

# Commercial Deposit Account Agreement

**IMPORTANT - PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.**

## Customer service contact information

Servicer: Parafin, Inc.

Mailing address: 301 Howard St, Suite 1500, San Francisco, CA 94105

Support email: {{support\_email}}

PHONE: +1 {{support\_phone}}

This agreement (the “**Agreement**”) contains the terms and conditions governing the deposit account (the “**Account**”) made available and provided by Column National Association, referred to as “**Bank**,” “**we**,” “**our**,” and “**us**.” Bank is a nationally chartered depository financial institution and a member of the Federal Deposit Insurance Corporation (“**FDIC**”). “**Account Owner**” and “**Company**” refer to the legal owner of the Account. “**You**” and “**your**” means the Account Owner, authorized signer, and any other person authorized to operate your Account. When we say “**We may**” or “**Bank may**” do something, that means you authorize us and agree to such action. You may submit a request to open the Account via the Parafin Platform (as defined in this Agreement). Parafin, Inc. (“**Servicer**”) is a service provider that performs certain services related to your Account on our behalf. Bank may refuse to process any transaction(s) that it believes may violate the terms of this Agreement or Applicable Law.

Your deposits with us are insured by the FDIC up to the maximum limits allowed by law. Information and tools describing how deposit insurance coverage works are provided by the FDIC at [www.fdic.gov](http://www.fdic.gov) or by calling 1-877-ASK-FDIC or 1-800-925-4618 (for the hearing impaired).

By agreeing to these terms, you agree to be bound by Bank’s Privacy Notice (available at <https://column.com/legal/privacy-notice>) and Privacy Policy (available at <https://column.com/legal/california-consumer-privacy-policy>).

By agreeing to these terms, you acknowledge that you have or will have agreed to the terms contained in the Parafin Privacy Policy (available at <https://www.parafin.com/privacy-policy>).

### 1. Definitions

“Applicable Law” means, with respect to either party and as may be amended and in effect from time to time, any applicable laws, statutes, regulations, rulings, orders, and/or guidance, including the Rules, that legally apply to either party.

“Authorized Users” means individuals for whom you may request and assign Login Credentials to access your Account.

“Business Day” means Monday through Friday, excluding federal holidays.

“Collected Balance” means the balance in your Account at the close of each Business Day, consisting of funds transfers and electronic deposits, plus those non-cash items on deposit for which you have

received credit, and interest credited to the Account, minus all withdrawals, holds and other debits to the Account.

“Daily Balance Method” means the method used to calculate interest on your Account. We take the Daily Rate and multiply it by the Collected Balance in your Account each day.

“Daily Rate” is the interest rate applicable to your Account divided by 365 days (or 366 days in a leap year).

“Eligible Instruction” means any funds transfer or transaction request, payment instruction, or other instruction related to your and your Authorized Users' use of the Account that is submitted in compliance with the Security Procedures through the Parafin Platform.

“Login Credentials” means the unique username and password that you create for access to your Account through the Parafin Platform.

“Marketplace”: A merchant platform, including but not limited to, an online e-commerce site and mobile application, (i) through which Company conducts business and (ii) is integrated with the Parafin Platform.

“Principal Protection USD” means a wire transfer request for the beneficiary to receive the principal amount sent in USD or other designated currency.

“Security Procedures” means the Login Credentials and Servicer's dual-factor authentication process for use in securely accessing your Account through the Parafin Platform.

“Parafin Platform” means Servicer's applications that allow you to access your Account online including those made available via your Marketplace.

“USD” means United States Dollars.

## 2. General provisions

### a. Account Eligibility

The Account is available to legal entity commercial customers located in the fifty United States and the District of Columbia, including sole proprietorships. We may decline to open an Account for you for any reason, or for no reason; this includes if you have had or currently have any other relationships or accounts that you did not maintain in a satisfactory manner. We are not liable for any damages or liabilities resulting from the refusal of Account. You must agree to accept electronic rather than paper communications and can retrieve account information through the Parafin Platform.

By requesting the Account, you acknowledge and agree:

- **That your use of the Account is for a commercial or business purpose and you will not use the Account for any consumer (personal, family, or household) purpose.**
- **That if you are an individual executing this Agreement on behalf of, or for the benefit of, any corporation, partnership, or other entity with which you are associated, that you represent and warrant that you have the legal authority to bind such organization to this Agreement.**
- **That you are of legal age in the jurisdiction where you live and have the legal capacity to enter into this Agreement.**

**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 WHO OPENS AN ACCOUNT. **WHAT THIS MEANS FOR YOU:** WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR INFORMATION THAT

WILL ALLOW US TO IDENTIFY YOU, INCLUDING CERTAIN IDENTIFYING DOCUMENTS. WE MAY USE INFORMATION FROM THIRD PARTIES TO HELP US DETERMINE IF WE SHOULD OPEN YOUR ACCOUNT OR KEEP YOUR ACCOUNT OPEN.

**b. Electronic documents**

To the fullest extent permitted by law, this Agreement, notices and other communications (collectively, "Communications") from Bank to you regarding your Account(s) and related services with Bank may be provided to you electronically, and you consent and agree to receive Communications in an electronic form. You may print a paper copy of or download any electronic communication and retain it for your records. All Communications in electronic format will be considered to be "in writing," and to have been received on the day of posting, whether or not you have received or retrieved the Communication. Bank reserves the right to provide Communications in paper format at its discretion. Your consent to receive Communications electronically is valid until you revoke your consent by notifying Bank of your decision to do so by contacting Servicer through the email address above. If you revoke your consent to receive Communications electronically, Bank reserves the right to terminate your right to use the Account and related services, and you accept sole liability resulting from such termination of your Account and related services, to the extent permitted by law. Except as expressly provided otherwise in this Agreement, Bank may mail, send electronically, or otherwise make Communications available to you. If Communications are mailed to you, they will be delivered to you at the postal address on file. If Communications are sent to you electronically, they will be delivered to you at the email address on file or otherwise made available to you, including through the Parafin Platform. Bank retains printable versions of notices to the extent required by Applicable Law. Regardless of the method in which a Communication is delivered or made available to you, you agree to review Communications promptly.

**c. Telephone Communication**

By providing a phone number, you are expressly consenting to receive Communications at that number from Bank and Bank's agents, including Servicer. Such Communications may include, but are not limited to, text messages, prerecorded or artificial voice message calls and/or calls made by an automatic telephone dialing system. This express consent applies regardless of the call's purpose.

**d. Telephone monitoring / recording**

Bank and Servicer may monitor and/or record telephone calls between you and Bank or Servicer, including to assure the quality of Bank's or Servicer's Account service team or as required by Applicable Law. You agree that any recorded communications may be admitted as evidence in any litigation, arbitration, controversy, hearing, or other proceeding.

**3. Account ownership and use**

**a. Purpose**

Your Account is subject to the terms and conditions set forth in this Agreement. You may have only one Account.

Your Account is offered under this Agreement for the purposes of conducting deposit, withdrawal, and funds transfer transactions. This Account does not offer a debit card, Automated Teller Machine ("ATM") access, or checks. This Account does not allow for cash deposits or withdrawals.

The individual executing this Agreement must provide us, through the Parafin Platform, with evidence to our satisfaction of the authority of the individuals who act on behalf of the Account Owner. With regard to any transactions or other matters involving the Account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the Account Owner. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the Account, you agree we may place a hold on the Account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

You are liable to us for all debit balances in the Account, including, without limitation, overdrafts and account charges, and promise to pay, upon demand, any and all debit balances, all fees and charges, and Bank's reasonable attorneys' fees and all costs and expenses of collection, including, but not limited to, those incurred at trial and on any appeal.

b. Ownership

Your Account shall be owned and titled in the name of one (1) legal entity who shall solely retain the right to direct the deposit or transfer of funds.

c. Use

Your use of the Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions.

#### **4. Security procedures**

a. General

You may only access your Account through the Parafin Platform and subject to the Security Procedures.

b. Login Credentials

You are solely responsible for safeguarding your Login Credentials.

c. Authorized Users

In addition to your own Login Credentials, we may allow you to request and assign Login Credentials to a maximum of four (4) Authorized Users. You are solely responsible for causing your Authorized Users to safeguard their Login Credentials and to use them only in accordance with this Agreement, and you are solely responsible for disabling Login Credentials for any individual that is no longer authorized to access the Parafin Platform and initiate transactions on your Account on your behalf. You, and not Bank, are responsible for any use or misuse of your or your Authorized Users' Login Credentials, and you must promptly notify Servicer of any confidentiality breach or unauthorized use of your Login Credentials or your Account.

d. Eligible Instructions

Any instruction communicated to Bank will be effective as your instruction, whether or not authorized, and regardless of the actual identity of the sender thereof, if it is an Eligible Instruction accepted by Bank in good faith. Bank is not obligated to act on any instruction other than Eligible Instructions. You are solely responsible for the accuracy and completeness of each Eligible Instruction.

#### **5. Interest Rates and Fees**

a. Rate & Fee Schedule

Information on applicable rates and fees is set forth in Exhibit 1 ("Rate and Fee Schedule"). You authorize Bank to access your Account to debit any fees, charges, or costs owed to Bank, even if doing so creates an overdraft.

b. Interest

The Rate and Fee Schedule states the current interest rate applicable to your Account. There is no initial deposit or minimum balance required to qualify for the interest rate set forth in the Rate and Fee Schedule and to earn interest on the funds in your Account.

Your Account has a variable interest rate. That means we may, at our discretion, change the interest rate at any time and as often as we choose, without limits, and we will provide you with any notice required by Applicable Law. Interest begins to accrue on the Business Day we received the deposit in accordance with the Funds Availability Policy described in Section 9 below.

We use the Daily Balance Method for calculating interest on your Account. This method applies a Daily Rate to the Collected Balance in your Account each day. We reserve the right to not pay interest on any deposit that is recalled, returned, or returned to us unpaid.

Interest will be accrued daily and credited to your Account on a monthly basis. We pay interest only in whole cents. Therefore, at the end of each interest payment period, any fractional amount of interest less than one cent may be rounded down.

## **6. Deposits**

Deposits to the Account may be made as follows, and as described further below:

- Send money from an external bank account to your Account using ACH or domestic wire transfer. International wires are not supported.
- Direct deposit via ACH.
- Use your Account to initiate an ACH withdrawal from your external bank account.

The following terms apply to deposits made to your Account:

### **a. Deposit Methods**

You may deposit funds to your Account by initiating a funds transfer from another bank account.

### **b. Cash, ATM, or Foreign Currency Deposits**

You cannot deposit cash or any form of deposit denominated in a foreign currency into your Account. Any attempt to mail us any deposit consisting of cash or foreign currency will be sent back to the address we have on file for you. We are not liable if you do not receive the returned funds. You may not make deposits into your Account at any automated teller machine ("ATM").

### **c. Mobile Check Deposit**

Reserved.

### **d. Right to Refuse Deposits**

We may refuse a deposit, or part of a deposit, at any time and for any reason. We also may refuse a deposit after initially accepting it. We will not be liable to you for refusing a deposit, even if it causes us to decline any transactions you have already made.

### **e. Deposit Discrepancies**

When you make a deposit to your Account, we will credit your Account for the amount of the deposited items. We reserve the right to review the deposit and confirm the amount you deposited but are not required to do so. If after any review we determine that the amount credited to your Account is incorrect, we may adjust your Account for the amount of the discrepancy but reserve the right not to do so if the discrepancy would not be a disadvantage to you.

### **f. Deposit Liability**

Bank is not liable for any deposits not received by Bank.

## **7. ACH Transactions**

The Automated Clearing House ("ACH") is an electronic funds transfer system allowing money to be transmitted between participating banks. These transfers are governed by the operating rules, guidelines, and guidance in effect from time to time of the National Automated Clearing House Association ("NACHA") (collectively, the "Rules"). Unless otherwise defined, all capitalized terms used in this section have the meanings assigned in the Rules.

In connection with ACH transactions on your Account, you agree that:

a. Applicable Law

We may accept on your behalf payments to your Account, which have been transmitted through ACH and which are not subject to the Electronic Fund Transfer Act. Your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of California, which are applicable to ACH transactions involving your Account. You authorize any ODFI to initiate, pursuant to the Rules, ACH debit entries to your Account, including for electronic presentment or re-presentment of checks written or authorized by you.

b. Provisional Credit

If your Account receives funds via ACH, then any credit to the Account for such funds is provisional until Bank receives final settlement through a Federal Reserve Bank or has otherwise received payment as provided under the Uniform Commercial Code, Section 4A-403(a), as adopted by the State of California. If Bank does not receive final settlement or payment of an ACH credit, you are hereby notified and agree that Bank is entitled to recover from the Account or you, without prior notice or demand, the amount of the provisional credit, in whole or in part, and any applicable returned fee (even if it results in an overdraft on your Account) and the party originating the payment will not be considered to have paid you the amount of the credit.

c. Notices

We are not required to give you a separate notice of our receipt of an ACH transfer. To determine if a transfer has been credited to your Account, you can review transactions on your Account via the Parafin Platform or you can contact Servicer at the contact information above.

## 8. Withdrawals

Please see Exhibit 4 for withdrawal limits applicable to your Account. The following terms apply to withdrawals from your Account:

a. Manner of Withdrawal

You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. We may refuse to accept any check other than standard checks provided by us, or other checks approved by us in advance. Withdrawals and transfers from your Account may be restricted as provided in the Agreement or by Applicable Law.

b. Withdrawal Restrictions / No Overdrafts

We may refuse or restrict withdrawals and transfers from your Account in our sole discretion for any purpose permitted by Applicable Law. You are not permitted to overdraw your Account. If there are available funds to cover some, but not all, of the withdrawals or other debits to your Account on a single business day, we may post the withdrawals or debits in any order we may choose at Bank's sole discretion.

If there are insufficient funds available in your Account to cover a withdrawal or debit presented against your Account, we may reject such withdrawals in our sole discretion. Even if we choose to pay one or more overdrafts as a courtesy to you, in our sole discretion, we are not obligated to cover any future overdrafts. If your Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Account has a negative balance for thirty (30) calendar days or more we reserve the right to close the Account. In the event you fail to pay the amount of any overdraft and Bank refers your overdrawn Account to an attorney for collection, you agree to pay all reasonable expenses, including, but not limited to, reasonable attorneys' fees and court costs incurred by Bank as a result of your account being overdrawn.

c. Request for Information

Before permitting a withdrawal or other transaction, we may request that you provide us with additional information or documentation that we deem necessary to confirm your identity or to prevent illegal activity. We may refuse the transaction if you do not comply with our request.

d. Check Withdrawals

Reserved.

e. Postdated Items

Reserved.

f. Stale Checks

Reserved.

g. Stop Payment Order

A stop payment request against an item payable from your Account ("Stop Payment Order") will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. A Stop Payment Order is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original Order was oral and was not confirmed in writing within that period. A Stop Payment Order may be renewed for additional six (6) month periods if renewed during a period within which the Stop Payment Order is effective. You must provide the date, the amount, and the number of the item or authorization, together with the name of the payee, for a Stop Payment Order to be complete and effective. If you give us incomplete or incorrect information, Bank and Servicer will not be liable for failing to stop payment on the item or authorization. Our acceptance of a Stop Payment Order will not constitute a representation that the item or authorization has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier's, or teller's check issued by us, or request us to stop payment if we have otherwise become accountable for the item or authorization. In addition, you may not stop payment on payment methods governed by a separate agreement. Further you may not stop payment on an item or authorization after acceptance of the same by us.

## **9. Funds Availability**

a. Transaction posting order

Bank reserves the right to decide the order of the items Bank will pay and which items will be returned (if any). Bank's posting order may not be the same as the order in which you conducted a transaction and could result in rejected transactions if you do not have available funds at the time the item is paid. Generally, Bank posts the following transaction types (to the extent applicable to your Account) after the close of each Business Day in the following order:

- Deposits and credits Bank receives before the close of each Business Day will be posted before any withdrawals.
- Your debits and withdrawals will be posted in date/time order, based on the date and time associated with each transaction.

b. Funds Availability

Bank makes funds available according to the type of deposit and when the funds are applied or credited to your Account and in accordance with Applicable Law. Some types of deposits may not be available for immediate use. When Bank delays the availability of funds or places a hold on a deposit made to your Account, you may not withdraw those funds, and Bank will not use them to pay any debits. Bank has the right to refuse any deposit. The length of the delay in the availability of funds varies depending on the type of deposit. If final payment is not received on any item you have deposited into your Account, you agree to pay Bank the amount of the returned item if such item has already been credited to your Account. You may only deposit funds that are immediately available.

Bank receives deposits each Business Day. If you make a deposit by electronic payment before 5pm Pacific Time on a Business Day, we will consider that day to be the day of your deposit. However, if you make a deposit after 5pm Pacific Time on a Business Day or on a non-Business Day, we will consider that the deposit was made on the next Business Day.



Deposits made by electronic payment, excluding those by ACH debit transactions, will be made available to you the day that the deposit is received but no later than the first Business Day after the day that the deposit is made.

Deposits made by any other permissible deposit method, will be made available no later than the second Business Day after the day that the deposit is made.

We reserve the right, subject to Applicable Law, to hold funds pending settlement or for such period of time as we deem necessary, in our sole discretion, to cover items which may be returned unpaid.

c. Special rules for new accounts

Accounts open less than thirty (30) days may be limited in functionality. Funds credited to your Accounts may be made available provisionally or delayed for a reasonable amount of time in accordance with Applicable Law. Certain transfer limits may be lower during this time for certain features and services, or as allowed under Applicable Law or regulation.

## 10. Funds transfers

a. Initiating funds transfers

You may only initiate funds transfers (through any method permitted for your Account) by submitting Eligible Instructions and you authorize Bank to honor, accept, execute, and initiate any Eligible Instructions it receives. You acknowledge and agree that the submission of Eligible Instructions represents a commercially reasonable method of providing security against unauthorized transactions. Bank has no obligation, and shall not be liable or responsible for its refusal to act on any instruction or transaction request that is not an Eligible Instruction. You acknowledge that the purpose of transacting through Eligible Instructions is to verify authenticity and not to detect an error in the transmission or content of a transaction or instruction. You and Bank have not agreed upon any procedures for the detection of errors and you are solely responsible for any errors not caused by Bank.

Bank may screen and reject any funds transfer request in good faith, including because Bank believes that the funds transfer, if executed, would not comply with Applicable Law or would exceed the amount of funds in your Account or any established limits on your Account. Bank is not liable for failing to complete a transaction from your Account on-time or in the correct amount.

b. Limitation on amount of transactions

Bank may impose and adjust transaction limits on your Account, in its sole discretion. Applicable transaction limits will be disclosed to you through the Parafin Platform and are available in Exhibit 4.

c. Accuracy of information

When you originate any funds transfer request through any method made available to you by Bank (including wire or ACH transfers), you are responsible for providing accurate payment information. Bank and any other financial institution involved in the transaction may rely on all identifying numbers (e.g., account and routing numbers) you provide to make payment. Bank may rely on the number even if it identifies a financial institution, person or account other than the one named. Bank will process the funds transfer request based solely on the information you provide to us and expressly disclaims any obligation to review any such request for errors or inconsistent or duplicative information. It is your obligation to verify the information you provide to us including, but not limited to, the identity and relationship of the receiving party, account number, and routing number. Bank is not responsible for any loss or damage you incur from your request for a funds transfer.

d. Bank's liability for failure to complete transactions

You acknowledge that you are responsible for reconciling all transactions and balances against those maintained by Bank.



e. Wire transfers

If enabled by Bank for your Account, you may be able to send or receive a wire transfer request. You acknowledge that Bank may, in its sole discretion, clear and settle any payment order arising from a wire transfer request through one or more intermediary banks, including through the use of correspondent accounts held at such banks. You agree to reimburse Bank for all costs, fees, and other expenses incurred by Bank in transmitting any payment order through any such intermediaries. You further agree to indemnify Bank and hold it harmless for all of Bank's liabilities, including any claims, and other obligations that it may have to such intermediaries.

Please be advised that wire transfer requests may not be recalled or amended once they have been sent to Bank. Wire transfer requests will only be accepted and processed if you have sufficient and available funds in your Account at the time the request is received and processed. Bank reserves the right to reject or cancel any wire transfer in our sole discretion and will not be held liable for any losses or damages that may arise due to our right to cancel or reject the wire transfer.

f. ACH transactions

If enabled by Bank for your Account, you may be able to initiate funds transfers through ACH transactions, pursuant to Bank's terms and conditions for ACH Origination (See Exhibit 3).

g. Real Time Transfers

If enabled by Bank for your Account, you may be able to initiate funds transfers ("Real Time Transfers") through the real time transfer networks ("RTT Networks") to deposit accounts at participating financial institutions in real-time, twenty-four hours a day, seven days a week, fifty-two weeks a year (the "RTT Service"). The RTT Service enables you to initiate credit transfers through the RTT Networks ("RTTs") from your Account to accounts at RTT Network beneficiaries' banks and to send and receive RTT-related messages to and from such beneficiaries as may be permitted by Bank from time to time.

Please be advised that RTT requests may not be recalled or amended once they have been sent to Bank. RTT requests will only be accepted and processed if you have sufficient and available funds in your Account at the time the request is received and processed. Bank reserves the right to reject or cancel any RTT request in our sole discretion and will not be held liable for any losses or damages that may arise due to our right to cancel or reject the transfer.

h. Funds Transfer System

You acknowledge that any payment orders governed by this Agreement may be governed by the rules of any funds transfer system through which any payment order is made, including the Fedwire Funds Service, National Settlement Service, any other Federal Reserve payment system, NACHA, payment systems offered or facilitated by The Clearing House, the Society for Worldwide Interbank Financial Telecommunications, or any other funds transfer system (each and collectively a "Funds Transfer System"). By submitting a funds transfer request, you agree to and accept any rule of such Funds Transfer System, to the extent applicable to any transaction. The beneficiary's bank must be a member of the Funds Transfer System, or ultimately have a correspondent bank that is a member or participant of the Funds Transfer System, as applicable to the funds transfer request.

i. Exchange Rates

If enabled by Bank for your Account, you may be able to request wire transfers to send funds to a beneficiary's bank in a currency other than USD, subject to applicable fees and exchange rates. In addition to any applicable fees, we charge a fee when we convert one currency to another currency for you (the "Exchange Rate"). The Exchange Rate is set at our sole discretion and disclosed to you in the Parafin Platform in connection with your wire transfer request. The Exchange Rate includes, as applicable, the costs, fees, and other expenses incurred by Bank in transmitting any payment order through any intermediaries as well as a markup designed to compensate us for several considerations including, without limitation, costs incurred, market risks, and our desired return. The applicable Exchange Rate does not include, and is separate from, any applicable fees described in [Exhibit 1](#). The Exchange Rate we provide to you may be different from exchange rates you see elsewhere and you may receive different rates for transactions that are the same or similar.

j. Your liability for unauthorized transfers

You agree to be bound by all Eligible Instructions accepted by Bank in good faith and will be liable for all losses, expenses, and liability, resulting from, related to, or caused by Bank's processing or execution of an Eligible Instruction, regardless of whether such losses, expenses, or liability occur due to unauthorized, incorrect, incomplete, or fraudulent transactions. You acknowledge and agree that because this is a commercial-purpose account, the Electronic Funds Transfer Act and any similar protections available under consumer financial protection laws **do not apply to your Account**. Contact Servicer immediately if you believe your Login Credentials have been compromised or if you believe someone has transferred or may transfer money from your Account without your permission. You are responsible for monitoring and reconciling all activity in your Account. You must report any suspected unauthorized transaction to us immediately.

## 11. Deposit Sweeps

When you open an Account, you agree to participate in Bank's deposit sweep program ("Deposit Sweep Program") and agree to be bound by the Deposit Sweep Program terms and conditions (the "Sweep Agreement"). Pursuant to the Sweep Agreement, you agree to appoint Bank as your agent and custodian for the limited purpose of depositing Account funds into deposit accounts (each a "Deposit Sweep Account") at one or more other depository institutions (each, a "Network Institution"). Deposits that we place for you in Deposit Sweep Accounts ("Deposit Sweep Balances") are "deposits," as defined by Applicable Law, at the Network Institutions. Subject to the terms and conditions of the Sweep Agreement, your Deposit Sweep Balances may be eligible for FDIC insurance. Refer to the Sweep Agreement for more details.

## 12. Miscellaneous provisions

a. Notice

Except as otherwise provided in this Agreement, in the event you must contact Bank or send Bank any notice required by this Agreement, you must do so by contacting Servicer. Servicer's contact information is set forth at the top of this Agreement.

Except as otherwise expressly provided in this Agreement, Bank is not required to act upon any communication, notice, or instruction received from you or any other person or to provide any notice or advice to you or any other person with respect to any matter. Notwithstanding the foregoing, if Bank acts upon any communication, notice, or instruction, then Bank has a reasonable time in which to act, after actual receipt of the notice or instruction.

b. No waiver

Bank does not waive its rights by delaying or failing to exercise them at any time.

c. Illegal transactions, account restrictions, account closures

You may not use your Account for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Use of your Account is subject to Servicer's prohibited and restricted activities list. Prohibited and restricted transactions and activities include, but are not limited to, those involving guns and ammunition, dating and escort services, cryptocurrencies, gambling, bail and bond payments, marijuana-related businesses, and not-for-profit or religious organizations. We reserve the right to place a hold on your Account if we suspect irregular, fraudulent, suspicious, unlawful or otherwise unauthorized activity. We may attempt to notify you of such a hold but are not required to provide notice prior to placing the hold or thereafter. We also may attempt to contact you to obtain additional information regarding the activity in your Account. We reserve the right to maintain any hold and restrict access to the Account until we receive the requested information. You agree that we may maintain such hold until all issues, including claims against you or us, concerning the funds held in your Account have been resolved fully to our sole satisfaction. We also reserve the right to reject any incoming credit transaction that we suspect is involved in fraudulent or suspicious activity. Bank will not be held liable for any loss you incur if your Account is restricted or subject to a hold.

Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction, to the extent permissible under Applicable Law.

d. Unlawful internet gambling transactions prohibited

You certify that you do not engage in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive, transfer, or credit funds, instruments or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement. You may not use your Account for online gambling or any illegal transactions. Bank may refuse to process any transaction that it believes may violate the terms of this Agreement or Applicable Law. You acknowledge and agree that Bank has no obligation to monitor, to review or to evaluate the legality of your transactions. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if that transaction is determined to be illegal.

e. Holds

We may place administrative holds on the funds in your Account (refuse payment or withdrawal of the funds) if they become subject to a claim adverse to (A) your own interest; (B) others claiming an interest as survivors or beneficiaries of your Account; or (C) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your Account for these reasons.

f. Right to set off

If your Account balance becomes and remains negative or you are determined to owe Bank any amounts for any reason, Bank can use the funds in your Account or any other account that you own at the Bank to repay any amount owed without further notice to or demand on you. This means Bank has the right to set off any liability, direct or contingent, past, present or future that you owe against any account you have with Bank. Further, you grant Bank a lien on and security interest in the funds on deposit in each of your Account(s) as security for the entirety of your liabilities and obligations to Bank, now or in the future.

g. Backup withholdings

You acknowledge that this Account cannot be opened if you are currently subject to backup tax withholding.

h. Legal processes affecting accounts

If legal action such as a garnishment, levy or other state or federal legal process ("Legal Process") is brought against your Account, Bank may refuse to permit (or may limit) withdrawals or transfers from your Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such garnishment, levy or other state or federal process, Bank has first claim to any and all funds in your Account for your liability under this Agreement. Bank will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as Bank determines to be appropriate in the circumstances without liability to you, even if any funds Bank may be required to pay out to comply with the Legal Process leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges or other debts owed to Bank. You agree that you are responsible for any expenses, including legal expenses and fees Bank incurs due to any Legal Process on your Account. Bank may charge these expenses to your Account. You will indemnify Bank for any losses if it does this.

i. Account inactivity and escheatment

An Account that is inactive for eighteen (18) months may be considered dormant. Each state has varying laws as to when an account is subject to escheatment and Bank may be required to send the balance in your Account to the state of your last known address. You understand that if your Account is inactive (dormant), we may close your Account. We reserve the right to refuse to return any unused balance

amount less than \$1.00. You agree that we are relieved of all responsibility if your Account balance is escheated in accordance with Applicable Law. Your Account will become inactive unless you have conducted activity in your Account, such as depositing or withdrawing funds.

j. Confidentiality

Bank may disclose information to third parties about your Account or the transactions:

- To Servicer, as necessary to provide the services to you.
- Where it is necessary for completing transfers.
- To verify the existence and condition of your Account for a third party, such as a credit bureau or merchant.
- To comply with government agency, court order, or other legal or administrative reporting requirements.
- If you consent by giving Bank your written permission.
- To Bank's employees, auditors, affiliates, service providers, or attorneys as needed.
- As otherwise necessary to fulfill Bank or Servicer's obligations under this Agreement.

k. Account termination, cancellation, or amendment

Bank may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on the Parafin Platform, and any such amendment shall be effective upon such posting to the Parafin Platform, unless additional advanced notice is required under Applicable Law. You will be notified of any amendment(s) in the manner provided by Applicable Law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, Bank may implement it without prior notice. Bank may cancel or suspend your Account or this Agreement at any time. You may cancel this Agreement by contacting Servicer to close your Account. Your cancellation of this Agreement will not affect any of Bank's rights or your obligations arising under this Agreement prior to cancellation.

If your Account is cancelled, closed or terminated for any reason, we will return the remaining balances to you via ACH transfer to one of your external accounts on Bank's records or via paper check to the address on file. For security purposes, you may be required to supply identification, external account, and address verification documentation prior to issuing an ACH refund or refund check. Bank reserves the right to refuse to return any unused balance amount less than \$1.00.

l. No warranty of availability or uninterrupted use

From time to time, services related to the Account may be inoperative. You agree that, except as required by Applicable Law, Bank will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall Bank be liable for extended interruptions due to failures beyond Bank's control, including, but not limited, to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

m. Bank's relationship with you

This Agreement and the deposit relationship do not create a fiduciary or agency relationship with Bank. The relationship between Bank and you is that of creditor and debtor and under no circumstances will Bank owe you any fiduciary or other duty.

n. Systems and software

We shall not be responsible to you for any loss or damages suffered by you because of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly

with our systems or through a third-party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

o. No warranty regarding goods or services

Bank is not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Account.

p. Survival

All provisions of this Agreement shall survive the termination of this Agreement or closure of your Account by either party for actions arising in connection with this Agreement or your Account(s).

q. Governing law

This Agreement shall be governed by federal law and, to the extent not superseded by federal law, the laws of the State of California. You understand that we must comply with Applicable Law, as well as the operating rules of any applicable Funds Transfer System. You agree that if there is any inconsistency between the terms of the Agreement and any Applicable Law, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement. If otherwise, Applicable Law shall govern but only to the extent of such inconsistency.

r. Severability

If any provision of this 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 this Agreement (or any prior agreement you may have had with us) shall not be affected.

s. Assignability

The Account established under this Agreement are not assignable or transferable except with our consent. We must approve any pledge of the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee.

### **13. Limitation of liability**

Except as required by applicable law, Bank shall have no liability to you if Bank is unable to complete a transaction for any reason beyond Bank's control. Except as otherwise expressly provided in this Agreement or as otherwise required by Applicable Law, Bank, Bank's affiliates, Servicer, and their employees, contractors, officers, directors, and assigns, along with the parties with whom Bank contracts in order to offer your Account and related services, are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to your Account, any products or services purchased using Account, or this Agreement (as well as any related or prior agreement you may have had with Bank). You waive all claims and any right to recover from Bank on any claim of negligence, breach of any implied covenant, breach of fiduciary duty, commercial unreasonableness, loss of business, or loss of business opportunity or advantage. Except as otherwise required by Applicable Law, Bank's liability for any act or omission will not exceed your direct losses.

#### **14. Indemnification**

You agree to defend, indemnify, and hold harmless Bank and its subsidiaries, affiliated companies, employees, contractors, officers, directors, and assigns against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your use of the Account, your acts or omissions, or your violation of this Agreement, Applicable Law, or any third-party rights or your fraud or willful misconduct. Bank reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

#### **15. Dispute resolution**

**YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND BANK ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND. YOU CAN OPT OUT OF THIS CLASS ACTION WAIVER BY CONTACTING BANK AT 1110 GORGAS AVE, SUITE A4-700 SAN FRANCISCO, CA 94129 WITHIN THIRTY (30) DAYS AFTER YOU FIRST ACCEPT THE TERMS OF THIS AGREEMENT, STATING THAT YOU (INCLUDE YOUR FIRST AND LAST NAME) DECLINE THIS CLASS ACTION WAIVER.**

**EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND BANK, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, FRAUD, MISREPRESENTATION, OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT BANK AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.**

The arbitration will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures ("Comprehensive Rules"). The Comprehensive Rules are available online at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. Any in-person appearances will be held at a location which is reasonably convenient to both Parties with due consideration of their ability to travel and other pertinent circumstances. If the Parties are unable to agree on a location, such determination should be made by JAMS or by the arbitrator. The arbitrator's decision will follow this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. To reduce the time and expense of the arbitration, the arbitrator will not provide a statement of reasons for his or her award unless requested to do so by all Parties. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. An arbitration award and any judgment confirming it apply only to that specific case; it cannot be used in any other case except to enforce the award itself. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against Bank for you.

This Dispute Resolution Provision will survive termination of your Account, this Agreement and any bankruptcy by you or us. If any portion of this Dispute Resolution Provision is deemed invalid or unenforceable under any principle or provision of law or equity it will not invalidate the remaining portions of this Dispute Resolution Provision, this Agreement or any prior agreement you may have had with us, each of which will be enforceable regardless of such invalidity.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACTIVATE OR USE THE ACCOUNT.**

## **EXHIBIT 1**

### **FEES**

There are no transaction fees associated with use of the Account.

### **INTEREST**

Item	Rate
Interest Rate	<p data-bbox="824 520 1008 552">{{interest_rate}}</p> <p data-bbox="824 583 1398 793">The interest rate is determined by taking 50% of the current Effective Federal Funds Rate (“<b>EFFR</b>”), as published by the Federal Reserve. The interest rate is subject to change at any time before and after the Account is opened. Interest accrues daily and is paid out at the start of the following month.</p>



**EXHIBIT 2**

**Reserved**

## **EXHIBIT 3**

### **ACH ORIGATION ADDENDUM**

This ACH Origination Addendum (“**ACH Addendum**”) establishes the terms and conditions under which **Column National Association (“Bank”)** acting as Originating Depository Financial Institution (“**ODFI**”) agrees to process automated clearinghouse (“**ACH**”) transactions you originate as Originator (the “**ACH Services**”). This ACH Addendum supplements, amends, and forms a part of your Commercial Deposit Account Agreement with Bank (the “**Agreement**”). If there is any conflict between this ACH Addendum and the Agreement, this ACH Addendum shall govern with regard to the ACH Services, but only to the extent of such inconsistency. By using the ACH Services, you agree that you are bound by and will comply with the terms and conditions of this ACH Addendum, as well as the Agreement, Applicable Law, and any other terms, conditions, or agreements pertaining to Bank’s provision of the ACH Services to you.

#### **1. Definitions**

Unless otherwise defined in this ACH Addendum, all capitalized terms have the meanings assigned in the Agreement and/or the Rules.

“ACH Security Framework Rule” means the security requirements set forth in Section 1.6 of the Rules.

“Admin Users” means a User that you have authorized to activate and deactivate other Users and exercise administrative privileges on your Account through the Parafin Platform.

“Cut-Off Time” means 5pm Pacific Time on a Business Day.

“Login Credentials” means each username and password (or other credentials) used by any User to access your Account through the Parafin Platform.

“Losses” means any and all causes of action, charges, suits, assessments, damages, claims, demands, losses, liabilities, fines (including fines levied in connection with Rules violations), unauthorized Return Entry fees and expenses (including attorney’s fees and court costs).

“NACHA” means the National Automated Clearinghouse Association.

“Person” means any individual or legal entity, including a general partnership, limited partnership, corporation, company, limited liability company, joint venture, trust, or unincorporated organization.

“Protected Information” means the non-public personal information, including financial information, of a natural person used to create, or contained within, an Entry and any related Addenda Record, as set forth in the Rules.

“Regulatory Authority” means any federal, state, or local regulatory or other government agency or authority with jurisdiction over a party.

“Rules” means the rules, regulations, guidelines, advisories, policies, or instructions of NACHA in effect from time to time, including the operating rules thereof.

“Settlement Date” with respect to a credit or debit Entry, the date an exchange of funds with respect to an Entry is reflected on the books of the applicable Federal Reserve Bank(s), and with respect to a Non-Monetary Entry, the date specified in the “Settlement Date” field of the Entry.

#### **2. Customer Obligations**

In using the ACH Services, you will comply, and cause your employees, officers, directors, and agents, including your Authorized Users, to comply with (1) Applicable Law, (2) the Rules and any related

advisories, policies, or instructions issued by NACHA, Bank, or any regulatory authority; and (3) the Agreement and this ACH Addendum. You adopt and make to Bank all representations and warranties of an Originator under the Rules, including that you will not initiate Entries in violation of Applicable Law. You acknowledge that you have access to a copy of the Rules, have reviewed your obligations thereunder, and have subscribed to receive revisions to the Rules directly from NACHA.

You are responsible for all tariffs, duties, or taxes that may be imposed by a Regulatory Authority in connection with your use of the ACH Services.

You agree to provide Bank such information as Bank may reasonably request in connection with the underwriting process. In addition, you agree to provide such other information as Bank may reasonably request in connection with your use of the ACH Services.

You acknowledge and agree you are not authorized to act as a Third-Party Sender pursuant to this ACH Addendum not to submit for processing any Entries for which you are not the Originator.

Entries you initiate shall be in accordance with the procedures and specifications set forth by Bank in the Agreement, this ACH Addendum, and the Parafin Platform.

Entries accepted and processed by Bank will be reflected in the transactions on your Account viewable via the Parafin Platform. You shall review the transactions on your Account on the Parafin Platform and notify Servicer of any discrepancies or errors, including unauthorized Entries, as set forth in the Agreement.

You agree not to transmit an Entry to Bank or to otherwise use or attempt to use the ACH Services to: (i) engage in any illegal purpose, transaction, or activity or to violate any Applicable Law, (ii) breach any contract or agreement by which you are bound; (iii) engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction; or (iv) engage in any transaction or activity that is not specifically authorized and permitted by this Addendum. You acknowledge and agree that Bank has no obligation to monitor your use of the ACH Services for transactions and activities that are impermissible or prohibited under the terms of this ACH Addendum; provided, however, that Bank reserves the right to decline to execute any transaction or activity that Bank believes violates the terms of this ACH Addendum.

### **3. Processing**

You authorize Bank to and agree that Bank shall process Entries, including debit and credit Entries, received in accordance with this ACH Addendum, transmit such Entries as an ODFI to the Federal Reserve Bank as the ACH Operator, and settle such Entries as provided in the Rules.

Bank shall transmit such Entries to the ACH Operator prior to the effective entry date shown in the Entries, provided that: (i) such Entries are received by Bank on a Business Day before Bank's daily Cut-Off Time; (ii) the effective entry date is at least two (2) days after such Business Day; and (iii) the ACH Operator is open for business on the effective entry date. Any Entry or File initiated after the Cut-Off Times will be deemed made on the next Business Day.

The ACH Services are subject to the Bank's daily Cut-Off-Time. Any Entry or File initiated after the Cut-Off Times will be deemed made on the next Business Day. Entries shall be deemed received by Bank at such times as the applicable requirements have been met with respect to such Entries. If you fail to comply with any Bank procedure or requirement set forth by Bank in the Agreement, this ACH Addendum, and the Parafin Platform, Bank may, but shall not be required to, process such Entries.

### **4. Permissible Entry Types**

You may elect to originate a Same Day Entry, which may trigger fees for same day processing.

An Entry received for credit to an account maintained with Bank (an "On-Us Entry") shall not be transmitted to the ACH Operator but shall be credited or debited to the Receiver's account in the amount of such Entry on the effective entry date contained in such Entry. An On-Us Entry may not be processed

through the ACH Network, but Client is deemed to make all representations and warranties as if the Entry were not an On-Us Entry.

You may only initiate Entries for Standard Entry Class ("SEC") Codes that have been approved by Bank in writing. Approved SEC Codes include CCD and PPD but may be restricted or amended by Bank in its sole discretion.

You will comply with account validation requirements under the Rules for Debit WEB Entries.

You are not permitted to originate International ACH Transactions ("IAT") and Bank shall have no obligation to act on IAT Entries or Entries Bank determines should have been coded as IAT Entries.

## **5. Accuracy of Information and Bank Reliance**

In using the ACH Services, you are responsible for providing accurate information. Bank, Servicer, and any other financial institution involved in an ACH Services transaction is entitled to rely without confirmation on any information provided by you, included in an Entry, request, or on any written notice or other written communication believed by it in good faith to be genuine and authorized by you. Bank may rely on a number you provide even if it identifies a financial institution, Person, or account other than the one named. Bank will process your Entries, requests, and any other communications based solely on the information you provide to us and Bank expressly disclaims any obligation to review any such request, Entry, or communication for errors or inconsistent or duplicative information. It is your obligation to verify the information you provide to us including, but not limited to, the identity and relationship of the receiving party, account number, and routing number.

## **6. Returned Entries**

Servicer shall notify you of a Returned Entry within one (1) Business Day of the receipt of such Returned Entry from the ACH Operator. Bank shall have no obligation to retransmit a Returned Entry.

Servicer shall notify you of any Notification of Changes ("NOC"), including refused NOCs or corrected NOCs received by Bank no later than two (2) Business Days after receipt. You must respond to NOCs by investigating incorrect data and making corrections within six (6) Business Days of receipt of the NOC information or prior to initiating another Entry to the Receiver's account, whichever is later. You shall indemnify and hold harmless Bank against any Losses incurred by Bank, Servicer, or any other Person arising out of your failure to make such change as required by this ACH Addendum or Applicable Law. This indemnification obligation will survive any termination of the ACH Services.

If an Entry is returned as unauthorized or authorization is revoked, you will contact the necessary parties and resolve any dispute. During this process, you may ask Bank via Servicer to request from the RDFI a copy of the "Written Statement of Unauthorized Debit." Bank will attempt to obtain the form and deliver it to you. You agree not to re-originate any transaction returned as unauthorized or as authorization revoked unless and until the Receiver reauthorizes the Entry or Entry stream. In the event the rate of unauthorized transactions exceeds the permissible limit based on the calculations noted in the Rules, you will share the data requested by Bank based on the Rules and will immediately begin the process of bringing the rate below that threshold.

## **7. Rejection, Correction of Entries**

Bank may reject any Entry for any reason whatsoever. Servicer shall notify you of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of an On-Us Entry, its effective entry date. Bank shall have no responsibility or liability to you in connection with the rejection of any Entry or for failing to provide notice of a rejection. Bank is not obligated to pay you interest for the period before you receive the notice of rejection. If an Entry is rejected for any reason, it is your responsibility to correct the Entry that you intend to resubmit. If the amount of any Entry or Entries received by Bank does not agree with any corresponding transmittal information provided by you pursuant to this Addendum, Bank may in its sole discretion reject or correct the Entry or Entries. If Bank determines in its sole discretion to correct an Entry, you shall be deemed for

purposes of this Addendum to have delivered the Entry to Bank as it has been corrected by Bank pursuant to this section.

#### **8. Cancellation, Reversal, or Amendment by You**

You shall have no right to cancel, reverse, or amend any Entry after its receipt by us. However, if a request for cancellation, reversal, or amendment is received by Bank prior to transmitting the Entry to the ACH Operator, Bank may use reasonable efforts to act on such a request but shall have no liability if such request is not or cannot be effected. Your request must include the reason for the cancellation, reversal, or amendment. You agree to indemnify Bank in connection with any such request from you. Obligations under this section will survive the termination of this Service.

#### **9. Authorization**

Prior to submitting an Entry, you will obtain written authorization as required by the Rules and Applicable Law from the Receiver. The authorization must have clear and understandable terms and inform any consumer Receiver of the method and terms for revoking such authorization. The authorization must identify the Receiver's account and the RDFI where such account is maintained. With respect to any Entries involving consumer accounts, you shall comply with any applicable requirements of the federal Electronic Funds Transfer Act and its implementing rules under Regulation E.

#### **10. Credit Entries**

Credit Entries you initiate may be transmitted through the ACH system. Your rights and obligations as the Originator of such Entries are governed by and construed in accordance with the laws of the State of California. Any credit given by the RDFI to the Receiver of your credit Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of Article 4A of the UCC. If the RDFI does not receive payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account and you will not be considered to have paid the amount of the credit Entry to the Receiver.

#### **11. Provisional Credit**

Bank shall not be required to pay you the amount of any Debit Entry or credit reversal before Bank receives final settlement for such Entry. Any payment by Bank as credit to your Account prior to final settlement shall be provisional and Bank shall have the right, without prior notice or demand by Bank, to immediate repayment by you of the amount of such credit upon Bank's receipt of notice that final settlement has not occurred. In addition, Bank shall have the right, without notice or demand, to immediate repayment by you of the amount of any Debit Entry returned or rejected and any adjustment Entry for which Bank is required to settle under the Rules and for which you have previously received credit, at the time Bank receives such rejection, return, or adjustment Entry, as applicable, or notice thereof.

#### **12. Bank's Right to Debit.**

Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this Addendum by debiting your Account, even if such debit results in an overdraft on your Account.

With respect to a Debit Entry that is returned, reversed, or adjusted for any reason by the RDFI, you specifically authorize Bank to debit your Account for such Debit Entry, plus any related costs incurred by Bank, or take such other action as would be appropriate under the circumstances. Bank will notify you accordingly. If your Account does not have adequate funds to cover return, reversal, or adjustment of such Debit Entry, then Bank may either (i) overdraw your Account or (ii) debit your Collateral Account to cover the return, reversal, or adjustment of such Entry.

If Bank releases funds after your death and is required to pay tax or reclamation claims to a government agency as a result, your estate is responsible for reimbursing Bank for an amount equal to the cost of such claims.

### **13. Notice**

Except as otherwise expressly provided herein, Bank shall not be required to act upon any notice or instruction received from you or any other Person, or to provide any notice or advice to you or any other Person with respect to any matter.

### **14. Security Procedures.**

You may only submit ACH Entries through the Security Procedures defined in the Agreement. You agree to comply with the Security Procedures and you acknowledge that such security procedures are acceptable and a commercially reasonable method of providing security against unauthorized Entries. Bank reserves the right to change the Security Procedures in its sole discretion. You acknowledge that the purpose of the Security Procedures is to verify authenticity and not to detect an error in the transmission or content of an Entry. Bank and you have not agreed upon any procedures for the detection of errors and you are solely responsible for any errors not caused by Bank.

Any Entry (or request for cancellation or amendment of an Entry) communicated to Bank will be effective as your instruction, whether or not authorized, and regardless of the actual identity of the sender thereof, if it is an Eligible Instruction accepted by Bank in good faith. Bank is not obligated to act on any instruction other than Eligible Instructions. You are solely responsible for the accuracy and completeness of each Eligible Instruction.

You agree to and will cause your Third-Party Service Providers (if applicable), to develop, implement, and update policies, procedures, and systems as necessary to ensure compliance with the ACH Security Framework Rule and to protect the integrity and confidentiality of Protected Information. You will not, and will ensure any Third-Party Service Providers do not, disclose Protected Information except as necessary and permitted by the Rules to facilitate the ACH Services. You agree to keep your Login Credentials safe and secure and not disclose them to anyone other than a Person authorized and permitted by you to send Entries to Bank on your behalf. You will immediately give notice to Bank via Servicer upon determining that any breach of confidentiality has occurred, including because any unauthorized Person has gained access to Protected Information.

### **15. Risk Exposure Limits and Prefunding**

Your use of the ACH Services may be subject to underwriting criteria imposed by Bank from time to time in its sole discretion. Bank may establish limits on your use of the ACH Services for any reason, including based on your financial condition or historical or anticipated transaction levels. These limits may include limits on the size, frequency, or number of transactions you may make in a given period. Any limits will be disclosed to you through the Parafin Platform. You acknowledge that any limit imposed is solely for the protection of Bank and its assets. Bank may suspend or reject processing of any Entry or File that exceeds any applicable limits Bank has imposed. You may not reinitiate Entries except as permitted by the Rules. You understand that requests for Entries exceeding any limits are honored solely at the discretion of Bank. Requests not honored may be communicated by Bank to you. Regardless of any limits imposed by Bank, you are required to pre-fund your Account prior to the Settlement Date of any Credit Entries you initiate to ensure adequate funds are available. In addition, Bank may require, in its sole discretion, that you establish reserves with the Bank prior to any continued use of the ACH Services.

### **16. Record Retention**

You shall retain data on file adequate to permit remaking of Entries for five (5) days following the date of their transmittal by Bank and shall provide such data to Bank upon request. You will maintain records of: (1) information provided to Bank in connection with an Entry for a period of six (6) years after the date of submission; and (2) each authorization in its original form while it is in effect and an original form or copy for two (2) years after termination or revocation of the authorization, or such longer period as may be required by the Rules. Upon request, you will provide such records to Bank via Servicer promptly, but no later than five (5) days following the date of the request.

All Entries, Security Procedures, and related records used by Bank for transactions contemplated by this Addendum shall be and remain Bank's property. Bank may, at its sole discretion, make available such information upon your request. You shall pay any expenses incurred by Bank in making such information available to you. You and Bank agree that all telephone conversations or data transmissions between you and Bank made in connection with this Addendum may be electronically recorded and retained by Bank by use of any reasonable means. Bank shall not be obligated to make such recordings.

## **17. Compensation and Fees**

Fees for the ACH Services are set forth in the Agreement.

## **18. Representations, Warranties, and Covenants**

You represent and warrant to Bank that:

- a. You have access to a copy of the Rules, have reviewed your obligations thereunder, and have subscribed to receive revisions to the Rules directly from NACHA;
- b. In using the ACH Services, regardless of whether an Entry is sent through the ACH network, you will comply and will cause your directors, officers, employees, and agents to comply with Applicable Law, the Agreement, and this Addendum;
- c. You adopt and make to Bank all representations and warranties of an Originator under the Rules;
- d. Each Person identified as the Receiver on an Entry submitted to Bank has authorized the Entry pursuant to the Rules, such authorization has not been revoked, and you shall furnish the original or a copy of the authorization to Bank or any other affected Participating DFI immediately upon request;
- e. Each Entry contains all information required by the Rules;
- f. Each credit Entry is timely and each debit Entry satisfies an obligation, corrects an error, or reclaims an amount received after death or legal incapacity;
- g. Banking information for the Entry is transmitted securely;
- h. You have used commercially reasonable procedures to verify that all information contained in an Entry, including routing numbers, is accurate and valid; and
- i. Entries transmitted to Bank are limited to those types of Entries set forth by Bank in the Agreement and this ACH Addendum.

## **19. Authorized Users**

We may allow you to appoint Authorized Users pursuant to this Addendum and the terms governing your use of the Parafin Platform. You agree that you are solely liable for:

- a. Your Authorized Users' compliance with your obligations under this Addendum;
- b. All transactions initiated by your Authorized Users, unless you have given notice that an Authorized User is no longer authorized to use the ACH Services as provided in this Addendum; and
- c. Any Losses Bank incurs as a result of the activities or omissions of your Users. It is your responsibility to train Authorized Users on their obligations and to appropriately safeguard Login Credentials.

## **20. Audit and Risk Assessments**



If required by the Rules, you agree to conduct an annual audit of your compliance with the Rules and shall retain documentation supporting such audits for six (6) years from the date of the audit. You shall provide such documentation upon request by Bank or NACHA within five (5) Business Days of such request. In addition, you agree that Bank or a third party appointed by Bank shall have the right to audit your compliance with the Rules upon not less than ten (10) Business Days prior notice.

## **21. Termination**

Bank may terminate or suspend the ACH Services and this ACH Addendum at any time in its sole discretion, including for breach of the Rules, in a manner that permits Bank to comply with the Rules. This Addendum may be terminated by you at any time by giving Servicer not less than thirty (30) days' prior written notice. Your obligations arising under this Addendum survive termination and this Addendum shall continue in full force and effect with respect to all Entries and transactions which were in process.

## **22. Amendments**

Bank may amend, revise, supplement or otherwise modify this Addendum from time to time upon notice to you through the Parafin Platform. Your continued use of the ACH Services thereafter shall constitute your acceptance of any modified terms.

## **23. Indemnification**

You agree that you shall indemnify and hold Bank and Servicer harmless from and against any and all Losses, which may be claimed against Bank for any alleged or actual breach of warranty relating, directly or indirectly, and in whole or in part, to an Entry transmitted by you to Bank or for any other act or omission of Bank pursuant to this Addendum.

## **24. Limitation of Liability.**

Neither Bank nor Servicer shall be responsible for your acts or omissions including the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from you or the acts or omissions of any other Person, including without limitation any ACH Operator, including transmission or communications facilities, any Receiver or RDFI, including the return of an Entry by such Receiver or RDFI, and no such Person shall be deemed Bank's agent.

NONE OF BANK, ITS AFFILIATES, SERVICER, NOR ANY OF ITS OR THEIR AGENTS SHALL BE RESPONSIBLE FOR OR SHALL INCUR ANY LIABILITY (WHETHER ARISING BY CONTRACT, TORT, STATUTORY DUTY, OR OTHERWISE) TO YOU, THE RECEIVER, OR ANY OTHER PARTY FOR: (1) THE PERFORMANCE OF, OR DELAYS IN, OR FAILURE TO EXECUTE, ANY OF ITS OR THEIR UNDERTAKINGS UNDER THIS ADDENDUM; OR (2) ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM, EXCEPT: (i) WHERE SUCH LIABILITY IS ATTRIBUTABLE TO BANK, OR ITS AFFILIATES', OR ANY OF ITS OR THEIR AGENTS' FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; OR (ii) WHERE SUCH LIABILITY MAY NOT BE EXCLUDED OR LIMITED BY LAW. BANK'S, ITS AFFILIATES', AND ITS OR THEIR AGENTS' AGGREGATE LIABILITY IN CONNECTION WITH ANY ENTRY SHALL NOT EXCEED THE AMOUNT OF SUCH ENTRY. YOU SHALL REMAIN SOLELY AND EXCLUSIVELY RESPONSIBLE FOR ANY AND ALL FINANCIAL TRANSACTION RISKS ASSOCIATED WITH YOUR ACCOUNT, INCLUDING, BUT NOT LIMITED TO, INSUFFICIENT FUNDS, FRAUDULENT TRANSACTIONS, AND TRANSACTIONS RESULTING FROM IMPROPER INPUT DATA ASSOCIATED WITH THE ACH SERVICES.

**EXHIBIT 4**

**Transaction Thresholds**

Item	\$ Threshold
Daily Outgoing Transfer Limit	\$20,000
Minimum Transfer Amount	\$0.01
Maximum Outgoing Transfer	\$15,000