- H. No Interest Earning on Account

A. Our Agreement

This Business Deposit Account Agreement (“**Account Agreement**”) is for the business demand deposit account available to commercial, i.e., business, customers (“**Account**”). The Account and its banking services are made available by **Regent Bank**, State of Oklahoma, Member of the Federal Deposit Insurance Corporation (FDIC) (“**Bank**”). Treez Inc. (“**Swifter**”) is the program manager responsible for managing the Swifter business deposit account program. For purposes of this Account Agreement:

“**We**,” “**our**,” and “**us**” refer to the Bank, our successors, affiliates, or assignees.

“**Customer**” refers to the legal entity for which the Bank has opened an Account.

“**Authorized User**” refers to a key officer and/or owner of the Customer that owns the Account, which person has authority to deposit, withdraw, and exercise control over the Account.

“Additional User” refers to the person(s) to whom the Authorized User has given access to the Account and the ability or authority to take certain actions, including the ability to view, deposit, or withdraw, via the Account Access feature.

We reserve the right to not make the Account available to businesses engaged in certain industries, including but not limited to the following: gambling, pornography and paraphernalia, firearms and paraphernalia, illegal substances, penny auction companies, money service businesses, and bulk exchanges of virtual currency (e.g., cryptocurrency). In addition, Customer may not offer or provide any banking or financial services to any third parties through the Account.

Because access to the Account will be available through [Swifter Portal](#) (“**Website**”), Customers must agree to receive documents electronically. Customer is responsible for providing Swifter with a correct and operational email address. Customer must promptly notify the Bank or Swifter of any change to its email or postal mailing address, or if Customer is unable to access Account information through the Website. Neither Bank nor Swifter will be liable for any adverse effects to Account as a result of undelivered mail or email or Customer’s inability to access Account information through the Website due to a failure to promptly notify Bank or Swifter of a change to Customer’s postal mailing or email address. Neither Bank nor Swifter is responsible for any costs Customer incurs to maintain internet access or an email account.

1. Consent to the Terms of this Account Agreement.

By applying for or using services provided by the Bank, Customer is agreeing to the terms and conditions of the Account. Disclosures provided when the Account request was completed, the Swifter Website was used, additional disclosures provided to Customer for additional Account-related products and services, and/or any other disclosures or terms, including Swifter Terms of Service available [here](#) and Treez Terms of Service available [here](#); We or Swifter provide are considered part of or supplement this Account Agreement. Continued use of the Account also means the ongoing agreement of Customer to this Account Agreement, and by continuing to use the

Account, Customer further agrees to pay any fees due and outstanding associated with the Account, including giving us the right to collect such fees directly from the Account balance. Customer is responsible for the accuracy and completeness of all information supplied to the Bank and/or Swifter in connection with Account.

2. Amendments to this Account Agreement.

We and Swifter may amend this Account Agreement at any time by posting the amended documents (including this Account Agreement) at the Website, and any such amendment shall be effective upon its posting to the Website. The current Account Agreement is available at the Website. To the extent possible, we will provide reasonable notice of an adverse change to this Account Agreement in writing or by any method permitted by law. If a change is made for security or related purposes, however, it can be implemented without prior notice. When we amend this Account Agreement, the updated version supersedes all prior versions and shall govern the Account. Customer's continued maintenance or use of the Account after any such amendment will be deemed acceptance of it and Customer will be bound by it. If Customer does not agree with an amendment, Customer may close Account as provided in this Account Agreement. Customer's termination of this Account Agreement, as evidenced by closing an Account, will not affect any of our or Swifter's rights or Customer's obligations arising under this Account Agreement prior to such termination.

3. Closing the Account.

Bank reserves the right to close the Account at any time. Such action or notification of such action may also be taken and will be communicated by Swifter. Authorized User may communicate instructions to close the Account by sending an email message to Customer Support at the Email Address below. After the Account is closed, we have no obligation to accept deposits or pay outstanding items but may do so at our discretion, and any access device will no longer be active. Customer agrees to hold us and Swifter harmless for honoring or refusing to honor any check, paper draft, or other item on a closed Account. If a balance remains in the Account at the time of its closure, a check or

checks made payable to Customer will be sent to the mailing address on file in our records within fourteen (14) business days of the final transaction and/or of receiving the proper request to close the Account. Bank reserves the right to refuse to return any remaining balance less than \$2.00.

4. Contact Policy Regarding Account Servicing and/or Collections.

By providing us with a telephone number for a cellular phone or other wireless device, including a number that Customer later connects to a cellular device, Customer is expressly consenting to receiving calls and messages, including auto-dialed and artificial or pre-recorded voice message calls and SMS messages (including text messages) and emails (“**Communications**”) – from us, Swifter, our affiliates, Swifter’s affiliates, our agents, and Swifter’s agents related to Customer’s Account, any transaction, and/or Customer’s relationship with us or Swifter. Customer acknowledges that automated calls or text messages may be made to any telephone numbers that Customer or Additional User has provided or may provide in the future even if Customer’s telephone number is registered on any state or federal Do Not Call list. Customer agrees that Swifter may obtain, and Customer expressly agrees to be contacted at, any email addresses, mailing addresses, or phone numbers provided by Customer, its representative, Authorized User or Additional User at any time or obtained through other lawful means, such as skip tracing, caller ID capture, or other means. Customer agrees to receive automated calls and text messages from Swifter, its affiliates, agents, sales and customer service representatives, even if Customer cancels its Account or terminates its relationship with us, except if Customer opts-out. Calls, data, and messages may incur excess fees from the Customer’s cellular provider, as to which Customer is responsible.

5. Confidentiality.

We or Swifter may disclose information to third parties about the Account or any related transactions:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of an Account for a third party, such as a merchant;
- In order to comply with government agency, law enforcement, court order, subpoena, or other legal or administrative reporting requirements;
- Upon the Customer's written consent;
- To our or Swifter's employees, auditors, affiliates, service providers, or attorneys as needed; or
- Otherwise as necessary to fulfill our obligations under this Account Agreement.

6. Customer Support.

For "Customer Support" assistance or additional information about the Account, please contact us at the "Address," or "Email Address" below:

Address: Treez, Inc. 548 Market Street #97004, San Francisco, CA 94104

Email Address: treezpay@treez.zendesk.com

Agents are available Monday – Friday 8am-8pm PT (excluding Federal Reserve Bank holidays).

7. Telephone Monitoring/Recording.

Customer acknowledges that Bank and Swifter may monitor and/or record telephone calls with Authorized User and/or Additional User to ensure the quality of our Customer Support team, and also when contacting Customer regarding servicing and, if implicated, collections, or as required by applicable law and Customer agrees to such monitoring and recording.

8. No Warranty Regarding Goods or Services.

Neither we nor Swifter is responsible for the quality, safety, legality, or any other aspect of any goods or services Customer purchases using the Account.

B. Account Basics

1. Opening the Account.

Important information about procedures for opening a new Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business that opens an Account. We will ask for the name, address, date of birth, and other information that will allow us to identify the Authorized User who is opening the Account. We may also ask to see a copy of Authorized User's driver's license or other identifying documents. In addition, we will ask for other information related to Customer. If we are not able to validate the identity or authenticity of the Authorized User or the Customer to our satisfaction, we may not open the Account. If we are unable to validate the identity of an Authorized User, we may not provide access to the Account.

To open an Account, the Authorized User must:

- Be at least 18 years old;
- Be a natural person;
- Be the owner of Customer, which shall be the small- or medium-sized business intended to use the Account; and
- Have a verifiable address in one of the fifty (50) United States or the District of Columbia.

Further, each Authorized User may only open Accounts for up to ten (10) or fewer business entities. We may choose to allow you to open Accounts in excess of this limit at our discretion but any such Account opened is subject to closure at any time. The Customer's business described above may not be a political campaign or related entity. We or Swifter may use information from, and share information with, third parties to help us determine if we should open an Account.

2. Business Deposit Account.

A business deposit account is a deposit account within the meaning of Article 9 of the Uniform Commercial Code (“**UCC**”) that is not held or maintained primarily for personal, family, or household purposes. Examples of business deposit accounts include an account owned by an individual acting as a sole proprietor; a partnership; a limited partnership; a limited liability partnership; a limited liability company; a corporation; a joint venture; or a not-for-profit corporation. The Account is a business deposit account.

3. Additional User.

Customer may add an Additional User to the Account using the “Account Access” feature on the Swifter dashboard. Customer is responsible for all authorized transactions initiated and fees incurred by use of the Account. If an individual (including but not limited to Additional User(s)) is permitted access to Account, Account number(s), or PIN, we and Swifter will treat this as if Customer has authorized such use and Customer will be liable for all transactions and fees incurred by such person(s). Customer is wholly responsible for the use of the Account according to the terms and conditions of this Account Agreement. Neither we nor Swifter is responsible for any action taken by any Additional User and Customer agrees to indemnify us and Swifter in connection with any action taken by any Additional User. Customer is responsible for terminating any Additional User’s access to Account using the Account Access feature. Bank and Swifter may continue to recognize an Additional User’s authority until Bank or Swifter has received and has had a reasonable time to act upon and process an access termination request from Authorized User.

4. Authorization and Indemnification.

Customer authorizes Swifter and the Bank to:

- view and obtain information about the Account;
- provide information to service providers about Account balances and transactions; and

- transact on the Account as necessary for purposes of reconciliation, fee credits or debits, dispute-related adjustments, and any other applicable accounting corrections.

5. Compliance with Laws and Regulations.

Customer agrees to comply with all laws applicable to Account Agreement, including but not limited to regulations or ordinances, orders of governmental and governing authorities, federal and state privacy laws, and anti-money laundering laws. Customer shall indemnify Swifter and the Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties or agreements.

6. Our Relationship with the Customer.

This Account Agreement and the deposit relationship do not create a fiduciary relationship between Bank or Swifter and Customer, Authorized User, or any Additional User.

7. Business Days.

Our business days are Monday through Friday, excluding Federal Reserve Bank holidays, even if we are open. Any references to "days" in this Account Agreement are calendar days unless indicated otherwise.

8. Our Right to Block the Account.

As part of our loss prevention program or for security, legal, or regulatory reasons, when we or Swifter suspect that irregular, unauthorized, or unlawful activities may be occurring in connection with the Account, Bank may block, freeze, suspend, or place a hold on the Account balance (and any other accounts Customer maintains with Bank) pending an investigation of such suspected activities. If Bank blocks Account, Bank will give any notice required by the laws governing Account.

9. Our Right to Limit Transactions and Account Features.

For security, reputational, legal, or regulatory reasons, and as part of our loss prevention program and verification processes, we or Swifter may, at our sole discretion, with or without prior notice, limit the availability, type, amount, or number of transactions you can make, or functionality you can use, with the Account including, but not limited to: (i) the ability to transfer funds to the Account from an external linked account or vice versa; (ii) restrictions to comply with applicable law or to limit our liability or exposure; and (iii) other restrictions to prevent fraud or other losses.

For security reasons, to prevent fraud, and/or to comply with legal obligations, we or Swifter may ask for additional information from you and/or from third parties. We may put your payment, deposit, or your payment method on hold for review. If you do not cooperate with our review process, your deposit or payment may be delayed or declined, and we reserve the right to take any actions necessary with your Account, including the closure of your Account. We reserve the right to limit or refuse your use of a particular payment method for any reason at our sole discretion. We may impose limitations on the size, frequency, and timing of payments or deposits. We may decline to make payments or deposits or otherwise deny you use of the Account, and we may decline to explain why.

10. Force Majeure.

Bank and/or Swifter in its role as program manager and Customer will not be deemed in default of any of its obligations under Account Agreement if its performance is delayed, hindered, or becomes impossible because of any act of God or of any public enemy, hostilities, war (declared or undeclared), guerilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, pandemic, act of government or its agencies or officers, power interruption or transmission failure, or any cause beyond the control of Bank and/or Swifter or Customer (each a “**Force Majeure Event**”).

C. General Rules Governing the Account

Neither the Account, nor Customer's obligations under this Account Agreement, may be assigned. We may transfer our rights under this Account Agreement. Use of the Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Account Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of the Agreement shall not be affected. This Account Agreement will be governed by the law of the State of Delaware except to the extent governed by federal law.

1. Deposits to the Account.

Except for Account-only cash transfers, make deposits to the Account using any of these methods:

<u>Transaction Type</u>	<u>Frequency and/or Dollar Limits¹</u>
Automated Clearing House (ACH) transfer initiated from an external financial institution	No limit.

Feature subject to availability and restrictions/limitations. See Section B, Subsection (9) (*"Our Right to Limit Transactions and Account Features"*) above for more information. A qualifying transfer must originate from an external account owned by a qualifying Customer or Authorized User. The external account must be linked to your Account. The owner of the external account must validate the linking through the use of bank credentials and multi-factor authentication where applicable.

2. No Cash, Paper Checks or Foreign Currency.

We are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us. Further, we do not accept the following types of deposits:

- **Cash** – We do not directly accept deposits made in cash. Any cash transfers mailed to us or Swifter will be sent back by standard U.S. mail to the Customer's address on file. See sub-section 1 above, (*"Deposits to the Account"*) for additional details regarding the use of third-party money transfer services used to deposit cash funds into the Account.
- **Paper Checks**– Personal checks, business checks, cashier's checks, money orders and any other type of paper check or payment may not be deposited by mail. All checks and money orders sent to us or Swifter for deposit will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be deposited to the Account at our discretion.
- **Foreign Currency**– We do not accept deposits of foreign currency. Any deposits received in foreign currency will be sent back by standard U.S. mail to the Customer's address on file.

3. Direct Deposits or ACH Credits from an External Account at Another Financial Institution.

The payee name on any direct deposit(s) or ACH Credit(s) we receive should match the Customer name, Authorized User name or Additional User name associated with Account. Deposits received in any other name may be returned to the originator.

4. ATM Deposits.

The ability to make ATM deposits is not available.

5. Funds Availability.

See Section G (*"Funds Availability Policy"*) for details.

6. Deposit Corrections.

If funds are incorrectly deposited or transferred into Account, we may correct the situation by deducting the amount of the erroneous deposit from Account without prior notice to Customer. If there are not enough funds in the Account at that time, the Account could become overdrawn. See sub-section 7 (“*No Overdrafts*”) below for more information about what occurs if the Account has a negative balance.

7. No Overdrafts.

The Account may not be overdrawn. If the available balance in the Account is insufficient to cover any authorized payment, withdrawal, or check, we can refuse to honor the payment, withdrawal, or check. If the Account balance should become negative for any reason, a deposit or deposits must immediately be made to cover the negative balance. You have no right to defer payment of this negative balance. If your Account balance becomes and remains negative, Bank or Swifter, on behalf of Bank, can use the funds in your Account to repay the negative balance in your Account without any further notice to or demand on you. Moreover, Swifter, on behalf of the Bank, has the right to set-off any liability, direct or contingent, past, present or future that you owe against your Account. Further, you grant the Bank a lien on and security interest in the funds on deposit in your Account as security for all of your liabilities and obligations to Swifter or the Bank, as applicable, now or in the future. If the Account has a negative balance for sixty (60) calendar days, it will be closed and Swifter, Swifter’s affiliates, and/ or Swifter’s agent or retained third party, including but not limited to attorneys or law enforcement, may commence collection activities. Bank or Swifter may pursue any lawful remedy to resolve any negative Account balance, and Customer agrees that Swifter or Bank, as applicable, is entitled to collect from Customer any and all costs and expenses (including but not limited to the reasonable cost of an attorney) associated with any such efforts, including but not limited to arbitration or litigation, in accordance with applicable law.

8. Unauthorized or Incorrect Debits from the Account.

Customer Support must be notified no later than 1:00 PM PT on the business day following the date of an unauthorized direct debits (“**ACH Debit**”) or a debit by check is made to the Account in order for the item to be returned to the originator. If notification is received after this deadline, we may be unable to return the item and Customer may be responsible for losses it incurs. To provide notice of an unauthorized or incorrect debit from Account, contact Customer Support at our Email Address.

9. Levies, Garnishments, and Other Legal Processes.

If the Account becomes subject to legal action, such as a tax levy or third-party garnishment, we reserve the right to refuse to pay any money from the Account, including checks, ACH Debits, or other items presented for payment, until the action is resolved. If we are required to pay an attachment, garnishment or tax levy, we are not liable to Customer. Payment is made after satisfying any fees, charges, or other debts owed to us. Until we receive the appropriate court documents, we may continue to process transactions against the Account, even if we have received an unofficial notification of an adverse claim. Customer will indemnify us for any losses if we do this.

10. Account Dormancy and Escheatment.

Subject to applicable law, any Account that has (i) been inactive for six (6) months following the opening of Account, or (ii) inactive for twelve (12) months, may be subject to closure at the Bank’s discretion. If the Account is inactive for a period of time it may be considered dormant and subject to escheatment. Each state has varying laws as to when Account will be subject to escheatment and we may be required to send the balance of Account to the state of Customer’s last known address. We will make all reasonable efforts to contact the Customer before transferring the remaining balance of the Account to the appropriate state.

11. Periodic Statements.

Periodic statements for the Account will be made available to Customer each month on the Website and are considered to be correct. Carefully review the statement for each statement period and notify us of any discrepancies within thirty (30) days of the statement becoming available.

D. Responsibilities, Liability, and Limitations

1. Customer's Acknowledgement.

Customer acknowledges (i) the inherent risks and responsibilities associated with conducting business via the internet and that there can be no assurance that inquiries or transaction activity will be completely secure, despite any security procedures established by us such as firewalls, passwords, and data encryption. Customer also understands that access to the Website will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium, and further agrees neither we nor Swifter is responsible for any such delays, malfunctions, or inconveniences; (ii) Customer is responsible for maintaining all equipment required for its access to and use of Account; and (iii) Customer authorizes Swifter, Bank, or any third party on Swifter's or Bank's behalf, to serve as agent in processing transaction instructions received from Customer via the internet, and to post such transactions to Account. Customer will be solely responsible for the timeliness, accuracy, and adequacy of the data entered as well as the completeness of any instruction entered, including when entering instructions for multiple transactions and/or scheduled transactions.

2. Customer's Additional Responsibilities.

Customer is responsible for actions that may be taken by anyone using the Website after signing in with the Authorized User's or Additional User's Account Credentials, except as otherwise set forth herein or as part of this Account Agreement. We and Swifter are entitled to rely and act upon instructions received using the Authorized

User's Account Credentials. Customer is further responsible for keeping its Account Credentials confidential and for ensuring that the Authorized User and any Additional User has signed off the Website when a session is complete to prevent unauthorized persons from accessing Account.

3. Disclaimer of Warranties.

To the fullest extent permitted by law, we and Swifter do not make any warranties of any kind related to the Website, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We and Swifter further do not warrant that the Website or any functionality will be uninterrupted or error-free, that defects will be corrected, or that the Website are free of viruses or other harmful components. CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS USE OF THE WEBSITE AND ACCOUNT SHALL BE AT CUSTOMER'S SOLE RISK, AND THAT THE WEBSITE IS PROVIDED ON AN "AS IS" BASIS.

4. Information Processing and Reporting.

Bank and Swifter will not be responsible for determining the accuracy, timeliness or completeness of any information or instructions that an Authorized User or Additional User provides to us for any service related to Account. Customer agrees to maintain adequate backup files of the data it submits for a reasonable period of time in order to facilitate any needed reconstruction or reprocessing of Customer's transactions (e.g., due to a telecommunication failure). If we are unable to provide processing services for any reason, we will take reasonable steps to resume processing within a reasonable timeframe.

Bank and Swifter may also permit Customer to upload invoices, bills, or similar documents to Customer's Account, including through the use of an email address specifically for this purpose. Customer is solely responsible for any such documents uploaded, created, recorded, processed, approved, paid, and/or synced or shared with third parties through Customer's Account. Neither Bank nor Swifter is responsible for

any such documents, including those that are misdirected or not received, nor are Bank and Swifter responsible for the contents of any documents uploaded through this service. As email may not always be a secure method of communication, Bank and Swifter do not permit documents containing non-public personal information that identifies, relates to or could reasonably be linked to an individual consumer or household to be emailed to the Account through this service and any failure to comply with this limitation by Customer shall be at Customer's sole risk. Bank and Swifter make no representations or warranties about the security of documents uploaded via this service including through email. Customer agrees to be fully liable for any alleged or actual misuse of this service, including the content of documents forwarded to the provided email address.

5. Unauthorized Transactions and Errors.

Bank's security procedures are not designed for the detection of errors such as duplicate payments or errors contained in Customer instructions. Neither we nor Swifter will be obligated to detect errors by Customer, Authorized User, Additional User, or others, even if we take certain actions from time to time to do so. It is Customer's responsibility to immediately call Customer Support upon belief any Account Credentials have been lost, stolen or otherwise made available to an unauthorized person, or that someone has viewed, downloaded, or deleted electronic records from Account without Customer's permission, or if Customer, Authorized User, or Additional User suspects any fraudulent or unauthorized activity (including errors) on Account. Customer further agrees to comply with all notification requirements set forth in this Account Agreement. Customer's liability for any unauthorized transactions (including errors) will be determined based on the terms set forth in this Account Agreement. Customer agrees to promptly repay any amount erroneously credited to the Account.

6. Data and Information Supplied by the Customer.

Customer shall transmit or deliver data and other information in the format provided for in this Account Agreement. Customer shall have the sole responsibility of ensuring the

accuracy and correctness of the data transmitted. Customer acknowledges and agrees Bank shall not examine the data for correctness and that neither Bank nor Swifter shall have any responsibility for detecting errors in the data transmitted by Customer. The data transmitted by Customer must be legible, correct, and complete. Bank shall not process, nor will Bank be liable to Customer for failure to process, the data if it is not in the format specified by Bank or Swifter or if the data is incomplete. Neither Bank nor Swifter shall be liable for errors or omissions caused by data that is rejected as the result of Customer's failure to provide the data in accordance with the standards specified in Account Agreement, or applicable instructions. Customer agrees Customer shall be solely liable for, and neither Bank nor Swifter shall have any liability whatsoever for, any data or other information that is not received by Bank or for any data or other information that is intercepted or altered by an unauthorized third party. Customer agrees that Bank has no obligation to accept any data or other information and, therefore, may reject any data or other information transmitted or delivered by Customer in connection with this Account Agreement.

7. Data Review.

Customer has sole responsibility for confirming the accuracy and validity of all information, data, entries, and processing services prepared by Bank and delivered to Customer in connection with Account. Customer agrees to carefully review all records and other information provided or made available to Customer by Bank or Swifter and to report any discrepancies within thirty (30) days of Customer's receipt of the record or other information showing such discrepancies. Customer's failure to promptly report to Bank within such specified time the existence of any discrepancies in any record or other information constitutes Customer's acceptance of the record or other information as valid and accurate and shall preclude Customer from asserting against Bank or Swifter any claims arising from or any loss caused by the discrepancy.

8. Limitations of Bank's Liability and Obligations to Customer.

In the performance of the services required by this Account Agreement, Bank and Swifter shall be entitled to rely solely on the information, representations and warranties provided by Customer, including with respect to its Authorized User and Additional Users, pursuant to this Account Agreement. Except as otherwise specifically provided by law, Bank shall be responsible only for performing the services expressly provided for in this Account Agreement and shall be liable only in the event of loss due to its gross negligence or willful misconduct in performing those services. In no event shall Bank or Swifter have any liability for any consequential, special, incidental, punitive or indirect loss or damage which Customer may incur or suffer in connection with Account Agreement, whether or not the likelihood of such damages was known or contemplated by Bank or Swifter and regardless of the legal or equitable theory of liability Customer may assert. Bank is not liable for any damages Customer may incur due to a delay in Swifter providing Bank with any notices or information Swifter receives from Customer. Customer agrees to indemnify and hold harmless Bank and Swifter and to promptly pay on demand, any and all losses arising from (a) any actions or omissions taken by Bank or Swifter in accordance with this Account Agreement or (b) any action or omission taken by Customer. These indemnifications shall apply, without limitation, to any losses arising from the dishonor of any check or other debit item. In addition, Customer agrees to indemnify and hold Bank and Swifter harmless from and against any loss, charge, liability, cost, fee or expense (including but not limited to attorneys' fees and expenses) that Bank and/or Swifter, as applicable, suffer or incur resulting from any third-party lawsuit, claim, arbitration or other action, actual or threatened, arising under or in connection with this Account Agreement.

Without limiting the foregoing, Bank and Swifter shall not be liable for and Bank and Swifter 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 communications facilities, equipment failure, war, act of terror, emergency conditions, or other Force Majeure Events. To the extent allowed by law, Bank and Swifter shall not be liable for and shall be excused from failing to process or any delay in processing a transfer of funds (i) if, in

Bank's or Swifter's sole discretion, processing a transfer would violate or contribute to the violation of any law, regulation or regulatory requirement; or (ii) if processing a transfer, in Bank's or Swifter's sole discretion, would cause it to engage in an unsafe and unsound practice. Without limiting the generality of the foregoing, in no event will Bank's or Swifter's liability for any loss, cost, or liability arising from the Bank's or Swifter's gross negligence or willful misconduct exceed the average monthly charge for the Account-related services in question for the month preceding the date of loss, except as otherwise required by UCC Article 4A. Any claim, action or proceeding by Customer to enforce the terms of Account Agreement or to recover for any Account-related loss must be commenced within one (1) year from the date that the event giving rise to the claim, action or proceeding first occurs. Customer agrees to cooperate with Bank and Swifter in any loss recovery efforts Bank or Swifter undertakes to reduce any loss or liability that arises in connection with Account. Customer acknowledges any Bank fees have been established in contemplation of: (a) these limitations on Bank's liability; (b) Customer's agreement to review statements, confirmations, and notices promptly and to notify Bank immediately of any discrepancies or problems; and (c) Customer's agreement to assist Bank or Swifter in any loss recovery efforts.

9. Current Day Balance Information and Current Day Transactions.

Customer acknowledges that Account information regarding the current day may change. For instance, over-the-counter items may not be reflected and interruptions in communications can occur and Bank shall not be responsible for current day balance or current day transaction information. Customer acknowledges that Customer's decisions based on Bank's information on current day balances and current day transactions must take into consideration information that is known or should be known to Customer, Authorized User, Additional User, or Customer's employees and not known to Bank or not reflected in the current day balance or transaction information Customer obtains from Bank.

10. Data Usage.

Customer acknowledges that Bank and Swifter will receive Customer's request for an Account and transaction data for separate use, including but not limited to, use by Bank and Swifter for marketing and credit purposes pursuant to Bank's [Privacy Policy](#) and Swifter's [Privacy Policy](#).

E. Electronic Funds Transfer Disclosure and Special Terms and Conditions

The account number for Account and bank routing number can be used for ACH Debits and ACH Credits.

Note: The payee name on any direct deposit(s) or ACH Credit(s) we receive should match the Customer name, Authorized User name or Additional User name associated with the Account. Any deposits received in any other name may be returned to the originator.

Bank and/or Swifter may offer Customer the ability to initiate a "Same Day Entry" as defined in the operating rules of the National Automated Clearing House Association ("NACHA") with access to this service ("**Same Day ACH**") at the discretion of Bank and/or Swifter. The provisions in this Section E apply to Same Day ACH except where specified.

1. Cut-off Time.

The cut-off time for scheduling ACH transfers is 6:00 PM ET. The cut-off time for scheduling Same Day ACH transfers is 1:15 PM ET.

Any transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day.

2. Transaction Limits.

For outgoing ACH transfers originated from the Account, the following limits apply:

<u>Transaction Type</u>	<u>Frequency and/or Dollar Limits</u>
ACH transfers to an external account*	No limit to the number of payments per calendar day; \$20,000.00 per ACH transaction; up to \$100,000.00 per 30-day period for outgoing wire and ACH transfers combined.

*We may choose to allow ACH transfers in excess of the specified limits at our discretion. ACH transfers from the Account are aggregated for determination of frequency and dollar limits.

3. Electronic Funds Transfer Services.

The following terms are used to describe Electronic Funds Transfer (“EFT”) services. “Automated credits” or “direct deposits” are deposits made to the Account by electronic means. “Automated debits” and “automated payments” indicate payments authorized by Customer to be made from the Account by electronic means.

When Customer accepts direct deposits or authorizes automatic payments/debits or transfers to or from the Account, the following special terms and conditions apply.

4. Notice Disclosure.

Under the operating rules of NACHA, which sets the rules for Account ACH transactions, we are not required to give next-day notice of receipt of an ACH item, and we will not do so. We will, however, continue to notify Customer of the receipt of payments in the periodic statements.

5. Choice of Law Disclosure.

Because the Account is a business account and not for personal, family or household use, these payments are not subject to the Electronic Funds Transfer Act. Customer's rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Delaware as provided by the operating rules of NACHA, which are applicable to ACH transactions involving the Account.

6. Types of Electronic Funds Transfers Available.

- Customer may arrange with another party to electronically deposit funds on a one-time or recurring basis directly to the Account.
- Customer may authorize another party, such as a merchant, to make a one-time or recurring payment(s) using account number for the Account and bank routing numbers, directly from the Account subject to the established limitations on withdrawals and transfers.

7. Direct Deposits or Automated Credits.

If Customer has arranged to have direct deposits made to the Account at least once every sixty (60) days from the same person or company, call Customer Support to find out if the deposit has been made.

8. Disputing Transactions.

In the case of a discrepancy or questions about electronic transaction(s), call or email Customer Support as soon as possible.

Customer Support must be notified no later than 1:00 PM ET on the business day following the date of any such disputed transaction in order to return any non-consumer ACH Debit entry. If we are not timely notified of an unauthorized non-consumer ACH Debit entry, we will not be able to return the item without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between Customer and the originator of the entry.

F. Arbitration and Waiver of Jury Trial

This Section F (“**Arbitration Clause**”) sets forth the procedures for resolving a Claim under or relating to this Account Agreement. As used in this Arbitration Clause, a “**Claim**” is any preexisting, present or future claim, dispute, or controversy between you and us or you and Swifter arising out of or relating directly or indirectly in any way to this Account Agreement. The term “Claim” has a very broad meaning and includes, by way of example and not limitation, disputes concerning: (i) the acquisition, use, or balance of your Account; (ii) advertisements, promotions or oral or written statements related to the Account; (iii) a dispute based on a federal or state statute or local ordinance; (iv) data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us or Swifter of any non-public personal information about you; and (v) the relationships between you and us arising from this Account Agreement or any of the foregoing. Notwithstanding the foregoing, a “Claim” does not include (i) the exercising of any self-help or non-judicial remedies by you, us, or Swifter, meaning actions you or we can take that do not involve court action (examples of this include setoff rights or enforcement of our security interest in your Account), (ii) disputes regarding a person’s authority to act on your Account and disputes regarding ownership of funds and other legal matters dealing with “legal process” or “legal proceedings and disputes”; and (iii) obtaining provisional or ancillary remedies including, but not limited to, attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction.

This Arbitration Clause provides that all Claims shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration, unless excepted or opted out in accordance with the terms below.

By not opting out according to the terms below, you acknowledge that:

1. YOU AND WE WILL BE BOUND BY THIS CLAUSE TO ARBITRATE ANY CLAIM IF YOU OR WE ELECT ARBITRATION, UNLESS THE CLAIM IS

BROUGHT IN OR REMOVED TO SMALL-CLAIMS COURT PURSUANT TO THIS ARBITRATION CLAUSE;

2. NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE; AND
3. YOU AND WE WILL NOT BE ABLE TO BRING OR BE A CLASS MEMBER IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION ("Class Action Waiver").

Arbitration: In arbitration, a neutral third-party arbitrator resolves Claims on an individual basis. Arbitrations under this Arbitration Clause will be made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act ("**FAA**") (9 U.S.C. 1-16). An arbitration of a Claim will be conducted by the American Arbitration Association ("**AAA**") under its rules; if AAA cannot serve and we do not agree on an alternative arbitrator, a court with jurisdiction will select the arbitrator. For a copy of AAA procedures, to file a Claim, or for other information about this organization, contact AAA at 120 Broadway, Floor 21, New York, NY 10271, (1-800-778-7879), www.adr.org. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. The arbitrator's award shall be binding and final, except for any appeal rights under the FAA. Judgment on the arbitration award may be entered in any court having jurisdiction.

Alternative for Individual Claims: This Arbitration Clause does not affect your or our right to pursue individual Claims in small claims court (or your state's equivalent court) if the court has jurisdiction over the dispute and the dispute remains in that court. If a party brings a Claim in arbitration, the other party may remove the Claim to small-claims court if the amount in controversy (exclusive of attorneys' fees and costs if applicable law so provides) is properly within the jurisdiction of a small-claims court. The opposing party must provide notice of intent to remove to small-claims court within 30 days of receiving an arbitration demand from the other party. In any event, if the Claim is removed,

appealed or transferred from small-claims court to another court, it shall be subject to arbitration at the election of either party.

Enforceability: All disputes as to the scope, enforceability and validity of this Arbitration Clause shall be made exclusively by a court of competent jurisdiction.

Process: Before bringing a Claim in court or in arbitration, the complaining party must give the other party written notice of the Claim. If you are the complaining party, you must send the notice in writing (and not electronically) to our Address. You or your representative must sign the notice and must explain the nature of the Claim and any supporting information, such as your Account number and a contact information where you (or your representative) can be reached. If we bring a Claim, we will send a letter to you using the information we have on file for you. The receiving party will have 30 days to respond to the demand.

Opting out: If you do not wish to be bound by this Arbitration Clause, you must mail us a signed notice within 45 calendar days after you acquire or open the Account to our Address. We will need your name, address, telephone number and Account number. State that you “opt out” of arbitration. Opting out will not affect the other provisions of this Account Agreement. By opting out, you will have all options available under law to raise a dispute or Claim.

Survival: This Arbitration Clause shall survive: (i) termination of the Agreement by either party; (ii) the bankruptcy of any party; (iii) any transfer, sale or assignment, or any amounts owed on your Account to any other person or entity; or (iv) closing of the Account. If any portion of this Arbitration Clause is deemed invalid or unenforceable, the remaining portions shall remain in force, except that: (A) If the Class Action Waiver is declared unenforceable in a proceeding between you and us or Swifter with respect to a Claim that does not seek public injunctive relief, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Clause (except for this sentence) shall be null and void in such proceeding; and (B) If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in this

Arbitration Clause prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim, and that determination becomes final after all appeals have been exhausted, the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for class-wide or public injunctive relief be arbitrated.

G. Funds Availability Policy

Information contained in the Funds Availability Disclosure, which has been provided to Customer separately, assists Customer in understanding our Funds Availability Policy for all deposits. All deposits are processed at a Bank processing facility. Our Funds Availability Policy applies to the Account.

H. No Interest Earnings

1. General.

The Account shall not earn any interest.