

FUND TRANSFER AGREEMENT

This fund transfer agreement (the “**Funds Transfer Agreement**”) forms a legal agreement between Lead Bank, a Missouri state-chartered bank (“**Bank**”) and the entity or sole proprietor on whose behalf the associated the BVNK Service Terms (the “**Agreement**”) is created (“**Client**”). This Fund Transfer Agreement states the terms and conditions that govern the Bank’s provision, and Client’s use, of certain payment processing and fund transfer services (collectively, the “Bank Services”) available through the BVNK Services.

For purposes of this Fund Transfer Agreement, each of Bank and Client may be referred to as a “Party” and together, the “Parties” (and, for the avoidance of doubt, for purposes of this Fund Transfer Agreement neither “Party” nor “Parties” shall include BVNK). All other defined terms used in this Fund Transfer Agreement have the meaning assigned to them in the Agreement. In this Fund Transfer Agreement, the term “herein” (and similar terms) shall refer solely to this Fund Transfer Agreement, and not to the terms of the Agreement. Further, the following terms shall have the following meanings for purposes of this Fund Transfer Agreement:

- “**Governmental Authority**” means any international, federal, territorial, State or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing having jurisdiction over Bank as applicable, and its respective Affiliates.
- “**Transaction**” means a transaction (including a return, reversal, or chargeback of a transaction) originated or received by Bank on behalf of the Client, or otherwise processed or executed by Bank for Client in accordance with the terms of this Fund Transfer Agreement.

1. General Terms

- (a) Client agrees to comply with all terms of the Agreement. A breach of the Agreement by Client (including, for the avoidance of doubt, any breach by Client of a representation, warranty, or covenant to BVNK, whether or not such provision provides that the representation, warranty, or covenant extends to or is intended to protect Bank) of an obligation that Client owes to BVNK) shall constitute a breach of this Fund Transfer Agreement, and shall entitle Bank to pursue the remedies for breach set forth herein and permitted by Applicable Law. A statement in this Fund Transfer Agreement to the foregoing effect with respect to a specific provision of the Agreement, or the fact that a provision of the Fund Transfer Agreement imposes an obligation similar to a provision of the Agreement, shall not by implication or otherwise override the generality of the foregoing.
- (b) Client hereby makes to Bank all representations and warranties that Client makes to BVNK in the Agreement. Without limiting the generality of the foregoing, Client represents and warrants to Bank the following:
 - (i) Each time Client requests a payment through the BVNK Services, Client represents and warrants that Client has all necessary and compliant authorizations and approvals under Applicable Law, including to originate payments to the identified Vendor, in the amount and on the date submitted, and that each payment is accurate and timely and authorization has not been revoked.
 - (ii) Client is and shall remain in compliance with this Agreement and Applicable Law and any payment requested through the BVNK Services complies with Applicable Law and Network Rules;

BVNK-Lead

- (iii) No payment Client requests is to a Vendor identified on any list of sanctioned parties published by the U.S. Office of Foreign Assets Control, or would otherwise violate Applicable Law related to U.S. or foreign economic sanctions;
 - (iv) Neither Client nor any Vendor to which Client requests payment through the BVNK Services is engaged in any business or activity on BVNK's Prohibited Business List, as updated from time to time;
 - (v) Any payment made to a Vendor located outside of the United States complies with Applicable Law in the receiving country;
 - (vi) Client will promptly notify Bank of any change in circumstances of which Client is aware that would make (or with the passage of time would make) the representations and warranties in this Agreement inaccurate.
- (c) Client understands and agrees that BVNK is Bank's service provider and program manager with respect to the Bank Services. BVNK maintains the BVNK Services, and the BVNK platform (or such other portals or methods made available by BVNK from time to time) shall be the primary means by which Client interfaces with Bank in connection with the Bank Services. Client understands and agrees that any information provided to BVNK (whether through the BVNK Services or otherwise) may be shared with Bank, and may be relied on by Bank.
- (d) If a provision of this Fund Transfer Agreement is conditioned upon Bank's belief or suspicion with respect to a fact or other matter (including a future matter), then such condition shall be satisfied if BVNK has such belief or suspicion with respect to such matter. Bank may delegate to BVNK the authority to exercise any discretion or make any assessment that Bank is permitted to exercise or make by the terms of this Fund Transfer Agreement or Applicable Law.
- (e) Client will use the Bank Services only to initiate transactions on its own behalf, to make payments for its own account, and shall not use the Bank Services (or allow any other person to use the Bank Services) to effect payments for or on behalf of another party, or to transfer funds for any other party. Client will use the Bank Services only for business, commercial, or agricultural purposes, and will not use the Bank Services (or allow any person to use the Bank Services) for any personal, family, or household purposes.
- (f) Client acknowledges, agrees, represents and warrants that (i) the Funding Account is a commercial-purpose deposit account and is not established for personal, family, or household purposes; (ii) neither Bank nor BVNK maintains an "account" for Client within the meaning of Regulation E (12 C.F.R Part 1005); (iii) Client will not submit requests for any payments made primarily for personal, family, or household purposes; and (iv) as a result of (i) – (iii), fund transfers through the BVNK Services are not subject to Regulation E, including the error resolution procedures required thereunder. In addition, Client acknowledges and agrees it shall not submit a payment request that would be a "remittance transfer" as defined under Regulation E.

2. Payments

- (a) Bank has established the Settlement Account to receive funds from Client and other BVNK Services clients and to effect fund transfers on behalf of Client and other BVNK Services clients. Client understands and agrees that the Settlement Account is an omnibus account in which Bank will hold funds on behalf of other BVNK Services clients in addition to the Client. When funds are deposited into the Settlement Account in connection with a Transaction, Bank holds such funds as custodian for the benefit of Client, and Client is the

beneficial owner of such funds. Subject to the foregoing, Client does not own or control the Settlement Account. Client is not entitled to any interest on funds maintained in the Settlement Account.

- (b) When Bank receives from BVNK payment instructions submitted by or on behalf of Client through the BVNK Services, Bank will originate an electronic fund transfer from the Funding Account to the Settlement Account in the amount specified in the payment instructions. Upon final settlement of such electronic funds transfer, Bank will originate an electronic fund transfer in the same amount from the Settlement Account to the Vendor Bank Account identified in the relevant payment instructions. Bank may effect such electronic fund transfers by ACH, wire payment, or any other method determined by Bank.
- (c) If a transfer from the Funding Account to the Settlement Account is returned or reversed for any reason, then Bank may attempt to recover funds transferred to the Vendor Bank Account in connection with the Transaction. Client authorizes Bank to pursue any mechanisms or remedies available under Network Rules or Applicable Law to recover such funds from the financial institution that holds the Vendor Bank Account, without any further notice or authorization from Client. If Bank requests Client's assistance to recover such funds, then Client shall provide Bank with such assistance. If Bank incurs a loss due to the inability to recover funds transferred to a Vendor Bank Account, then Client agrees to assist Bank in pursuing any available remedies against the holder of the Vendor Bank Account, or other party against which remedies may be available to Bank or Client. Such assistance may include (at Bank's request) Client assigning to Bank or allowing Bank to subrogate to claims or rights Client has against the owner of the Vendor Bank Account.
- (d) Client agrees to maintain sufficient funds in the applicable Funding Account to satisfy any payments that Client initiates (or that are initiated on Client's behalf) through the BVNK Services, as well as any amounts owed to BVNK or Bank, including for returns, reversals, fees, and expenses. Bank reserves the right to reject any payment Client requests for which sufficient funds are not available in the Funding Account.
- (e) Notwithstanding anything to the contrary in this Fund Transfer Agreement, Bank shall not be required to initiate a Transaction in response to payment instructions, or process any Transaction, if Bank believes or has reason to suspect that such Transaction would violate Applicable Law or would subject Bank or BVNK to unreasonable risk of loss (e.g., due to fraud).

3. Authorization and Settlement.

- (a) Each time Client requests a payment through the BVNK Services, Client represents and warrants to Bank that Client has all necessary and compliant authorizations and approvals under Applicable Law, including to originate payments to the identified Vendor, in the amount and on the date submitted, and that each payment is accurate and timely and authorization has not been revoked.
- (b) Bank is entitled to rely on any payment request and associated information Client communicates to BVNK via the BVNK Services or otherwise according to requirements or methods BVNK provides to Client. By submitting a payment request or information through the BVNK Services, Client authorizes Bank to initiate electronic fund transfers in accordance with the payment information provided in connection with the request (including electronic fund transfers from the Funding Account to the Settlement Account).
- (c) Client shall provide any information about a Vendor reasonably requested by BVNK or Bank in connection with: (i) protecting against or preventing actual or potential fraud, unauthorized transactions, claims, sanctions violations, or other liabilities; (ii) resolving Vendor or Client disputes or inquires; (iii) responding to requests from Bank, a payment

BVNK-Lead

network, or governmental authorities; or (iv) facilitating Bank's compliance with Applicable Law.

- (d) If Client appoints Authorized Users to access the BVNK Services, Client shall comply with all policies, procedures, and requirements for Authorized Users established by BVNK. Client shall be responsible to Bank for any actions taken by Authorized Users.

4. Rejected and Erroneous Transactions.

- (a) Bank may, in its sole discretion, suspend processing of, reject, or refuse to process any payment request for any reason, including if Client is not in material compliance with this Fund Transfer Agreement or if Bank suspects that the payment request (or an electronic funds transfer to be initiated pursuant to the payment request): (i) does not comply with this Fund Transfer Agreement, Applicable Law, or BVNK or Bank's policies and procedures, including any formatting or technical requirements; (ii) may be fraudulent or unauthorized; (iii) exceeds or will exceed after settlement of all outstanding transactions any applicable transaction limit or available funds for Client; or (iv) is likely to be returned or reversed, or could expose BVNK or Bank to risk of loss. Neither BVNK nor Bank shall have any liability to Client for suspending or rejecting any payment request.
- (b) Bank shall not have any obligation to discover and shall not be liable to Client for errors made by Client, including: (i) errors made in identifying a payment recipient, Vendor Bank Account, an intermediary, or a recipient bank; (ii) errors in Vendor Account Information; (iii) errors in the amount of a payment; (iv) errors related to the date on which settlement occurs; or (v) duplicate payment requests issued by Client. Client shall not have the right to cancel, amend, or reverse a payment after Client initiates a payment through the BVNK Services. The fact that BVNK or Bank is able to successfully cancel, amend, or reverse a payment shall not create an implied representation, warranty, or covenant that BVNK or Bank will successfully act on future requests by the Client to cancel, amend, or reverse a payment. Client shall be responsible for correcting any payment request and accompanying information rejected by BVNK or Bank prior to resubmission.
- (c) Client agrees that if the Vendor Account Information contains a Vendor name that does not match the name of the accountholder for the account number in the books and records of the Vendor's financial institution, then the Vendor's financial institution may credit the account identified in the Vendor Account Information on the basis of the account number only. Client shall not be entitled to any refund of funds, and Bank shall not be liable for any losses, associated with a transaction credited by the RDFI to the account with the account number identified in the Vendor Account Information, even if such account is not owned by the intended recipient.

5. Indemnification.

Client will defend, indemnify, and hold Bank (and all respective directors, officers, employees, agents, affiliates, and permitted assigns) harmless from and against all third-party claims, actions, proceedings, regulatory investigations, damages, losses, judgments, settlements, fines, penalties, costs and expenses (including attorneys' fees), arising from or in connection with: (i) Client's breach of any representation, warranty, or covenant set forth in the Agreement or the Fund Transfer Agreement; (ii) Client's failure to comply with Applicable Law or Network Rules; (iii) Client's failure to maintain a sufficient balance in the applicable Funding Account to cover Client's obligations under this Agreement; (iv) Bank processing payments, transferring funds, or otherwise executing transactions in accordance with Client instructions; (v) Client's contracts, payments to, or relationship with a Vendor; (vi) Client's fraud, gross negligence or willful misconduct; (vii) the acts or omissions of Client's service providers, if any; or (viii) the acts or omissions of the Client that cause Bank to fail to comply with Applicable Law. Client shall reimburse, indemnify, and hold harmless Bank for any expenses that Bank may incur as the result of the issuance of

BVNK-Lead

duplicate payment instructions by Client or in effecting Client's request for the cancellation or amendment of a payment.

6. Suspension and Termination.

- (a) Immediately upon BVNK's suspension or termination of the Agreement or Client's use of the BVNK Services, Bank's obligations to provide the Bank Services shall suspend or terminate, as applicable. Bank shall not have any independent obligation to provide notice to Client of such suspension or termination, and BVNK's notice to Client of suspension or termination of the Agreement or Client's use of the BVNK Services shall be sufficient to provide notice to Client that the Bank Services have been suspended or terminated (for the avoidance of doubt, even if such notice from BVNK does not specifically mention or reference the Bank Services).
- (b) Bank may immediately suspend or terminate this Fund Transfer Agreement or Client's use of the BVNK Services: (i) upon Client's termination of the Agreement; (ii) for Client's failure to comply with the Agreement, this Fund Transfer Agreement, or Applicable Law, including Client's failure to maintain sufficient funds in its Funding Account or Reserve Account; (iii) if such suspension, restriction, or termination is necessary to enable Bank to comply with this Fund Transfer Agreement or Applicable Law; (iv) if Bank reasonably suspects that Client is likely to violate, or is in violation of, Applicable Law or Network Rules, or otherwise poses material risk to BVNK, its Bank or a third party, including, if BVNK reasonably suspects fraud, risk, or unusual activity; (v) if BVNK requires such suspension, restriction, or termination; (vi) Bank is ordered or requested to do so by a Regulatory Authority; or (vii) Bank's relationship with BVNK terminates.
- (c) Either Party may terminate this Agreement on ten (10) Business Days' notice.
- (d) Any obligation of either Party incurred prior to termination shall survive termination.

7. Notice

Notice must be in writing and will be deemed given only when sent by first class mail major commercial rapid delivery courier service, or email to the party to whom the notice is directed as follows:

- (a) To Bank: By delivery to BVNK in accordance with the requirements for providing notice to BVNK under the terms of the Agreement. Any notice to Bank that is delivered to BVNK must clearly indicate that it is intended to be delivered to Bank.
- (b) To Client: At the contact email address provided by Client in connection with applying for the BVNK Services.

8. Records.

Any obligation of Bank to provide or make available to Client information regarding the Bank Services may be satisfied by the provision of such information by BVNK via the BVNK Portal, or in another manner as agreed to by BVNK and Client. Client shall provide notice to Bank of any improper or erroneous payment or other discrepancy within thirty (30) days of the time that information regarding a Transaction is made available to Client, and shall provide such notice to Bank by providing notice to BVNK in accordance with Section 9 of the Agreement. If Client notifies Bank of an erroneous payment or other discrepancy after such timeframe, Bank may, at its discretion, investigate whether any adjustments are appropriate or whether any amounts may be due to Client. However, Bank shall not be obligated to perform such investigation and Client shall be prohibited from bringing any claim against Bank with respect to the transaction.

9. Security Program.

Client shall establish and maintain a security program that includes administrative, technical, and physical safeguards that: (i) protect the security, confidentiality, and integrity of all Protected Information it maintains in connection with transactions through the BVNK Services; (ii) protect against any threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; (v) are appropriate to the risks associated with Client's use of the BVNK Services; and (vi) meet or exceed requirements under Applicable Law and Network Rules.

10. Service Providers.

Client may use certain services provided by BVNK or a third party to assist Client in meeting its obligations relating to verification of accounts and identification of End Users, fraud screening, or other requirements of this Agreement and Applicable Law. Client acknowledges that Client remains solely responsible for compliance with all such requirements, regardless of Client's usage of any services provided by BVNK or a third party.

11. Arbitration.

- (a) In the event of a dispute arising under or relating to this Agreement ("**Dispute**"), either Party may elect to finally and exclusively resolve the Dispute by binding arbitration governed by the Federal Arbitration Act ("**FAA**"). Any election to arbitrate, at any time, shall be final and binding on the other Party. IF EITHER PARTY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All Disputes will be resolved before a neutral arbitrator selected jointly by the Parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by JAMS pursuant to its then current Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, or, where appropriate, pursuant to JAMS' Streamlined Arbitration Rules and Procedures. All applicable JAMS' rules and procedures are available at the JAMS website www.jamsadr.com.
- (b) Each Party will be responsible for paying any JAMS filing, administrative, and arbitrator fees in accordance with JAMS rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in San Francisco, California. The Parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The Parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Nothing in this Agreement will prevent BVNK from seeking injunctive relief in any court of competent jurisdiction as necessary to protect BVNK's proprietary interests.
- (c) **CLASS ACTION WAIVER.** Client agrees that any arbitration or proceeding shall be limited to the Dispute between Bank and Client individually. To the full extent permitted by law: (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a

purported representative capacity on behalf of the general public or any other persons. CLIENT AGREES THAT CLIENT MAY BRING CLAIMS AGAINST BVNK ONLY IN CLIENT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

- (d) **SEVERABILITY OF ARBITRATION SECTION.** Except as provided herein, if any part or parts of this Arbitration section are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of this Arbitration section shall continue in full force and effect.
- (e) **SURVIVAL OF ARBITRATION SECTION.** This Arbitration section will survive the termination of Client's relationship with BVNK.