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MASTER SERVICES AGREEMENT FOR TREASURY MANAGEMENT

Effective Date: September 1, 2026

This Master Services Agreement for Treasury Management ("**Agreement**") governs the treasury management relationship between the customer identified in the accompanying Enrollment and Authorization Form ("**Enrollment Form**"), (referred to as "**Customer**," "**you**," and "**your**") and Southwest Heritage Bank (referred to as the " **Savings Bank,** " "**we**," "**us**," and "**our**"), collectively referred to as the "**Parties**". This Agreement contains general terms and conditions applicable to all Services, and additional terms for each specific Service are set forth in the Schedule applicable to the particular Service ("**Schedule**"), the Service Request, and any Documentation (collectively, the "**Service Terms**"). Other initially capitalized terms used in this Agreement have the meanings set out herein or ascribed to them elsewhere in the Agreement.

GENERAL TERMS AND CONDITIONS.

These general terms and conditions apply to all Services provided by us to you.

DEFINITIONS AND ACCOUNTING TERMS.

Definitions. As used in this Agreement, the following terms have the following meanings:

"ACH" means the automated clearing house.

"Account" means any deposit account held with us, as well as any master or related accounts automatically linked to that account, that you have designated as the account from which we will debit or credit for Entries or into which or from which you request or authorize payments to be made or Funds to be transferred. For purposes of this agreement, the term Account also includes Deposit Accounts and Designated Accounts.

"Administrative Portal" means the interactive Internet site hosted by us that you may use to access reports, initiate payments on behalf of payers, initiate refunds, and provision user rights and other operational parameters in connection with the Services, as applicable.

"Agent" means a third-party service provider, processor, or facilitator approved by us as your agent in connection with any Service.

"Applicable Law" means any and all federal, state, and local statutes, regulations, or rules which may be applicable to you, us, or a Service provided under this Agreement. For the avoidance of doubt, the term Applicable Law includes any applicable Payment System Rules.

"Authorized Administrator" means each of your officers or employees who is authorized to administer your use of one or more specific Services.

"Authorized User" means, with respect to any Service, any individual designated by an Authorized Administrator (or by a Security Administrator designated by an Authorized Administrator) as provided herein or in the Schedule for such Service to access the Service.

"Available Funds" means sufficient funds on deposit in a Designated Account for use with a specified Service and available for withdrawal in accordance with our applicable funds availability schedule. We use an available balance method to determine if there are sufficient funds in your Designated Account.

"Business Day" means (i) each Monday through Friday on which our offices are open for carrying on substantially all of our banking functions, excluding all holidays recognized by the Federal Reserve Bank System, and (ii) with respect to ACH transactions and wire transfers, each day the Federal Reserve's ACH system or Fedwire funds transfer systems for transmitting Entries are open for processing and our offices are open for business.

"Collected Funds" means (i) funds in the Deposit Account for which we either have received final settlement or have posted a temporary credit or debit in anticipation of final settlement, (ii) funds available to you from a line of credit that may be drawn upon and swept into the Deposit Account on an automated basis, and (iii) funds available to you from an investment account that may be drawn upon and swept into the Deposit Account on an automated basis. Funds otherwise available from a line of credit or investment account that are or may be accessed on a manual sweep basis are not Collected Funds for the purposes of this definition.

"Credentials" means all keys, access codes, combinations, access cards, personal identification numbers, Customer ID, User ID, User Password, and any other applicable credentials and similar security codes or identifiers issued to or selected by you and your personnel in connection with any Service.

"Deposit Account" has the meaning set forth in the Establishing Services section of this Agreement.

"Designated Account" has the meaning set forth in the Establishing Services section of this Agreement.

"Documentation" means any user guides, manuals, training materials, procedures, specifications, guidelines, instructions, protocols, service level agreements, or other materials provided or made available to you in connection with any Service and all fee and pricing information regarding the Services.

"Effective Entry Date" means, with respect to any ACH Entry, the date identified by the Originator as the intended date for such Entry to post to the account of the Receiver.

"Electronic Payment" means a payment that is fulfilled via an Entry, unless otherwise specified in connection with a specific Service.

"Entry" or **"Entries"** with respect to ACH transactions has the meaning set forth in the Nacha Rules, and with respect to Funds transfers, means a request or instruction for an electronic transfer of Funds to your Designated Accounts from third party accounts or from your Designated Accounts and for automatic deposit programs.

"Entry Window" means those specific times in each Business Day during which we may receive and process Entries.

"Exposure Limit" means the maximum aggregate amount of in-process Entries permitted to be outstanding at any time, which amount shall be separately communicated to you by us in writing from time to time. We may set Exposure Limits with respect to individual or aggregate transactions and Exposure Limits may be different for different Services.

"Fed" means the Federal Reserve Bank, to which all Entries for recipients to be paid through other financial institutions must be sent.

"Federal Reserve" means the Board of Governors of the Federal Reserve, and may also reference any Federal Reserve Bank.

"Funds" means your funds held with us or another financial institution which are available for transfer under this Agreement, whether held in the form of investments, instruments, or balances.

"Intellectual Property Rights" means, with respect to each Service, all rights, title, and interests in and to the Content, as well as the ideas and concepts incorporated in those items, and all modifications, improvements and enhancements thereof and additions thereto, including all trade secrets, copyrights and other associated proprietary and intellectual property rights pertaining thereto.

"Maintenance Window" means a period of time designated in advance by us during which software updates may be performed that could cause disruption of Services.

"Mobile Application" or **"Mobile App"** means the Service provided by us that allows an Authorized User to conduct financial transactions remotely using a Mobile Device.

"Mobile Device" means any data-enabled mobile device that can send and receive information using technology that supports the Mobile App.

"Nacha" means the organization that manages and oversees the ACH network.

"Nacha Rules" means the operating rules and operating guides of the applicable regional clearing house association and Nacha, as they may be modified from time to time.

"Network" means the network of parties, retained from time to time by us, in our sole discretion.

"OFAC" means the United States Department of the Treasury's Office of Foreign Asset Control.

"Participating Depository Financial Institutions" means, collectively, us and all other financial institutions holding accounts of yours and your customers which are accessible through the Fed or an applicable regional clearing house association.

"Payment File" refers to an electronic file containing one or more electronic Payment Records sent by you to us for processing.

"Payment Record" means a detailed instruction to execute a Funds transfer, which detail must include the payment amount, payee name, payment number, and any other applicable information that we may require in our sole discretion.

"Payment System Rules" mean the rules of any private or governmental group that govern a payment system through which funds may be transmitted in connection with a Service provided under this Agreement, including without limitation, the Nacha Rules, the Visa rules, the MasterCard rules, the rules of the Electronic Check Clearing House Organization, and the rules of the Federal Reserve System.

"Provider" means each of us and any supplier, licensor, or Service Provider to us.

"Regulation CC" means Regulation CC of the Board of Governors of the United States Federal Reserve Board pursuant to the Expedited Funds Availability Act, 12 U.S.C. §§ 4001 et seq.

"Regulation E" means Regulation E of the Board of Governors of the United States Federal Reserve Board pursuant to the Consumer Credit Protection Act, as amended, 15 U.S.C. §§ 1693 et seq.

"Security Administrator" means the person or persons (if any) designated by an Authorized Administrator to establish Authorized Users of any Service.

"Self-Service Start Date" means, for each Service, the date identified by us (if any) on which use of and access to the Service and the user privileges for such Service will be established, controlled, and administered primarily by one or more Authorized Administrator(s) or Security Administrator(s) identified by you.

"Service" means one or more treasury management services that we make available to you as set forth in this Agreement, the Enrollment Form, and applicable Schedules.

"Service Provider" means a third party that provides services, including, without limitation, subcontractors, couriers, vendors, processors, and all other agents. With respect to us, our Service Providers shall include any other financial institution and any payment system that we may use in providing a Service.

"Service Request" means a request for new Services hereunder, which you may make by executing and delivering an updated Enrollment Form to us from time to time.

"Settlement Date" means, with respect to any Entry, the date on which such Entry is reported to the account by the applicable Federal Reserve Bank in accordance with Payment System Rules.

"Software" means the computer software (including, without limitation, the source code, listings, magnetic media, and any support materials related thereto) used in connection with any Service and with any transfers made under this Agreement.

"UCC" means the Uniform Commercial Code, as adopted by Arizona.

UCC Terms. Other initially capitalized terms used but not defined in this Agreement have the meanings ascribed in the UCC.

Accounting Terms. Accounting terms used but not defined herein have the meanings ascribed in generally accepted accounting principles.

ACH Terms. Capitalized terms used in reference to the ACH Service have the meanings ascribed to them in the Nacha Rules. In the event of any irreconcilable conflict as between such definitions contained in this Agreement and the Nacha Rules, the definitions in the Nacha Rules will control.

ESTABLISHING SERVICES.

Set-Up And Implementation. By submitting a Service Request to us, you are acknowledging and agreeing that the Service Terms and this Agreement will apply to you and your receipt and use of the particular Service. The Service Terms become binding upon our acceptance of your Service Request for the particular Service and constitute a part of this Agreement. You may not use a Service until your Service Request is accepted by us. A Service Request may be deemed accepted upon our provision of the Service to you. We will notify you of our acceptance of your Service Request so that you may commence use of the Service(s) requested or begin set-up and implementation, as required for each particular Service.

Some Services may need to be set-up or otherwise implemented before they are available for use. The implementation process, including any set-up instructions, for each Service will be set forth in the Documentation, Service Request, or Schedule(s). Unless otherwise agreed by us in writing, you will be responsible for taking any steps or obtaining any equipment necessary to implement the Services and the associated costs and expenses. In our sole discretion, we may provide additional Documentation to you in connection with the implementation of a Service or at any time after the Service commences, including when our technical requirements change from time to time, and you will be bound by any requirements contained in such Documentation for so long as you continue to receive, access, or utilize the applicable Service.

Software/Hardware and System Requirements. In order to access a Service, you will be required to comply with the applicable Software, hardware, and system requirements set forth in the Service Terms and any related Documentation, including obtaining and maintaining required Software, hardware, and any additional related services needed to use the Service, such as telephone or Internet. If we provide any Software or hardware in connection with a Service, then any additional terms and conditions governing your use of our Software or hardware will also be provided to you with the applicable Service Terms or related Documentation. EXCEPT AS REQUIRED BY LAW, THE SERVICES, ADMINISTRATIVE PORTAL, SOFTWARE, AND HARDWARE ARE PROVIDED "AS IS" AND WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN LAW OR OTHERWISE, WITH RESPECT TO THE ADMINISTRATIVE PORTAL, SERVICES, SOFTWARE, OR HARDWARE MADE AVAILABLE TO YOU, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES REGARDING FITNESS FOR A PARTICULAR PURPOSE OR SUITABILITY OF ANY SERVICE FOR YOU, MERCHANTABILITY, ACCURACY OR COMPLETENESS, NON-INFRINGEMENT OR THE ABSENCE OF MALICIOUS CODE.

In any event, you are solely responsible for the operability and security of your computer systems and other devices, including, without limitation, Mobile Devices, used to access any Service. You agree to take reasonable measures to ensure the integrity and security of such systems and devices, including, but not limited to, using up-to-date anti-virus software and other malware protection, implementing software updates, hot fixes, security patches, and firewalls. We accept no responsibility, and you agree to hold us harmless for: (i) any delay, error or failure in the Services due to an interruption or loss of communications in the service provided by your web browser, wireless provider, system hardware, or Software; (ii) any defect or malfunction of system hardware or Software or any equipment or other device used in connection with the Service; and (iii) any malicious software or code, system virus, or other system problem attributable to your use of the Services or your web browser or Internet or wireless provider.

Account(s). As a prerequisite to receiving any Service, you must have one or more Deposit Accounts with us, and you agree to maintain at least one Deposit Account throughout the Term of this Agreement. We may, in our sole discretion, specify the types of Accounts that are eligible to be used in connection with any Service, and may change these requirements from time to time. Our requirements for linking a Deposit Account to a Service will be set forth in the applicable Service Terms or related Documentation, although a Deposit Account must also be associated with your taxpayer identification number in order to be linked, and personal and/or consumer purpose accounts may not be linked to the Services. To the fullest extent permitted by law, we reserve the right to refuse to provide a Service to any Account. You will designate the Deposit Account(s) that you will use in connection with each Service in the Service Request (**"Designated Account"**). Where no such Deposit Account is specified, we may treat any Deposit Account as a Designated Account. Each Service linked to a Deposit Account is subject to the terms and conditions governing the Deposit Account (**"Deposit Account Agreement"**) and the Deposit Account Agreement of each linked Deposit Account is expressly incorporated into this Agreement by reference.

Authorized Administrator and Authorized Users. In your Service Request, you must designate one or more Authorized Administrators and Authorized Users. Your "Authorized Administrator" will have the authority to and will be responsible for (i) adding and removing Authorized Users and assigning rights and levels or degrees of access and privileges ("**access entitlements**") for such Authorized Users of the Services, including without limitation the right to view your banking information or the right to conduct financial transactions on your behalf. Revisions to Authorized Users and access entitlements shall be made by providing us with a revised Enrollment Form. You also agree that an Authorized Administrator has the authority to accept and approve on your behalf any and all agreements and amendments to agreements between you and us, including this Agreement.

Administrative Portal. We will configure, implement, host, and support an Administrative Portal. You will be solely responsible for authorizing the set-up of Authorized Administrators accessing the Administrative Portal, access entitlements, and internal controls with the Administrative Portal. Use of the Administrative Portal may be subject to additional terms of use, and we may require you to execute a separate addendum acknowledging such terms before you are granted access to the Administrative Portal. Your use of the Administrative Portal will constitute your consent to any applicable terms, as amended from time to time, including those posted in the Administrative Portal.

In order to access the Administrative Portal, we will provide your Authorized Administrator with Credentials, which may consist of a customer identification code (the " **Customer ID** "), a user identification code ("**User ID**"), and a user password ("**User Password**"). Your Authorized Administrator or Security Administrator will assign Credentials to each Authorized User consisting in whole or in part of an individual User ID and User Password. Unless otherwise specified in the Service Terms or Documentation related to a particular Service, it is the responsibility of the Authorized Administrator or Security Administrator to set-up Credentials for each Authorized User on or after the Self-Service Start Date of the Service.

In addition to the Credentials described in this Section, the Service Terms for any Service may require the Authorized Administrators, Security Administrator and each Authorized User to select one or more multi-factor authentication options (which may include, from time to time, hard tokens or soft tokens, or such other options as we may from time to time make available).

Fees, Taxes, Payment.

Fee Schedule. During the Term of the Agreement, you will pay us for the Services according to the current schedule of fees for each Service, which may be amended by us from time to time, (**"Fee Schedule"**). We reserve the right to amend the fee structure for the Services without prior written notice, except to the extent any such notice may be required by Applicable Law. Unless otherwise expressly agreed to by us in writing, you are responsible for the costs and expenses incurred to maintain technical requirements or to otherwise comply with the terms and conditions of this Agreement or use the Service(s). You will also be responsible for any attorneys' fees, costs and other expenses that we incur in collecting any amount due to us in connection with the Services.

Taxes. You are responsible for all sales, use, or similar taxes imposed by any taxing authority in connection with any of your Services, including any interest, penalty, or other assessment, but excluding taxes based upon our net income (**"Taxes"**). You will indemnify us for your failure to timely remit any Taxes or related filings to the appropriate taxing authority, and you will promptly reimburse us for any Taxes that we may be required to pay on your behalf or in connection with your use of the Services.

Payment; Security Interest. For any amounts due to us under this Agreement (including in connection with any Service), we may debit your Account(s) or bill you, in our sole discretion. You agree to maintain sufficient funds in your Account(s) to pay all fees and charges due to us. Notwithstanding the foregoing and without limiting our other rights of set-off under your Deposit Account Agreement and Applicable Law, you agree that we may exercise our right to set-off against any of your Accounts maintained with us for all amounts due under this Agreement. The security interest granted by this Agreement is consensual and is in addition to our right of set-off. To secure your payment and performance obligations under this Agreement, you grant us a security interest in and pledge and assign us all of your rights, title, and interest in the following described property, whether now owned or hereafter, existing or acquired and wherever located: (a) all of your money, instruments, savings, checking, and other accounts (excluding IRA, Keogh, trust accounts and other accounts subject to tax penalties if so assigned) that are now or in the future in our custody or control; (b) any of your other collateral described in any security instrument securing the obligations under this Agreement or any of your other obligations to us; and (c) all proceeds and products of the property as well as any replacements, accessions, substitutions, and additions to any of the above. The security interest given under this section will survive the termination of this Agreement, including under any Schedule.

SECURITY PROCEDURES.

Security Procedures Generally. In order to verify the authenticity of your instructions or communications that we receive through a Service (each, a **"Communication"**), you agree to the procedures, processes, technologies, and safeguards in this Agreement, the Service Terms and any related Documentation (**"Security Procedures"**). We may also agree upon additional or other Security Procedures with you in writing, and those agreed-upon Security Procedures will be incorporated into this Agreement. By using a Service, you also agree that the Security Procedures constitute commercially reasonable security procedures to prevent unauthorized activity in connection with the Service based upon your use of the Service (including the size, type, and frequency of your transactions). You agree that we may rely on, and you are bound by, any Communication made in compliance with the applicable Security Procedure for the Service, even if it was not actually made or authorized by you. Notwithstanding the foregoing, we are not obligated to act on any Communication that we reasonably doubt is authorized or compliant with the Service Terms or this Agreement.

Credentials. In order to access some Services, we may provide, or you may select, Credentials. If used in connection with a Service, Credentials constitute a Security Procedure under this Agreement.

Safeguarding the Security Procedures. You acknowledge and agree that we will not be liable for any losses resulting from any unauthorized use of the Security Procedures. In order to protect against unauthorized use of the Security Procedures, you agree that you will:

- safeguard and keep the Security Procedures (including, without limitation, any Credentials) in a confidential and secure manner;
- only share Security Procedures with those persons that you or your Authorized Administrator or Security Administrator authorize to use or access the Services on your behalf in accordance with the requirements of this Agreement;
- ensure that any Credentials are promptly revoked by you or your Authorized Administrator or Security Administrator when a person is no longer authorized to use or access the Services; and
- notify us immediately if any Security Procedures are lost, stolen, or otherwise compromised, or you suspect that any Security Procedures have been lost, stolen, or compromised, whether or not any unauthorized activity has also occurred.

Fraud Prevention. You acknowledge that we make available and have offered to you a variety of services designed to prevent fraud, including without limitation our Check Positive Pay Service, our ACH Positive Pay Service, our Account Reconciliation Service and the availability of dual authentication for ACH and wire transfers (each a **"Fraud Prevention Service"**). You agree that these are commercially reasonable security procedures offered by us and designed to prevent loss in connection with fraudulent, forged or altered checks, ACH entries or other transactions that are initiated or processed through your Account(s). You further acknowledge that your failure to accept any Fraud Prevention Service, or if you accept any Fraud Prevention Service, your failure to consistently use it, may result in losses that could have been prevented if the Fraud Prevention Service had been used in the manner contemplated by this Agreement.

YOU UNDERSTAND AND AGREE THAT IF YOU FAIL TO ELECT ANY FRAUD PREVENTION SERVICE, OR THE SERVICE IS ELECTED, IF YOU FAIL TO USE THE FRAUD PREVENTION SERVICE TO VERIFY ALL APPLICABLE TRANSACTIONS INITIATED OR PROCESSED THROUGH YOUR ACCOUNT(S), YOU WILL BE RESPONSIBLE FOR ANY LOSSES RESULTING FROM FRAUDULENT, FORGED OR OTHERWISE ALTERED CHECKS, ACH ENTRIES OR OTHER UNAUTHORIZED TRANSACTIONS INITIATED OR PROCESSED THROUGH YOUR ACCOUNT(S).

If you experience fraud in connection with any of your Accounts, you agree to close the applicable Account, or if you elect not to close the Account, then without limiting your obligations to elect and use the Fraud Prevention Services as provided herein, you agree to elect and utilize Positive Pay Services with payee line verification. You further agree to hold harmless and to indemnify us, our management, employees and directors for any and all losses resulting from transactions that could have been prevented had you used our Fraud Prevention Services. To the extent permissible under Applicable Law, the agreements in this Section are intended to alter liability that we may have for such losses under the Uniform Commercial Code or other applicable laws or regulations.

YOUR SERVICE DATA.

Responsibility for Data. You will be solely responsible for any data transmitted to us through the Services, including the content of any Communications, and for ensuring that such data is correct and complete. You understand that we will not examine your data for correctness or have any obligation to detect errors or omissions by you. In addition, you must transmit data in accordance with the standards set forth in this Agreement or any related Documentation, and in accordance with all Applicable Laws, including any format requirements or deadlines specified by us in connection with a particular Service.

Duty to Monitor and Report. You are obligated to monitor regularly all transactions conducted through the Services, including any statements, online confirmations or other materials evidencing the Services. You will immediately notify us in writing of any error or discrepancy that you discover and provide us with any additional information that we reasonably request regarding such error or discrepancy. Failure to report any payment, error, or discrepancy to us within 30 days of our making a statement of account reflecting payment of any item, any error, or any discrepancy available to you constitutes your acceptance of such payment, error, or discrepancy, and to the fullest extent permitted by law, releases us from any liability arising in connection with the error or discrepancy.

OUR CONFIDENTIAL AND PROPRIETARY CONTENT.

Except for your data used in connection with the Services, we own (or our Service Providers own) and reserve all Intellectual Property Rights in the content of the Services, including, but not limited to, the Documentation; the Security Procedures; any Software provided to you in connection with the Services; our trade names, trademarks, service marks, logos, and copyrighted materials; and any other documents or materials provided through or relating to any Service or our business ("Content"). You will not use the Content in any way that is inconsistent with our rights (or the rights of our Service Providers). You acknowledge the proprietary and confidential nature of the Content and agree to: (i) keep the Content confidential, unless you are required to disclose any Content by law; (ii) limit access to only those employees or agents of yours who require access in order to perform their duties; and (iii) use Content only in connection with the permitted uses applicable to each Service and pursuant to the terms of this Agreement.

REPRESENTATIONS AND WARRANTIES.

General Representations and Warranties. As of the date you execute this Agreement, including any Service Request, and for so long as you continue to receive Services pursuant to this Agreement, you represent and warrant the following to us: (i) you are a business duly authorized, validly existing and in good standing under the laws of the state in which you were organized, you have full authority and power to enter into this Agreement and perform your obligations hereunder, the person executing or accepting this Agreement on your behalf has full authority to do so and all necessary corporate or other actions, including any resolutions, required to authorize you to enter into this Agreement have been taken, and your performance of your obligations under this Agreement will not violate any Applicable Law or agreement to which you are a party or that otherwise binds you; (ii) your use of the Services is for valid commercial purposes only and none of the Accounts are a consumer purpose account as defined by the Electronic Funds Transfer Act and Regulation E; (iii) you will use the Services for only for legitimate business purposes and will not use the Services or any information obtained from the Services for any unlawful purpose; (iv) your use of the Services will at all times be in compliance with the requirements of all Applicable Law; (v) you will implement and maintain reasonable measures to ensure the integrity and security of your computer systems and any other devices used in connection with the Services; and (vi) none of your employees have been identified by OFAC as an individual with whom U.S. persons are prohibited from engaging in transactions. You understand, acknowledge, and agree that the representations and warranties set forth herein are continuing in nature and are deemed remade in full each time you access or utilize any Service.

Prohibited Transactions

You will not use or attempt to use the Services to (i) engage in any illegal purpose or activity or to violate any Applicable Law; (ii) breach any contract or agreement to which you are bound; (iii) engage in any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction; (iv) activity or business that would result in your being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations or under any applicable state law governing "money transmitters" or other "money service businesses"; (v) engage in any marijuana related business (MRB) unless the MRB is indirect (non-plant touching) and there is an insubstantial and verifiable income (less than 50%) derived from MRB salesor (vi) engage in any transaction or activity that is not specifically authorized and permitted by this Agreement and any Schedule. We have no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms hereof; provided, however, that we reserve the right to decline to execute any transaction or activity that we believe violates these terms. In addition to and without limiting our other termination rights hereunder, we reserve the right to suspend your access to or terminate your right to use any Service in the event we determine or reasonably believe that your use of the Services is impermissible or prohibited by such terms.

CONTINUATION OF THE SERVICES.

From time to time, we may request additional information from you in order to evaluate our continued provision of Services to you. You agree to provide any requested information to us immediately upon request and in such form that we may require, including, without limitation, financial statements for the three most recent fiscal years. You represent and warrant that all information you provide to us in connection with your use of the Services will be true, complete and correct in all material respects. You acknowledge and agree that, notwithstanding any confidentiality obligation we may have under this Agreement or your Deposit Account Agreement, we may disclose such information to any governmental agency having supervisory jurisdiction over us without providing any advance notice to you and without obtaining your prior consent. In addition, you authorize us to investigate or reinvestigate at any time any information that you have provided in connection with this Agreement and the

Services, and in accordance with such authorization, you expressly grant us the right to request reports from credit reporting agencies. In addition to and without limiting our other termination rights hereunder, if you refuse to provide us with any requested information to accomplish the purposes of this section or as we deem necessary to perform Services under this Agreement, we may suspend or terminate the applicable Service(s) or this Agreement in accordance with the termination provisions of this Agreement.

LIABILITY; INDEMNIFICATION.

Limitation of Liability. EXCEPT AS REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR PERFORMING OR FAILING TO PERFORM THE SERVICES OR ANY OTHER OBLIGATION UNDER THIS AGREEMENT, INCLUDING THE SERVICE TERMS, UNLESS ARISING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF US, OUR AGENTS, EMPLOYEES, OFFICERS OR DIRECTORS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE FULLEST EXTENT ALLOWED BY LAW, WE WILL NOT BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES EVEN IF WE HAVE BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES; (B) ANY DELAYS, MISTAKES OR FAILURE TO PERFORM RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, BUT NOT LIMITED TO, INTERRUPTION OF TRANSMISSION OR COMMUNICATION FACILITIES, EQUIPMENT FAILURES, WAR, RIOTS, PANDEMICS, EMERGENCY CONDITIONS, ACTS OF GOVERNMENT, OR THE FAILURE OR DELAY OF ANY OTHER THIRD PARTY; AND (C) ANY AMOUNT WHATSOEVER IN EXCESS OF THE LESSER OF: (I) YOUR ACTUAL DAMAGES, OR (II) THE TOTAL AMOUNT OF FEES FOR THE SERVICES PAID TO US IN THE Monthly PRIOR TO ANY FINAL DETERMINATION OF LIABILITY.

Indemnification. Except with regard to our gross negligence or willful misconduct, you agree to hold harmless, indemnify and defend us and our affiliates, directors, officers, employees, agents and other Providers from and against any and all claims, demands, losses, liabilities, costs, damages, expenses, including attorneys' fees ("**Losses**") arising out of or in connection with the performance of any Services under this Agreement, your obligations, representations, or warranties relating to the Services or your breach of this Agreement.

TERM; TERMINATION.

Term. The term of this Agreement will commence upon our acceptance of your first Service Request and will continue in effect for so long as you continue to receive, access, or utilize any Service pursuant to this Agreement (**"Term"**).

Termination for Convenience. Either party may terminate this Agreement, in its entirety or only with respect to one or more Service(s), without cause upon thirty (30) days' prior written notice.

Termination Events. Notwithstanding any other provision of this Agreement, in our sole discretion, we may immediately and without prior notice to you suspend or terminate any Service or this Agreement if we determine that we or others may suffer loss or other damage if such action is not taken, including, but not limited to, upon any of the following events:

- We have reason to believe that your continued use of the Services may result in unacceptable risk to us or others;
- You fail to comply in all material respects with the terms and conditions of this Agreement, including the Service Terms and your Deposit Account Agreements;
- Any governmental authority with jurisdiction over us or you requires or advises that we suspend or terminate the Services;
- You become insolvent or subject to a bankruptcy, conservatorship, or similar proceeding;
- You violate or cause us to be in violation of any Applicable Law; or
- You experience a material adverse change in your business or financial condition, fail to provide information requested by us, or fail to maintain sufficient balances in your Accounts.

Effect of Termination. Upon termination of any Service or this Agreement, you agree to: (i) promptly pay us for all amounts due in connection with any Services terminated and any other amounts owed to us pursuant to this Agreement; (ii) discontinue use of the terminated Service or Services and related Software, Documentation, or hardware provided by us; and (iii) upon our request, promptly return to us or destroy any Documentation, Software, or hardware provided to you in connection with the terminated Service or Services. We may in our discretion continue to process any transaction that was initiated using the Services prior to the effective time of any such termination.

MISCELLANEOUS PROVISIONS.

Availability of Services. Many of the Services are provided by way of the Internet. Use of the Internet requires you to receive and transmit information via connection to remote computers over telephone lines or other Internet connections; and that information, including e-mail, electronic communications, and confidential financial data transmitted over the Internet may be accessed by unauthorized third parties. We are not responsible for (i) notifying you of any upgrades, fixes, or enhancements to any such Software, or (ii) any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited to, the Internet. With the exception of applications commonly known as web browser Software, or other applications or access devices formally approved by us in writing, you will not (i) use any Software, program, application, or any other device to access or log on to our computer systems, website, or proprietary Software, or (ii) automate the process of obtaining, downloading, re-engineering, transferring, or transmitting any information to or from our computer systems, website, or proprietary software. In the event of any system failure, we may reserve the right to require additional documentation, including authorizations, from you before accepting any order or re-instituting your access to the Services. You agree that we will not be responsible for any loss, unauthorized transaction or unauthorized Communication that resulted from a breach of your computer systems, Internet connection, electronic mail systems or other information systems which are under your control.

Entire Agreement. This Agreement incorporates and supplements the terms set forth in the Schedules, Service Requests, Documentation, and Deposit Account Agreements. In the event of an irreconcilable conflict between the terms of this Agreement and any inconsistent terms set forth in the Schedules, Service Requests, Documentation and Deposit Account Agreements, the terms of such Schedule, Service Request, Documentation, or Deposit Account Agreement will control, but only to the extent necessary to resolve any inconsistency. This Agreement and the incorporated Schedules, Service Requests, Documentation and Deposit Account Agreements, as each may be amended from time to time, constitute the entire agreement between the parties and supersede all prior agreements regarding the Services governed by this Agreement. This Agreement will bind and is to the benefit of the Parties and their respective successors and assigns and is not for the benefit of any other person.

Amendments. You agree that terms of this Agreement, any Schedule, the Service Request, the Documentation, and any fees for Services may be amended by us from time to time. We will notify you of amendments as required by Applicable Law. Your continued access and use of the Services evidences your agreement to any amendments. Any changes requested by you must be agreed to by both parties in writing. Notwithstanding the foregoing, we may amend any such terms without prior notice, if, in our sole discretion, the amendment is: (i) necessary to provide the Services, including to ensure the security or operability of the Services, (ii) required by Applicable Law or the Payment System Rules or rules of any network, association, or clearing house, or (iii) will not materially affect your use of the Services.

Governing Law. This Agreement will be governed by the laws of Arizona and federal law. You agree and acknowledge that the Services will be provided and transactions processed in the State of Arizona.

Notices. You are responsible for notifying us of any change to the name, type, or address of your entity or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it, acknowledged such receipt in writing and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied by you. You must send notices to us at the following address:
8777 E. Hartford Dr #100
Scottsdale AZ 85255

Independent Contractor. Except as otherwise set forth in any Service Terms, we are an independent contractor and not your agent, partner, or employee.

Publicity. You will not use or display our name, logo, trade names, trademarks, or service marks in any advertisement or promotional materials without our prior written authorization.

Counterparts. This Agreement, and the Service Requests, which become part of this Agreement when executed or otherwise accepted by the Parties, may be executed or accepted in counterparts, each of which will be deemed an original and all of which will constitute one instrument. You acknowledge and agree that the Parties intend that this Agreement, any Service Request and all other instruments, notices, and Communications hereunder or in connection with any Service may be signed, given, and accepted electronically, and each of which is intended to be valid and binding upon the Parties and, where applicable, constitute an electronic record for all purposes.

Severability. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is found to be prohibited by or invalid under Applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Assignment. We may assign our rights and delegate our duties under this Agreement, in whole or in part, at any time. You may not assign your rights and duties under this Agreement at any time without our prior written consent.

Survival. All provisions of this Agreement and the Service Terms necessary to interpret the respective rights and obligations of the parties will survive the termination of any such Service or this Agreement.

Headings. Section headings in this Agreement or the Service Terms are for reference only and will not affect the interpretation of this Agreement or the Service Terms.

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