

TERMS AND CONDITIONS

- 1.0 **Definitions.** In addition to any terms defined throughout this agreement (“Terms & Conditions”), the following capitalized terms used in these Terms & Conditions or the Exhibits and Addendums attached hereto shall have the meanings set forth below:
- 1.1 **“Access Credentials”** means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify a Person’s identity and/or authorization to access and/or use the Services or any Account.
 - 1.2 **“Account(s)”** means an online account or profile made available by KyckGlobal to Payor through the Web Portal to enable Payor’s (or Payee’s, as applicable) use of Services hereunder.
 - 1.3 **“API”** means KyckGlobal’s advanced programming interface, as updated or amended by KyckGlobal from time to time.
 - 1.4 **“Compliance Documents”** means documents consisting of governmental reporting documents or forms, including without limitation Forms 1099-MISC, 1099-INT, 1099-K, 1099-G, 1099-DIV, 1099-R, 5498, W-9 or any other documents that Payor may upload to its Account in connection with using KyckGlobal’s Digital Document Storage Service.
 - 1.5 **“Debit Authorization Agreement”** means the Debit Authorization Agreement incorporated herein by reference.
 - 1.6 **“Electronic Statement”** means a digital statement including disbursement details for compensation or other payout to a Payee in connection with KyckGlobal’s Digital Advice Delivery Service.
 - 1.7 **“Fee Schedule”** means the applicable schedule of KyckGlobal Fees included in the Addendums to these Terms & Conditions and incorporated herein by reference, as may be amended from time to time.
 - 1.8 **“Fulfillment Partner”** means a Person, determined and engaged by KyckGlobal, who facilitates a Transaction, or provides a Service for, a Payor or Payee, or otherwise assists KyckGlobal in providing Services under these Terms & Conditions.
 - 1.9 **“Intellectual Property”** means all (i) copyrights (including, without limitation, the right to reproduce, distribute copies of, display and perform the copyrighted work and to prepare derivative works), copyright registrations and applications, Trademark rights (including, without limitation, registrations and applications), patent rights, trade names, mask-work rights, trade secrets, moral rights, author’s rights, privacy rights, publicity rights, algorithms, rights in packaging, goodwill and other proprietary rights, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of any state, country or jurisdiction; (ii) intangible legal rights or interests evidenced by or embodied in any idea, design, concept, technique, invention, discovery, enhancement or improvement, regardless of patentability, but including patents, patent applications, trade secrets, and know-how, whether now existing or hereafter adopted or acquired; and (iii) all derivatives of any of the foregoing.
 - 1.10 **“KyckGlobal Fees”** means fees charged by KyckGlobal to Payor for KyckGlobal’s Services under these Terms & Conditions in accordance with the applicable Fee Schedule, as may be amended from time to time.
 - 1.11 **“New Version”** means any new Service or new version of a preexisting Service that KyckGlobal may from time to time introduce and market generally, or which KyckGlobal may make available to Payor at an additional cost using an amended Schedule of Services.
 - 1.12 **“Payee”** means a Person to whom KyckGlobal or its Fulfillment Partner makes a disbursement or provides a Service on behalf of the Payor, or whose information Payor submits to KyckGlobal during the course of Payor’s use of the Services.
 - 1.13 **“Payor Bank Account”** means a bank account at a financial institution used by Payor to fund Payor’s obligations under these Terms & Conditions, including without limitation payments to Payees and KyckGlobal Fees.
 - 1.14 **“Payee Information”** means information, data and other content regarding a Payee, in any form or medium, that is collected, uploaded, downloaded or otherwise received, directly or indirectly by KyckGlobal from Payor or Payee through use of the Services and includes without limitation, financial information, bank or account numbers, and all Personally Identifiable Information related to any Payee.
 - 1.15 **“Payment Effective Date”** means the date, determined by Payor, upon which disbursement is to be available to a Payee using the Payment Medium selected by the Payee for KyckGlobal’s Payment Management Service.
 - 1.16 **“Payment Medium”** means the payment method selected by the Payee and delivered by a Fulfillment Partner selected by KyckGlobal.
 - 1.17 **“Payment Transmission File”** means the electronic file used by Payor to communicate payment information to KyckGlobal. The file must be in the format provided by KyckGlobal and include all information required by KyckGlobal.

- 1.18 **“Payor Related Data”** means information, data and other content, in any form or medium, other than KyckGlobal Property, that is collected, uploaded, downloaded or otherwise received, directly or indirectly by KyckGlobal from Payor or Payee through use of the Services and includes without limitation all Payee Information.
- 1.19 **“Payor Systems”** means the Payor’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Payor or through the use of third-party service(s).
- 1.20 **“Person”** means any individual, sole proprietorship, partnership, company, corporation, association, syndicate, organization, trust, body or any similar entity by whatever name known, governmental entity, and a natural person’s capacity as trustee, executor, administrator or other legal representative.
- 1.21 **“Personally Identifiable Information”** means information in any format identifiable to any Person, including without limitation a name, address, email address, phone number, account number, identification number, and any other actual or assigned attribute or information that could identify an individual; or information that identifies an individual User’s computer or device, including without limitation a unique device identifier.
- 1.22 **“Prohibited Transaction(s)”** Payor agrees not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which Payor is bound, (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, or (d) to engage in any transaction or activity that is not specifically authorized and permitted by these Terms & Conditions. Payor acknowledges and agrees that KyckGlobal has no obligation to monitor Payor’s use of the Services for transactions and activity that is impermissible or prohibited under the terms of these Terms & Conditions; provided, however, that KyckGlobal reserves the right to decline to execute any transaction or activity that KyckGlobal believes violates the terms of these Terms & Conditions
- 1.23 **“Service Documents”** means collectively, any applicable operating instructions, user manuals, and help files, in written or electronic form, made available to Payor and that are intended for use in connection with the Services, and shall include the terms of each applicable Service set forth in the Addendums from time to time.
- 1.24 **“Trademark(s)”** means all common law or registered trademark, service mark, logos, trade name and trade dress rights and similar or related rights arising under any of the laws of the United States or any other country or jurisdiction, whether now existing or hereafter adopted or acquired.
- 1.25 **“Transaction(s)”** means ACH Transaction, D2D Transaction, Check Disbursement Transaction, or any card authorization, credit, ticket only, capture or settlement request, disbursement, decline transaction, or other related transaction, completed or submitted by a Fulfillment Partner hereunder or otherwise required or performed in connection with any Service hereunder.
- 1.26 **“Updates”** means any update, improvement or correction to any Service(s) that KyckGlobal may provide to Payor, which may contain, among other things, error corrections, enhancements or other changes to the User interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Services, but does not constitute a New Version, as determined by KyckGlobal in its sole discretion.
- 1.27 **“User”** means any Person who is authorized by Payor to use, has access to or receives any benefit of exposure to, the Services, including applicable Payees.
- 1.28 **“Web Portal”** means an online web portal, website and/or platform used by KyckGlobal in connection with the Services and/or made available to Payor in connection with using and/or accessing the Account and/or Services.
- 1.29 **“ACH Transaction”** means an electronic funds transfer that is authorized by a Client Customer and represents an order or request for the transfer of money to the account of, or an order or request for the withdrawal of money from the account of such Client Customer under the Nacha rules, and any reversal, chargeback or refund of that transaction.
- 1.30 **“Bank Payment Services”** means the receipt, handling and custodial control of Client or Client Customer funds and the transmittal of such funds to Client or Client Customers via a Transaction.
- 1.31 **“Card”** is a card, code, device, or other means allowing access to a Client Customer’s demand deposit, prepaid, or similar account via a System.
- 1.32 **“Check”** means a paper document or instrument that orders a payment of money drawn from a bank account.
- 1.33 **“Check Disbursement Transaction”** means a Check issued by Bank on behalf of Client to pay a specific sum of money to a Client Customer.

- 1.34 “D2D Transaction” means an electronic funds transfer made by Bank on behalf of Client through the Systems utilizing the Visa Direct service or Mastercard Send service, as applicable, designed for real-time account-to-card disbursements sponsored by Bank.
- 1.35 “Nacha” means the administrator of the ACH network.
- 1.36 “Nacha Rules” means the then-current rules, regulations and procedural guidelines published by Nacha.
- 1.37 “Operating Account” means the commercial custodial account established by Bank for the benefit of KyckGlobal and its clients (including Client) and other users of the Bank Payment Services and used to settle Transactions processed by KyckGlobal and Bank under these Terms.
- 1.38 “Personal Data” means any information relating to a Client Customer that is collected, stored, transmitted or processed in connection with the Transactions processed pursuant to these Terms.
- 1.39 “System” means Visa, U.S.A., Inc. (“Visa”), MasterCard International Incorporated (“Mastercard”), Nacha, and/or any other electronic payment network (“Fulfillment Partner”) for transmitting items and settlement thereof that KyckGlobal indicates to Client that are compatible with the Bank Payment Services.
- 1.40 “System Rules” means the by-laws, regulations and operating rules of any System which is utilized by KyckGlobal and Bank for the purposes of fulfilling each such Party’s obligations hereunder.
- 1.41 “Transaction” means any ACH Transaction, D2D Transaction or Check Disbursement Transaction.

20 **KyckGlobal Services and Responsibilities.**

- 2.1 Services. KyckGlobal will provide to Payor the services Payor selects as set forth in the Payor Services Agreement (Services), at the rates set forth in the applicable Fee Schedule, all as may be amended by KyckGlobal from time to time in its sole discretion. KyckGlobal may in its discretion use any Sponsor Bank or Fulfillment Partner to provide all or any part of the Services or otherwise perform or facilitate any Transaction hereunder. In the event a Sponsor Bank or Fulfillment Partner discontinues to provide service to KyckGlobal or refuses to provide service to the Payor, KyckGlobal may discontinue the use of and/or change Sponsor Banks or Fulfillment Partners for any Service or discontinue to provide the Services to the Payor. The terms and conditions applicable to each Service are as set forth throughout these Terms & Conditions and the applicable Addendum(s) hereto.
- 2.2 KyckGlobal Platform. KyckGlobal will issue or make available to Payor an Account for Payor’s use of the applicable Service(s) through the Web Portal (the “**Payor Account**”). If determined appropriate by KyckGlobal based on the Service(s) Payor requests KyckGlobal to provide, KyckGlobal may also issue or make available to Payor one or more Accounts for Payor to provide to applicable Payees under these Terms & Conditions (each a “**Payee Account**”).
- 2.3 Account Maintenance. Payor expressly acknowledges that the Services, including the Web Portal and all Accounts thereto, are computer network-based services, which may be subject to outages, interruptions, attacks by third parties and delay occurrences. KyckGlobal may, but shall not be obligated to, perform maintenance of the Services, Accounts and/or Web Portal, and KyckGlobal shall not be liable for any resulting delays or loss of use of same. Payor’s use of third party products and services (whether to access and use any Account, the Web Portal or otherwise), including without limitation any Payor Systems, shall be governed by and subject to separate third party product, service, software, and/or license agreements. KyckGlobal will not be a party to such third party agreements and does not warrant or guarantee any third party product or service.
- 2.4 Updates and New Versions. KyckGlobal may, from time to time in its discretion, issue Updates to the Services, which Payor shall install and/or incorporate into Payor’s Systems and/or Account, as applicable. KyckGlobal may charge Payor for any costs, expenses or fees KyckGlobal incurs in connection with any such Updates, which amounts shall be due and payable upon presentation of an invoice for same from KyckGlobal. Additionally, KyckGlobal may in its discretion issue any New Version from time to time. KyckGlobal may provide Payor notice of any such New Version by providing Payor an amended Schedule of Services and Fee Schedule, as applicable. Payor may elect to participate in any New Version offered by KyckGlobal by paying KyckGlobal all applicable KyckGlobal Fees for any such New Version.

- 2.5 **KyckGlobal Obligations.** KyckGlobal is obligated to perform only those duties expressly described in these Terms & Conditions. KyckGlobal shall not be liable for any error in judgment, for any act taken or not taken, or for any mistake of fact or law, except for as expressly provided for herein. KyckGlobal may rely upon any notice, demand, request, letter, certificate, agreement or any other document which purports to have been transmitted or signed by or on behalf of Payor indicated as the sender or signatory thereof and shall have no duty to make any inquiry or investigation.
- 2.6 **Security.** KyckGlobal will maintain all applicable PCI DSS requirements to the extent the KyckGlobal possesses or otherwise stores, processes, or transmits cardholder data on behalf of the Payor, or to the extent that they could impact the security of the Payor's cardholder data environment.

30 **Responsibilities of Payor.**

- 3.1 **Access Credentials.** Payor must select a User identification and password or other Access Credentials required by KyckGlobal to enable Payor to access Payor's Account and use the Services. Payor is fully responsible for requesting any applicable Payee Accounts and for providing Payees all information necessary to access and use such Accounts, including any applicable Access Credentials for same. Payor is responsible for restricting access to all Accounts and Access Credentials to Payor's (or where applicable, Payee or Payee's) employees and agents as may be reasonably necessary consistent with the purposes of these Terms & Conditions and will ensure that each such Payee, employee and agent accessing and using any Account is aware of and otherwise complies with all applicable provisions of these Terms & Conditions regarding such use and access. Payor is solely responsible for maintaining adequate security and control of any and all Accounts and Access Credentials, and Payor shall comply with all KyckGlobal recommendations and notices regarding the security of all Access Credentials and Accounts.
- 3.2 **Payor Bank Account.** Promptly upon executing these Terms & Conditions, and before KyckGlobal provides any Services hereunder, Payor shall provide KyckGlobal with all requested Payor Bank Account information and shall have executed a Debit Authorization Agreement for each Payor Bank Account to be used hereunder. Throughout the Term of these Terms & Conditions, Payor shall maintain funds in Payor's Bank Account sufficient to timely meet all of Payor's payment and financial obligations hereunder plus any reasonable reserve as may be requested from time to time by KyckGlobal (collectively, the "***Funding Requirement***"), which Funding Requirement shall survive termination of these Terms & Conditions until Payor's financial obligations hereunder have been completely satisfied.
- 3.3 **Security.**
- a. Payor is solely responsible for the security of data residing on Payor Systems or other servers or networks owned or operated by Payor, or a third party designated by Payor (e.g., a web hosting company, processor or other service provider). Payor warrants that Payor has taken such precautions as are necessary to ensure that Payor's Systems are secure from breach or intrusion by unauthorized third parties. In the event that Payor's System(s) or Account(s) are breached and an unauthorized third party has access to or has accessed any Payor or Payee Account, the Services, Payor Related Data or any Transaction data, Payor shall notify KyckGlobal promptly of such breach and shall take such precautions as may be necessary to prevent such breaches from occurring in the future. Payor shall notify KyckGlobal immediately of any suspicious or potentially fraudulent activity concerning any Account, the Web Portal, the Services, any Transaction, or Payor Related Data.
 - b. Payor has and will retain sole responsibility for: (i) all Payor Related Data, including its content and use; (ii) all Payor Systems; (iii) the security and use of Payor's and its Users' Access Credentials (including by any Payees); and (iv) all access to and use of the Services and applicable Service Documents directly or indirectly by or through the Payor Systems or its or its Users' Access Credentials, with or without Payor's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use. Without limiting the generality of the foregoing, Payor shall employ all physical, administrative and technical controls, screening and security

procedures and other safeguards necessary to securely administer the distribution and use of all Access Credentials (whether for Payor, Payees or otherwise) and protect against any unauthorized access to or use of the Services and any Account and control the content and use of all Payor Related Data.

3.4 Compliance.

- a. Payor will comply with (and as applicable cause Payees to comply with) (a) all legal obligations and security measures, rules and regulations, as applicable, including without limitation those issued by KyckGlobal, Fulfillment Partners or the Federal Trade Commission, relating to these Terms & Conditions or otherwise associated with the collection, security, dissemination and destruction of Payee Information and Transaction data, and expressly including the Payment Card Industry Data Security Standard (PCI DSS); (b) all applicable laws, policies and regulations governing the security, privacy, collection, retention and use by Payor of Payee Information, including without limitation all Personally Identifiable Information of Payees; and (c) all KyckGlobal security protocols and advisories in effect during the term of these Terms & Conditions.
- b. Payor is exclusively responsible for complying with all reporting, filing and other requirements of the Internal Revenue Service (“**IRS**”) concerning all Transactions and Services involving Compliance Documents or otherwise requiring any such filing or reporting, including without limitation filing valid 1099’s for Payees. KyckGlobal will only store and transmit Compliance Documents to Payees if required in accordance with an applicable Schedule of Service. KyckGlobal has no responsibility under these Terms & Conditions or any corresponding Exhibits or Addendums to file any Compliance Documents with the IRS or otherwise.
- c. Payor is solely responsible for carrying out all anti-money laundering and “know your customer” (“**KYC**”) compliance regarding Payees in relation to the Services and Transactions contemplated by these Terms & Conditions, in accordance with all applicable laws and regulations, including the Patriot Act. Before providing any Payee Information to KyckGlobal or otherwise requesting any Transactions involving a Payee, Payor shall have conducted all necessary KYC checks and obtained all required information in order to be reasonably satisfied with all necessary KYC compliance required under applicable rules and regulations. Nothing in these Terms & Conditions shall obligate KyckGlobal to carry out any KYC checks in relation to any Payee.

3.5 Verification. Payor is solely responsible for verifying the accuracy and completeness of all Transactions submitted and processed by KyckGlobal or its Fulfillment Partners under these Terms & Conditions and verifying that all corresponding funds and/or data are accurately processed. Payor acknowledges that KyckGlobal shall not be liable for any improperly processed or unauthorized Transactions or illegal or fraudulent access to Payor’s Account, Payee Information or Transaction data. KyckGlobal’s liability for improperly processed or unauthorized Transactions solely attributable to the negligence of KyckGlobal is limited pursuant to Section 11.

3.6 Exceptions and Returned Items. Payor understands and acknowledges that Transactions (including without limitation credit, debit, and ACH payments to Payees) may fail or be otherwise disputed by Payees. KyckGlobal does not guarantee funds to Payees or the successful completion of any Transaction. KyckGlobal will release back to Payor any funds it receives from its Fulfillment Partner as the result of any failed or rejected Transaction. Payor is solely responsible for correcting and re-submitting to KyckGlobal all exceptions, returned items and failed Transactions. Payor shall be liable to KyckGlobal for any/all costs and fees assessed by a Fulfillment Partner or otherwise incurred by KyckGlobal as the result of any failed Transaction, and Payor hereby authorizes KyckGlobal to debit any such amounts from Payor’s Bank Account. Payor shall pay KyckGlobal for re-processing any failed Transaction in accordance with the applicable Fee Schedule.

3.7 Prohibited Transactions. Except as otherwise expressly permitted herein, Payor agrees that it will not use any Service for or in connection with any Prohibited Transaction.

40 Payor Related Data.

- 4.1 KyckGlobal Security. KyckGlobal will employ reasonable security measures to protect Payor Related Data, including any Personally Identifiable Information in accordance with its internal policies and applicable laws (the “*Privacy Policy*”).
- 4.2 Use of Information. KyckGlobal will collect, retain, and disclose Payor Related Data it receives from Payor and Payees in accordance with applicable Service Documents and Privacy Policy and otherwise as necessary to perform the Services or under these Terms & Conditions. In addition, KyckGlobal, its subsidiaries, partners, suppliers, Fulfillment Partners and/or such parties’ agents and contractors may transfer Payor Related Data amongst themselves as reasonably necessary for the provision and management of the Services. KyckGlobal may further transfer Payor Related Data: (i) to third parties assisting KyckGlobal in evaluating Payor’s eligibility for, provision of, administration and management of the Services; (ii) with non-affiliated entities that assist KyckGlobal in providing products and services that Payor has requested; (iii) with companies that provide support services to KyckGlobal or with which KyckGlobal has agreements to provide marketing services on its behalf; or (iv) as otherwise permitted by law. While KyckGlobal uses commercially reasonable efforts to safeguard data, KyckGlobal does not warrant that Payor Related Data and Transaction data will be transported without unauthorized interception or modification or that Payor Related Data will not be accessed or compromised by unauthorized third parties.
- 4.3 Data Retention. Payor is solely responsible for compiling and retaining permanent records of all Transactions and Payor Related Data for Payor’s reference. Payor shall make all Transaction data available to KyckGlobal upon request. Except as otherwise expressly provided herein, at no time shall KyckGlobal have an obligation to store, retain, report or otherwise provide any copies of or access to any records of Transactions or Payor Related Data collected, received or processed by KyckGlobal or its Fulfillment Partners.

50 Termination; Default.

- 5.1 Default and Termination.
- a. If Payor fails to (i) comply with the Funding Requirement or (ii) timely pay any amounts due to KyckGlobal hereunder, whether for payment of KyckGlobal Fees or otherwise, KyckGlobal may give Payor notice of such failure and if Payor does not cure any such default within two (2) days after such notice, then KyckGlobal may terminate these Terms & Conditions. Notwithstanding the foregoing, KyckGlobal shall not be required to give notice of a monetary default to Payor more than three (3) times under the Term of these Terms & Conditions. Upon any other material breach of these Terms & Conditions by either Party, the non-breaching Party may notify the breaching Party in writing of such breach and require that the breaching Party cure such breach within thirty (30) days of such notice, failing which the non-breaching Party may terminate these Terms & Conditions.
- b. In addition, subject to any applicable mandatory laws, these Terms & Conditions may be terminated by KyckGlobal immediately if (i) Payor becomes insolvent and ceases performing its obligations hereunder, (ii) bankruptcy or receivership proceedings are initiated against Payor other than for the purposes of solvent reconstruction, and such proceedings are not dismissed within sixty (60) days, (iii) Payor goes into or is placed in a process of complete liquidation; (iv) there shall have been issued a warrant of attachment, execution, distraint or similar process against any substantial part of Payor’s property and such event shall have continued for a period of sixty (60) days without dismissal, discharge or satisfaction; (v) KyckGlobal learns that Payor provided any false information to KyckGlobal; or (vi) more than twenty percent (20%) of Payor’s ownership interests are sold, transferred, assigned or otherwise conveyed by any means.
- c. If all or any part of the Services hereunder are to be provided by a Fulfillment Partner, and if KyckGlobal receives notice from such Fulfillment Partner that it has terminated or suspended its relationship with or services arising out of

these Terms & Conditions for any reason, KyckGlobal may suspend and/or terminate such Services and/or these Terms & Conditions upon notice to Payor and without liability. Additionally, KyckGlobal may suspend and/or terminate the Services and/or these Terms & Conditions without notice and without liability upon receipt of notice that Payor or its bank has cancelled or terminated any Debit Authorization Agreement hereunder or KyckGlobal is otherwise unable to debit or reverse wire amounts from any Payor Bank Account for any reason.

- 5.2 Suspension of Services. In the event that KyckGlobal reasonably believes that Payor is in violation of any of its obligations hereunder (the “**Threatening Condition**”), KyckGlobal may immediately suspend Services to Payor without liability. In any event, KyckGlobal may terminate these Terms & Conditions if the Threatening Condition remains uncured for more than thirty (30) calendar days after Payor is notified of the Threatening Condition.
- 5.3 Effect of Termination. Upon termination of these Terms & Conditions for any reason, (A) all outstanding Services shall terminate and KyckGlobal shall be relieved of any obligation to continue providing any Service; (B) all licenses and rights under these Terms & Conditions to Payor shall terminate and revert exclusively to KyckGlobal; (C) KyckGlobal may debit or reverse wire transfer from Payor’s Bank Account all outstanding amounts owed to KyckGlobal hereunder; and (D) Payor will (i) immediately discontinue use of the Services, (ii) permanently delete or destroy all copies of the Services and/or applicable Service Documents in its possession and submit to KyckGlobal confirmation of such destruction, and (iii) continue to maintain the Funding Requirement to cover all financial obligations to KyckGlobal under these Terms & Conditions until written notice from KyckGlobal that all such obligations have been fully satisfied. Except for any unused prepaid fees to KyckGlobal, KyckGlobal will have no obligation to refund Payor any prepaid fees on termination for any reason. Unless otherwise specifically set forth herein, termination of a particular Service shall not terminate any other Service, as applicable, or these Terms & Conditions. Nothing in these Terms & Conditions will be construed to release either Party from any obligation that matured prior to the effective date of termination.
- 5.4 Survival. All of the provisions of these Terms & Conditions which by their terms or nature survive the termination of these Terms & Conditions, shall be deemed to survive the termination or expiration of these Terms & Conditions, including without limitation all payment obligations to KyckGlobal hereunder and the provisions of Sections 3.0, 4.0, 5.4, 6.0, 7.0, 8.0, 9.0, 10.4, 10.5, 11.0, 12.0 and 13.0.

60 Fees; Taxes.

- 6.1 KyckGlobal Fees. As consideration for the Services provided by KyckGlobal, Payor shall pay KyckGlobal the KyckGlobal Fees. Payor acknowledges and agrees that KyckGlobal may change the KyckGlobal Fees from time to time by updating the applicable Fee Schedule, and KyckGlobal will provide Payor thirty (30) days advance notice of such change.
- 6.2 Pass Through Fees. Payor shall reimburse KyckGlobal for all Pass Through Fees. Such reimbursement will be made by a KyckGlobal initiated ACH transaction or reverse wire debit from funds in the Payor Bank Account.
- 6.3 Insufficient Funds. If there are insufficient funds in Payor’s Bank Account to fulfill any debit entry initiated by KyckGlobal pursuant to the terms of these Terms & Conditions, then Payor shall immediately pay KyckGlobal a fee equal up to a maximum fee of \$100 per failed entry (the “**Insufficient Funds Fee**”).
- 6.4 Taxes. All fees and other amounts payable by Payor under these Terms & Conditions are exclusive of taxes and similar assessments. Payor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Payor hereunder, other than any taxes imposed on KyckGlobal income.
- 6.5 No deductions or setoffs. All amounts payable to KyckGlobal under these Terms & Conditions shall be paid by Payor to KyckGlobal in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other

than any deduction or withholding of tax as may be required by applicable law); provided, however, if Payor is required to withhold any taxes, the amount paid by Payor to KyckGlobal shall be increased to the extent necessary to yield to KyckGlobal (after withholding of such taxes) a net amount equal to the amount KyckGlobal would have received had no such withholding been made.

- 6.6 Security Interest. To the extent allowed by applicable law, Payor grants to KyckGlobal a security interest and right of set-off in any Payor Bank Account used in connection with these Terms & Conditions, including any reserve or any pending payouts that KyckGlobal has received for processing pursuant to these Terms & Conditions. Payor agrees to execute and deliver any documents necessary to perfect and enforce this interest. Additionally, without prior notice, Payor agrees that KyckGlobal may defer payout/restrict access to funds related to a disputed Transaction, or if payout has already occurred, directly debit Payor's Bank Account for the amount charged back.

70 Information Provided by Payor.

- 7.1 Accuracy of Information. Payor acknowledges that all Services provided hereunder will be based on information provided by Payor. Payor is exclusively responsible for providing KyckGlobal with current, accurate and complete Payee Information, including: email address, street address, bank account information, and any other Payor Related Data or information KyckGlobal requires for providing the Services. KyckGlobal shall be entitled to rely on all Payor Related Data and may assume that all such information was transmitted by or on behalf of Payor. KyckGlobal is not responsible for verifying the accuracy of any Payor Related Data and will not be responsible for errors that result from such reliance.
- 7.2 Notice to Payees. Payor agrees to provide notice to Payees that discloses how and why Payee Information is collected, transmitted and used, including uses governed by these Terms & Conditions. Payor acknowledges that Payor is responsible for the security of all Payee Information while in Payor's possession.
- 7.3 False Information; Suspicious Activity. Payor is exclusively responsible for reviewing all Payor Related Data and Transaction data for suspicious activity or suspected fraud, and shall immediately notify KyckGlobal of any such activity. KyckGlobal may refuse to process any Transaction or refuse to store or process any documents or data that appear to contain false or deceptive information or may otherwise constitute fraud or a Prohibited Transaction. KyckGlobal may, but shall not be obligated to, provide Payor with reports or correspondence relating to suspicious Transactions or Services under these Terms & Conditions. Payor will promptly review any such correspondence from KyckGlobal, and Payor and agrees to notify KyckGlobal of any dispute related to any such report or correspondence within seven (7) days of delivery. If no dispute is raised within this time, Payor agrees that the applicable Transaction(s) and/or Services are valid and accurate and KyckGlobal will have no liability for same.

80 Intellectual Property and Ownership.

- 8.1 KyckGlobal Property. The Parties agree that KyckGlobal owns and retains all right, title and interest in and to all KyckGlobal Trademarks, Services, Accounts, Service Documents, the Web Portal, any telephone or computer applications created or offered by KyckGlobal in connection with the Services, copyrights and any related technology utilized under or in connection with these Terms & Conditions, including but not limited to all Intellectual Property rights associated therewith (collectively, "***KyckGlobal's Property***"). No title to or ownership of any of the foregoing is granted or otherwise transferred to Payor or any other Person under these Terms & Conditions. Without limiting the generality of the foregoing, Payor specifically acknowledges that the Services constitute proprietary works of KyckGlobal, and Payor will not alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to discover the source code or trade secrets that are derived from or included in any Services or related technology.
- 8.2 License to KyckGlobal. Payor warrants and represents that it owns or has license rights with respect to all Payor Related Data, and Payor hereby grants to KyckGlobal an unlimited, irrevocable, perpetual, fully paid-up, royalty-free, transferable,

sublicensable and worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, and otherwise exploit, in any form or medium, any Payor Related Data in connection with these Terms & Conditions.

- 8.3 Account License. Subject to the terms of these Terms & Conditions, KyckGlobal hereby grants to Payor and Payor hereby accepts from KyckGlobal a personal, limited, non-exclusive, non-transferable license and right to the Accounts to use the Services solely as expressly permitted in these Terms & Conditions and in accordance with any requirements provided to Payor from time to time in writing.
- 8.4 KyckGlobal Trademarks License. Subject to the terms and conditions contained herein, KyckGlobal hereby grants to Payor a personal, limited, non-exclusive, non-transferable, right to use and display the KyckGlobal Trademarks on Payor's website solely in connection with Payor's offering of payment options to Payees for any applicable Service.
- 8.5 Payor Trademarks License. Subject to the terms and conditions contained herein, Payor hereby grants to KyckGlobal a non-exclusive, royalty-free, fully-paid up right to use, reproduce, publish, perform and display Payor's Trademarks as reasonably necessary in connection with the performance of the Services.
- 8.6 Use of Trademarks. Each Party shall strictly comply with all standards with respect to the other Party's Trademarks contained herein or which may be furnished by such party from time to time. Further, neither Party shall create a combination mark consisting of one or more Trademarks of the other Party. All uses of the other Party's Trademarks shall inure to the benefit of the Party owning such Trademark. Except as otherwise provided herein, Payor shall not use, register or attempt to register any (a) KyckGlobal Trademarks or (b) marks, domain names or websites that are confusingly similar to any of KyckGlobal's Trademarks, domain names or Web Portal.
- 8.7 Restrictions. Payor shall not (a) use any KyckGlobal Property except as expressly authorized in these Terms & Conditions; (b) take any actions inconsistent with KyckGlobal's ownership of KyckGlobal's Property, or attack the validity of KyckGlobal's Property, its ownership thereof, or any of the terms of these Terms & Conditions; (c) use the KyckGlobal Property in any manner that would indicate Payor is using such KyckGlobal Property other than as a licensee as specifically set forth in Section 8.4; nor (d) assist any third party to do any of the same.

90 Confidentiality.

- 9.1 Confidential Information. By virtue of these Terms & Conditions, each Party may receive information (the "**Receiving Party**") from the other Party (the "**Disclosing Party**") that is confidential and not generally available to the public. "**Confidential Information**" means (i) any information disclosed by the Disclosing Party to the Receiving Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, algorithms, business plans, client data, client lists, client names, designs documents, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, know-how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, trade secrets or any other information which is designated as "confidential," "proprietary" or some similar designation and (ii) any information otherwise obtained, directly or indirectly, by a Receiving Party through inspection, review or analysis of the materials described in clause (i). Information disclosed orally shall be considered Confidential Information only if such information is confirmed in writing as being Confidential Information within a reasonable time after the initial disclosure. Confidential Information may also include information of a third party that is in the possession of one of the Parties and is disclosed to the Receiving Party under these Terms & Conditions. As to KyckGlobal, Confidential Information includes, without limitation, the Services, Service Documents, specifications, pricing and the terms and conditions of these Terms & Conditions. Confidential Information shall remain the sole property of the Disclosing Party.

- 9.2 **Exclusions.** Notwithstanding the foregoing, except for the Services and Service Documents, materials and information will not be considered Confidential Information if the Receiving Party can establish by documentary evidence that the information is or was: (i) lawfully available to the public through no act or omission of the receiving party; (ii) in the Receiving Party's lawful possession prior to disclosure by the Disclosing Party and not obtained either directly or indirectly from the Disclosing Party; (iii) lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) independently developed by the Receiving Party. Additionally, unless otherwise expressly designated by Payor in writing (and agreed to by KyckGlobal in writing) before providing any such information to KyckGlobal, Payor Related Data shall not be considered Confidential Information except for Personally Identifiable Information.
- 9.3 **Restrictions on Use.** Except as otherwise set forth in these Terms & Conditions, the Parties agree, both during the Term and for a period of five (5) years (or, as applicable, with respect to Confidential Information that is a trade secret, for an indefinite period) after its termination, to hold each other's Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the Disclosing Party, except to employees and consultants performing services for the benefit of the Receiving Party who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than these Terms & Conditions. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of these Terms & Conditions. A Receiving Party facing legal action to disclose Confidential Information of the Disclosing Party shall promptly notify and provide the Disclosing Party the opportunity to oppose such disclosure or obtain a protective order and shall continue to treat such information as Confidential Information. This Section 9.3 shall not be construed as granting or conferring any rights to either Party by license or otherwise, expressly or implicitly, to any Confidential Information.
- 9.4 **Duty to Destroy.** Except as otherwise provided in these Terms & Conditions, within thirty (30) calendar days of termination of these Terms & Conditions, the Receiving Party shall destroy all materials that constitute Confidential Information and/or Intellectual Property of the Disclosing Party and upon request provide to the Disclosing Party written certification signed by an authorized officer of the Receiving Party that all such information was so destroyed. Notwithstanding the foregoing, each party may retain Confidential Information that is (i) stored on archival or back-up files or (ii) required for compliance with applicable law, or its obligations pursuant to these Terms & Conditions, provided that such party continues to maintain the confidentiality of such Confidential Information pursuant to the terms of these Terms & Conditions.

100 Representations and Warranties; Disclaimer.

- 10.1 **Mutual Warranties.** Each Party represents and warrants to the other that (a) it has all necessary right, power and ability to execute these Terms & Conditions and to perform its obligations herein; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of these Terms & Conditions, (c) these Terms & Conditions constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, (d) the Party's obligations under these Terms & Conditions do not violate any law, policy or regulation or breach any other agreement to which such Party is bound; and (e) it has all right, title or interest, or valid license to use its respective Trademarks, and that its grant of rights associated therewith do not violate any Intellectual Property or other proprietary rights of any third party.
- 10.2 **Payor Warranties.** Payor represents and warrants to KyckGlobal that at all times during the Term of these Terms & Conditions:
- a. In connection with the exercise of Payor's rights and obligations under these Terms & Conditions, Payor will comply, at Payor's expense, with all laws, policies, guidelines, regulations, ordinances and rules applicable to Payor, these Terms & Conditions, Payor Related Data and the Transactions and/or orders of any governmental authority or regulatory body having jurisdiction over the subject matter hereof, including without limitation the Federal Trade Commission, Fulfillment Partners and Service Documents. KyckGlobal reserves the right to amend, modify or change

the Service Documents at any time. Payor shall not use the Services in any manner, or in furtherance of any activity that may cause KyckGlobal to be subject to investigation, prosecution, or legal action.

- b. Payor has all right, title, interest and authority necessary to grant to KyckGlobal the license rights given to KyckGlobal as set forth in Section 8.2.
- c. Payor will (i) provide KyckGlobal with notice of changes to applicable law and other rules applicable to KyckGlobal promptly after receiving notice thereof, and (ii) if Payor receives notice from any governmental or regulatory body that any Transaction under these Terms & Conditions is not in compliance with applicable law, to immediately notify KyckGlobal after receiving such notice.
- d. All representations and statements made by Payor in these Terms & Conditions, or in any other document relating hereto by Payor or on Payor's behalf, are true, accurate and complete in all material respects; and Payor is engaged in a lawful business and has all necessary rights and authorizations to sell and distribute its products and/or services.
- e. Payor is solvent, is able to pay its debts as they mature, has capital sufficient to carry on its business and all businesses in which it is about to engage and the fair saleable value of its assets (calculated on a going concern basis) is in excess of the amount of its liabilities.

10.3 KyckGlobal Warranties.

- a. KyckGlobal represents and warrants that the Services provided to Payor hereunder will conform substantially to specifications set forth in the applicable Service Documents, as may be amended from time to time. The preceding warranty will not apply if (a) any Services or products provided hereunder are used in material variation with these Terms & Conditions or Service Documents; (b) any Services or products have been modified without the prior written consent of KyckGlobal; or (c) a defect in any Services or products has been caused by Payor, Payor's Systems or any Person other than KyckGlobal.
- b. In the event Payor discovers that any Services or products are not in conformance with the representations and warranties made in Section 10.3.a. and reports such non-conformity to KyckGlobal or if any Account or Services are subject to outages, interruptions, attacks by third parties and delay occurrences, KyckGlobal will use commercially reasonable efforts to remedy material interruptions and will provide adjustments, repairs and replacements, within its capacity, that are necessary to enable the Services to perform their intended functions in a reasonable manner. Payor acknowledges that KyckGlobal does not warrant that such efforts will be successful and KyckGlobal will not be liable for any failure to cure any such issues.
- c. Since the use of a bank account, credit card or debit card account, or the making of an electronic funds transfer may be limited by a participant's agreement with its financial institution and/or by applicable law, KyckGlobal is not liable for any incomplete Transactions as a result of any such limit, or if a financial institution fails to honor any Transaction hereunder.

10.4 Warranty Disclaimer. THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. KYCKGLOBAL DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ENTIRELY ERROR-FREE. PAYOR MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING THE SERVICES BY ANY THIRD PARTY IN CONTRAVENTION OF THE FOREGOING STATEMENTS, INCLUDING REPRESENTATIONS OR WARRANTIES OF ANY FULFILLMENT PARTNER. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 10, KYCKGLOBAL SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR

OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE WITH RESPECT TO THE SERVICES, OR OTHER SERVICES OR GOODS PROVIDED UNDER THESE TERMS & CONDITIONS.

10.5 Third Party Products and Services. Payor acknowledges that the Services are designed for use with certain third party programs, including, without limitation, certain internet browser and software programs developed and owned by third parties. Payor will look solely to the developers and manufacturers of such programs with regard to warranty, maintenance or other support regarding the same. KyckGlobal makes no representations, warranties or guarantees whatsoever for any matters relating to third party products or services, including any products or services provided by Fulfillment Partners, any bank or any third party processor, including any Payor Systems. Payor's use of third party products and services is at Payor's own risk. KyckGlobal assumes no responsibility and expressly disclaims any liability for claims of loss, damage and/or fraud incurred resulting from the use of or conclusions drawn from any third party product or service, regardless of whether or not KyckGlobal is a reseller or a referral agent for such product or service, including any Fulfillment Partner. Payor authorizes KyckGlobal to disclose to any third party vendor information concerning Payor or Payee in connection with delivering the Services.

110 Limitation of Liability.

11.1 Limitations. UNDER NO CIRCUMSTANCES (I) WILL KYCKGLOBAL OR ANY OF ITS PARENTS, AFFILIATES OR VENDORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, CIRCUMSTANCIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, REGARDLESS OF THE FORM OF ACTION, OR ANY LOSS OF REVENUE, PROFITS OR BUSINESS, ANTICIPATED SAVINGS, LOSS OF GOODWILL OR REPUTATION, COSTS OF DELAY, LOST OR DAMAGED DATA, OR THE INCURRING OF LIABILITY FOR LOSS OR DAMAGE OF ANY NATURE WHATSOEVER BY ANY THIRD PARTY, ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THESE TERMS & CONDITIONS, ALL WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) WILL KYCKGLOBAL'S TOTAL AGGREGATE LIABILITY TO PAYOR UNDER THESE TERMS & CONDITIONS EXCEED THE GREATER OF THE AGGREGATE COMPENSATION KYCKGLOBAL RECEIVED FOR PROVIDING THE SERVICES TO PAYOR DURING THE SIX (6) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE OR \$1,000. NOTHING IN THESE TERMS & CONDITIONS SHALL BE DEEMED TO EXCLUDE OR LIMIT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF PAYOR'S REMEDIES UNDER THESE TERMS & CONDITIONS FAIL OF THEIR ESSENTIAL PURPOSE.

11.2 Damage Disclaimer. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS & CONDITIONS, PAYOR EXPRESSLY AGREES THAT KYCKGLOBAL SHALL NOT BE LIABLE FOR ANY LOSS (HOWEVER OCCURRING, INCLUDING NEGLIGENCE), ARISING FROM OR RELATED TO: (A) PAYOR'S FAILURE TO PROPERLY ACTIVATE, INTEGRATE OR SECURE ANY ACCOUNT; (B) FRAUDULENT TRANSACTIONS PROCESSED BY FULFILLMENT PARTNERS; (C) DISRUPTION OF SERVICES, SYSTEMS, SERVER OR THE WEB PORTAL BY ANY MEANS, INCLUDING WITHOUT LIMITATION, SOFTWARE VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, OR ANY OTHER TECHNOLOGY; (D) ACTIONS OR INACTIONS BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION, A FULFILLMENT PARTNER, PAYMENT PROCESSOR OR BANK; OR (E) THE LIMITATION OF THE FUNCTIONING OF ANY SERVICES, SOFTWARE, HARDWARE, OR EQUIPMENT ASSOCIATED THEREWITH.

120 Indemnification.

12.1 Indemnification by KyckGlobal. Subject to Section 11, KyckGlobal shall defend, indemnify and hold Payor and any of Payor's officers, directors, agents and employees harmless from and against any and all third party claims, actions,

proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) incurred by Payor, arising out of or relating to (a) KyckGlobal's material uncured breach of these Terms & Conditions; and (b) any alleged infringement of a U.S. patent or copyright of any other Person by the Services. KyckGlobal's obligations in this Section 12.1 do not apply if: (i) the Services have been modified by any Person other than KyckGlobal; (ii) the Services are used in conjunction with data where use with such data gave rise to the infringement claim; (iii) Payor failed to install Updates provided by KyckGlobal that may have removed the infringing condition; (iv) Payor used the Services in a manner inconsistent with Service Documents; or (v) Payor used the Services with software or hardware not authorized by KyckGlobal that gave rise to the claim. If the Services or any component thereof becomes, or in KyckGlobal's opinion is likely to become, the subject of a claim of infringement, then KyckGlobal may, at its option, replace or modify the affected Services or infringing component so that it becomes non-infringing. THIS SECTION 12.1 STATES THE ENTIRE LIABILITY OF KYCKGLOBAL TO PAYOR WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SERVICES.

12.2 Indemnification by Payor. Payor shall defend, indemnify, and hold harmless KyckGlobal and its affiliates, parents, and/or subsidiaries, and any of their officers, directors, agents and employees (collectively, "**KyckGlobal Parties**"), from and against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) (collectively "**Losses**") incurred by any KyckGlobal Party, arising out of or relating to (a) any breach or alleged breach by Payor of any representation, warranty, or obligation of Payor set forth in these Terms & Conditions; (b) any damage or loss caused by negligence, fraud, dishonesty or willful misconduct by Payor or any of Payor's employees or agents; (c) the reliability, accuracy, or legitimacy of any Payor Related Data submitted by Payor to KyckGlobal; (d) Transactions requested by Payor and rejected by KyckGlobal, any Fulfillment Partner or an issuing bank; (e) any alleged infringement of any Intellectual Property right resulting from Payor's actions; (f) claims by Payees, including, without limitation, claims relating to the disclosure of Payee Information; or (g) any alleged or actual violation by Payor of any applicable laws, regulations or any regulatory body or agency having jurisdiction over the subject matter hereof.

12.3 Indemnification Procedure. The obligations of KyckGlobal ("**Indemnitor**") under Section 12.1 to defend, indemnify and hold harmless Payor ("**Indemnitee**") shall be subject to the following: (a) Indemnitee shall provide Indemnitor with prompt notice of the claim giving rise to such obligation; provided, however, that any failure or delay in giving such notice shall only relieve Indemnitor of its obligations under this section to the extent it reasonably demonstrates that its defense or settlement of the claim or suit was adversely affected thereby; (b) Indemnitor shall have control of the defense and of all negotiations for settlement of such claim or suit; and (c) Indemnitee shall cooperate with Indemnitor in the defense or settlement of any such claim or suit. Subject to clause (b) above, Indemnitee may participate in the defense of any such claim or suit at its own expense. Indemnitor shall not, without the consent of the Indemnitee, enter into any settlement that reasonably can be expected to require a material affirmative obligation of, result in any ongoing material liability to or materially prejudice Indemnitee in any way.

130 Miscellaneous.

13.1 Publicity. Payor agrees that KyckGlobal may use Payor's name and logo in KyckGlobal's (including its Fulfillment Partners) client list and may publish information identifying Payor as a user of KyckGlobal's Services on its website, in advertisements or marketing materials, in news releases and releases to professional and trade publications.

13.2 Relationship of Parties. Nothing in these Terms & Conditions will create or imply an agency relationship between KyckGlobal and Payor, nor will these Terms & Conditions be deemed to constitute a joint venture or partnership between the Parties. Each Party is an independent contractor and neither Party's personnel are employees or agents of the other Party for federal, state or other taxes or any other purposes whatsoever, and are not entitled to compensation or benefits of the other.

- 13.3 Construction. Unless the context of these Terms & Conditions clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. The words “hereof”, “herein”, “hereby”, “hereunder”, and similar terms in these Terms & Conditions refer to these Terms & Conditions as a whole and not to any particular provision of these Terms & Conditions. Any reference in these Terms & Conditions to any Exhibit, Addendum, agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, addendums and supplements, thereto and thereof, as applicable.
- 13.4 Headings and Interpretation. The captions to the Sections hereof are not a part of these Terms & Conditions, but are merely for convenience to assist in locating and reading the several Sections hereof. Both Parties have participated in negotiations and due diligence and consulted their respective counsel regarding these Terms & Conditions. In the event an ambiguity or question of intent or interpretation arises, these Terms & Conditions shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of these Terms & Conditions.
- 13.5 Expenses. Except as otherwise set forth in these Terms & Conditions, all expenses of the Parties in performing under, arising out of or relating to these Terms & Conditions and in conducting their respective businesses, including without limitation, all taxes applicable to the Parties and all unemployment, workers’ compensation, other premiums, insurance costs, benefits or travel expenses, shall be born and paid by the Party incurring same.
- 13.6 Entire Agreement. These Terms & Conditions, together with any Exhibits, schedules and Addendums attached hereto or referenced herein, constitute the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both Parties acknowledge that they have not been induced to enter into these Terms & Conditions by any representations or promises not specifically stated herein.
- 13.7 Severability. If any term, section or provision of these Terms & Conditions is found to be invalid, unenforceable or contrary to law, it will be modified to the least extent necessary to make it valid and enforceable, and the remaining portions of these Terms & Conditions will remain in full force and effect.
- 13.8 No Waiver; Amendment. The waiver by any Party of any breach of these Terms & Conditions will not be construed to be a waiver of any succeeding breach or any other covenant hereof. All waivers must be in writing and signed by the Party waiving its rights. These Terms & Conditions may be modified only by a written instrument executed by authorized representatives of the Parties hereto.
- 13.9 Force Majeure. Neither Party will be liable for any Losses arising from any failure or delay in the performance of any part of these Terms & Conditions to the extent such delay or failure is attributable to events or circumstances beyond the control of such Party, including but not limited to acts of God, weather, war, civil unrest, strikes, lockouts, destruction of facilities, riots, insurrection, terrorist attacks, government regulatory actions, acts, laws or decrees of governmental or military bodies, fire, casualty, flood, earthquake, or any other *force majeure* event, provided that the Party has used commercially reasonable efforts to mitigate the effects of the cause. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay. KyckGlobal will not be liable for any delays in providing Services caused by any requested changes to the Services by Payor.
- 13.10 Notices. All notices under these Terms & Conditions shall be sent in writing and shall be delivered by (i) personal hand delivery, (ii) first class mail with return receipt, (iii) overnight mail by recognized commercial carrier with tracking receipt, or (iv) confirmed email or fax, and copied by one of the methods described in (i), (ii) or (iii) above, to the address first

listed above or to such other address that has been properly noticed. Payor agrees that KyckGlobal may treat documents emailed or faxed by Payor to KyckGlobal as original documents.

- 13.11 Assignment. These Terms & Conditions is personal to Payor and may not be assigned by Payor in any way without the prior written consent of KyckGlobal, except with assignment of these Terms & Conditions to Payor's successor or assign in connection with a merger or acquisition of substantially all of Payor's assets. Any purported sale, assignment, transfer or sublicense without such consent will be null and void and will automatically terminate these Terms & Conditions. KyckGlobal may assign these Terms & Conditions upon written notice to Payor.
- 13.12 Binding Effect. These Terms & Conditions shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Except as expressly set forth in these Terms & Conditions, no Person other than the Parties and their respective permitted assignees shall be deemed an intended beneficiary hereunder or have any right to enforce any obligation of these Terms & Conditions.
- 13.13 Governing Law; Submission to Jurisdiction. These Terms & Conditions including its formation, performance, termination or enforcement, and the parties' relationship in connection therewith, together with any related claims whether sounding in contract, tort or otherwise, shall be governed, construed and enforced in all respects in accordance with the laws of State of Georgia, without application of its rules regarding conflicts of laws, except in so far as the federal law of the United States of America may control any aspect of these Terms & Conditions, in which case federal law shall govern such aspect. Venue for any dispute arising out of or relating to these Terms & Conditions shall be exclusively in the state or federal courts of Fulton County, Georgia. The parties hereby waive any objection in any such action or proceeding based on forum non-conveniens, and any objection to venue with respect to any such legal action, which may be instituted in any of the aforementioned courts. Process in any action or proceeding referred to in the preceding sentences may be served on the Parties anywhere in the world.
- 13.14 Counterparts. These Terms & Conditions may be executed by written signature or electronically and delivered in multiple counterparts, including facsimile, PDF, or other electronic counterparts, all of which will constitute one and the same instrument and agreement. A signed copy of these Terms & Conditions delivered by means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of these Terms & Conditions.
- 13.15 Injunctive Relief. Other than any strictly monetary obligations of Payor under these Terms & Conditions, Payor acknowledges that failure to comply with its covenants and obligations hereunder will result in immediate and irreparable damage to KyckGlobal for which there is no adequate remedy at law. As such, in the event of a breach or threatened breach by Payor of any such covenant, obligation or provision of these Terms & Conditions, KyckGlobal shall be entitled to equitable relief, including an *ex-parte* injunction restraining Payor from such breach or threatened breach without posting of a bond, and such other and further relief as any court or governmental entity with jurisdiction may deem just and proper. Nothing herein shall be construed as prohibiting KyckGlobal from pursuing any other remedies that may be available to it for such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs from Payor. Payor recognizes the right of KyckGlobal to injunctive and/or other equitable relief set forth herein, and shall not contest the same or urge in any such action or proceeding that an adequate remedy at law exists.
- 13.16 Jury Trial Waiver. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT, OR PROCEEDING BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS & CONDITIONS OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER ORAL OR WRITTEN), ACTIONS OR RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THESE TERMS & CONDITIONS OR THE TRANSACTIONS RELATED HERETO OR THERETO. THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO AND ACCEPT THESE TERMS & CONDITIONS AND SHALL SURVIVE ANY TERMINATION OF THESE TERMS & CONDITIONS.

13.17 Dispute resolution.

- a. In the event any dispute or other issues arises among the Parties (except for any dispute or issues arising out of either Party's Intellectual Property rights or Confidential Information, with respect to which a Party may seek a provisional remedy or temporary or permanent equitable relief), each of the Parties shall attempt in good faith to resolve such dispute or issue. If the Parties are unable to resolve their issues through informal discussions, then the Parties agree to submit to pre-suit mediation.

- b. Either Party desiring to commence the mediation process shall provide written notice (the "**Mediation Notice**") to the other Party indicating such desire and proposing at least three (3) different certified mediators in the Atlanta, GA metropolitan area. Within seven (7) days of receiving such Mediation Notice, the Party receiving the Mediation Notice shall select one of the proposed mediators and the Parties shall thereafter promptly schedule the mediation. The mediation session shall be held within thirty (30) days of selecting the mediator, but in any event on the first date that the Parties and the mediator are all available (if not within 30 days). The mediation session shall last for at least one full mediation day before any Party may withdraw from or terminate the process. The Parties may agree to continue the mediation beyond one day until there is a settlement agreement or an impasse occurs. Each side shall bear an equal share of the mediation costs unless the Parties agree otherwise. All communications, both written and oral, in connection with the mediation shall be treated as confidential settlement negotiations for purposes of applicable rules of evidence; however, documents that would otherwise be discoverable, do not become privileged simply because they are used in the negotiation and/or mediation process.

Exhibit A:
BANK PAYMENT SERVICE TERMS

These Bank Payment Service Terms (“Terms”) are between the company (“Client”), KyckGlobal, Inc. (“KyckGlobal”) and Pathward, National Association (“Bank”). Each may be referred to as a “Party” or collectively as “Parties.” KyckGlobal’s and Bank’s agreement to these Terms shall be evidenced by Bank’s provision of the Bank Payment Services to Client and Client’s agreement to these Terms shall be evidenced by its use of the Bank Payment Services. At the end of these Terms there is a glossary where the capitalized terms used in these Terms appear.

1. Roles of KyckGlobal and Bank. Client understands and agrees that KyckGlobal is a financial technology company that provides outsourced solutions for its merchant customers using a proprietary payment platform and accompanying technologies that allows Client to disburse and receive payments to and from Client’s customers (“Client Customers”) via some or all of the following payment types: ACH Transactions, D2D Transactions or Check Disbursement Transactions. Although these Terms include provisions for all payment types, Client acknowledges that certain payment types may not be available to Client and in such event the provisions relating to the unavailable payment types shall be deemed not to apply. All funds transfers are performed by the Bank based on KyckGlobal’s instructions. Any payment amounts received from Client or Client Customers in connection with the Bank Payment Services sponsored by Bank shall be maintained in a custodial funding account held by Bank. KyckGlobal’s actions in connection with funds transfers are done on behalf of and as a service provider to Bank and Client. At no point during the payment process or otherwise does KyckGlobal receive, hold or transmit Client or Client Customer funds, and KyckGlobal does not serve as a money transmitter, nor is KyckGlobal a bank or money services business. As a technology partner, KyckGlobal implements functions on behalf the Bank and provides ancillary services to Client. Bank will not have any obligation or liability of any nature in connection with any services of any kind provided by KyckGlobal or its agents or subcontractors.
2. Relation to Terms & Conditions. The Bank Payment Services are being offered as a supplemental service to the other services provided by KyckGlobal under the Agreement (Payor Services Agreement), as well as these Terms & Conditions, to which these Terms are attached. These Terms supplement and are intended to be part of the Terms & Conditions between KyckGlobal and Client. The applicable terms of the Terms & Conditions are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects with respect to the Bank Payment Services, except as amended hereby. To the extent there is a conflict between these Terms and the Terms and Conditions, these Terms shall govern with respect to the Bank Payment Services.
3. ACH Services. KyckGlobal (along with the Bank) will provide Client with the ACH services described in these Terms (collectively, the “ACH Services”) to enable Client to disburse and receive payments to and from its Client Customers via an ACH Transaction. In connection with the ACH Services, Bank is the Originating Depository Financial Institution (ODFI) for electronic funds transfer debit and credit entries requested by Client through the ACH network. Client acknowledges and agrees to the following with respect to any ACH Services requested by Client:

- a. Client authorizes KyckGlobal to instruct Bank to originate ACH entries on behalf of Client to the account of a Receiver (as defined by NACHA Rules) subject to the instructions provided by Client to KyckGlobal.
- b. Client agrees to abide by NACHA Rules.
- c. Client will not request KyckGlobal to instruct Bank to originate ACH entries that violate applicable law or to any person or entity other than a Client Customer.
- d. Client agrees that Client is only authorized to originate CCD (Corporate Credit or Debit), PPD (Prearranged Payment and Deposit) or WEB (Internet-Initiated/Mobile) entries.
- e. Client shall ensure that the rate of all ACH returns does not exceed the percentage thresholds permitted by Nacha Rules. In the event ACH returns exceed such percentage thresholds, Client shall provide a detailed explanation regarding such percentage. KyckGlobal or Bank, in their sole and good faith discretion, may suspend the processing of ACH Transactions if (a) Client fails to provide such explanation, or (b) if after investigation of Client's explanation KyckGlobal or Bank reasonably determines that Client will be unable to reduce the excessive rate of ACH returns within a commercially reasonable period of time.
- f. Prior to submitting an ACH entry to KyckGlobal for processing, Client shall secure all authorizations and approvals from its Client Customer and deliver any notifications pertaining to that entry which are required by the Nacha Rules and/or applicable laws and regulations. Client shall retain such consents and authorizations for two (2) years from the termination or revocation of the authorization and provide copies of such authorizations to KyckGlobal and Bank upon reasonable request.
- g. Client acknowledges that KyckGlobal has specific processing deadlines imposed by the Bank. Instructions received by the deadline will be transmitted that day to the Federal Reserve Bank for settlement on the effective settlement date. Instructions received after the deadline will be processed the next Banking Day (as that term is defined in the NACHA Rules).
- h. If Client does not comply (or cure non-compliance) with the NACHA Rules, KyckGlobal or Bank may suspend the origination of ACH entries and/or terminate such ACH services.

4. Direct to Debit ("D2D") Services. KyckGlobal (along with the Bank) will provide Client with the D2D services described in these Terms (collectively, the "D2D Services") to enable Client to disburse payments to Client Customers via a D2D Transaction. The D2D Services will provide Client and Client Customers with access to KyckGlobal's infrastructure that will facilitate the acceptance and payment of D2D Transactions sponsored by Bank. Upon receipt of the transaction details from Client and the Client Customer, KyckGlobal will instruct Bank to initiate a D2D Transaction to be credited to the Client Customer's Card through the relevant System. Bank, KyckGlobal and the Systems are not responsible for attempting to reverse any such D2D Transaction. Client acknowledges that once transmitted, a D2D Transaction is irrevocable. Client acknowledges and agrees to the following with respect to any D2D Services requested by Client:

- a. Bank Sponsorship. Bank is a member of Visa and Mastercard and participates in the D2D Services as a sponsor bank to acquire D2D Transactions on behalf of Client. The Bank sponsors KyckGlobal under the System Rules, allowing KyckGlobal to process payment authorizations, transmissions, and settlement activities for debit Card transactions under the Bank's direction.
- b. System Rules. Client will comply with all System Rules related to the D2D Transactions. Client acknowledges and agrees that neither Bank nor the applicable System is obligated to provide the D2D

Services with respect to requested D2D Transactions that are prohibited under the System Rules, applicable laws, or as otherwise specified by Bank or KyckGlobal. KyckGlobal and the Bank have no responsibility to Client for a System's performance obligations, responsibilities, or liabilities to Client with respect to the System's processing under their System Rules. Client will not use, retain, disclose, sell, or disseminate any Personal Data (defined below) of Client Customers obtained solely in connection with D2D Transactions except for (1) authorizing, processing, and settling D2D Transactions; or (2) resolving retrieval requests or similar service issues related to its D2D Transactions.

c. Submitting D2D Transactions. Client is responsible for:

- (i) properly transmitting the payment data to KyckGlobal's systems using the format and specifications provided by KyckGlobal;
- (ii) all D2D Transactions submitted for processing under Client's merchant identification numbers (MIDs); and
- (iii) retaining D2D Transaction records according to the timelines required by the System Rules or applicable laws.

d. D2D Transaction Acceptance. Client will only submit D2D Transactions where:

- (i) the transaction represents a genuine disbursement from Client to the Client Customer or payment from the Client Customer to Client;
- (ii) the transaction complies with all requirements of the applicable System Rules, the laws of all relevant jurisdictions, and all other requirements of these Terms; and
- (iii) the transaction is not a duplicate of any other transaction.

e. Chargeback Liability. The amount of a payment may be charged back to Client if:

- (i) it is disputed by the cardholder;
- (ii) it is reversed for any reason;
- (iii) it was not properly authorized or KyckGlobal has any reason to believe that the transaction was not properly authorized; or
- (iv) it is unlawful, suspicious, or in violation of the terms of these Terms & Conditions.

f. Reselling. Client shall not authorize or appoint any dealers, agents, representatives, sub-resellers, or other third parties to bind the applicable System by marketing, offering for sale or selling the D2D Services.

g. Transaction Limits. Client acknowledges and agrees that D2D Transactions facilitated by the D2D Services will be subject to transaction limits (e.g., amount per D2D Transaction and velocity of D2D Transactions) as determined by the applicable System or Bank from time to time ("Limits"). Client further acknowledges and agrees that each other System and each receiving institution may establish limits for D2D Transactions. The Bank and the Systems do not guarantee that any D2D Transaction will be accepted and posted to the applicable Client Customer's account and Bank and each System have the right, but not the obligation, to refuse to facilitate any D2D Transaction that exceeds the Limits or any other limits applicable to a D2D Transaction. Client acknowledges and agrees that neither Bank nor KyckGlobal shall be responsible for any such rejected D2D Transactions. Client agrees to enforce the Limits and any other limits or restrictions applicable to a D2D Transaction, to the extent within Client's control.

h. Marketing; Announcements.

- (i) System Brand Marks. Client shall not, use any of the applicable System's brand marks without the applicable System's or Bank's prior written approval in each instance. Client is solely responsible to

ensure that its usage of the System's brand marks, as approved, is compliant with the System Rules and applicable law.

(ii) Marketing Obligations. Client must obtain the applicable System's or Bank's prior written approval for any materials used by Client to market the D2D Services. All such marketing materials must comply with System Rules and applicable law.

5. Check Disbursement Transactions. Client authorizes Bank to issue Checks to effectuate Check Disbursement Transactions pursuant to instructions provided by Client through KyckGlobal.

6. Locations; Permitted Use. Client acknowledges and agrees that, with the exception of D2D Transactions to payees in select countries enabled by the Bank, the Bank Payment Services apply only to Transactions made to or from Client Customers within the United States or its territories. KyckGlobal may, but is not required to, make funds transfers or Disbursement services available to Client through other third party payment service providers, including services enabling Payments or Disbursements to be made to foreign individuals or entities pursuant to separate terms and conditions. In such instance, Bank may provide funds settlement support for such third party payment service providers, and Client authorizes KyckGlobal to instruct Bank to transfer funds to such third party payment service providers for settlement, subject to the instructions provided by Client to KyckGlobal, and Client authorizes Bank to settle fund with such third party payment service providers, provided that Bank shall have no responsibility or liability for payment services provided by third party payment service providers. Client represents and warrants that each Transaction submitted for processing in connection with these Terms is solely for Client's provision or receipt of bona fide goods, services or other value to or from Client Customers and each Transaction represents a bona fide payment obligation owed to or by Client to such Client Customer and not in connection with a payment obligation owed to or by any other third party.

7. Accuracy and Completeness. As between the Parties, Client shall be solely responsible for the accuracy and completeness of all Transactions, records, data and other information provided to KyckGlobal or Bank in connection with the Bank Payment Services.

8. Chargebacks and Returns. If KyckGlobal or Bank determines that Client is incurring an excessive amount of chargebacks or returns, KyckGlobal or Bank may establish additional controls or conditions, including without limitation, by: (i) assessing additional fees; (ii) creating a reserve in an amount reasonably determined by KyckGlobal or Bank to cover anticipated chargebacks, returns and related fees; (iii) delaying payment; and (iv) terminating or suspending the Bank Payment Services contemplated hereunder. Client shall assist and cooperate in the investigation of any and all chargebacks, returns or other actual or potential Transaction disputes and shall timely provide such information to KyckGlobal or Bank as KyckGlobal or Bank may request.

9. Client Customer Disclosures. To the extent a KyckGlobal-branded platform or interface is used to enable Client Customers to access the Bank Payment Services, Client agrees that Bank-approved Client Customer disclosures governing the Transactions sponsored by Bank pursuant to these Terms must be presented to Client Customers to ensure compliance with applicable law and the System Rules. Client

shall ensure that it complies with the terms set forth in any privacy notice delivered to Client Customers, if applicable.

10. Client Customer Support. As between Bank, KyckGlobal and Client, Client will be responsible for promptly addressing and resolving Customer Client inquiries or disputes related to a Transaction. Client shall establish, maintain and make available to Client Customers a dedicated toll free phone number or other no-cost access for making inquiries or disputes relating to the Bank Payment Services.

11. Client's Payment Obligations.

a. Client understands and agrees that all disbursement Transactions shall be prefunded by Client to the Operating Account held by Bank. Client authorizes KyckGlobal and Bank to initiate ACH debit transfers from a Client-owned U.S. bank account designated in writing by Client ("Client Account") to prefund the Operating Account. For each disbursement Transaction submitted by Client, KyckGlobal and Bank shall be authorized to withdraw Client's funds from the Operating Account in the amount of such Transaction plus all fees due and owing to KyckGlobal in association therewith. If amounts deposited by Client into the Operating Account are insufficient to fund a disbursement Transaction and the associated fees, Client acknowledges that the applicable System and Bank have the right to decline to facilitate any such Transaction.

b. Client acknowledges and agrees that Transactions operate on a "good funds" model in which settlement is guaranteed. As between the Parties, Client shall be solely responsible and liable for the funding of all Transactions, chargebacks, returns, and all errors, including errors in connection with the Transactions resulting from incomplete and/or inaccurate data submitted by Client or any Client Customers.

c. Client shall be responsible for all costs, liabilities, fines, assessments or other payment obligations imposed on KyckGlobal or the Bank by the Systems or other third parties resulting from Client's errors, omissions or inaccurate information provided in connection with the Transactions processed on Client's behalf, Client's failure to comply with the System Rules, or otherwise in connection with Client's conduct or omissions.

d. Client shall immediately reimburse KyckGlobal and Bank for any shortfalls that occur in the Operating Account related to any Transactions, including shortfalls attributable to disbursement Transactions, chargebacks, returns, costs, liabilities, fines, or other payment obligations owed by Client under these Terms. Client hereby authorizes KyckGlobal and Bank (if applicable) to initiate ACH debit transfers from its Client Account (defined below) or reserve (if any) in the amount of any such shortfalls. KyckGlobal and Bank reserve the right to delay the availability of funds for deposit without prior written notice to Client if KyckGlobal or Bank, in their sole discretion, deems itself at financial or other risk for any and all Transactions performed under these Terms & Conditions.

e. Client hereby acknowledges and agrees that KyckGlobal and Bank shall have a right of setoff against: (1) any amounts KyckGlobal or Bank would otherwise be obligated to deposit into Client's

Client Account, (2) any amounts deposited by or held for Client in the Operating Account; and (3) any other amounts KyckGlobal or Bank may owe to Client under these Terms or the Client Agreement.

12. Term. These Terms shall commence on the date these Terms are executed by Client and will thereafter be co-terminus with the term of the Client Agreement between KyckGlobal and Client, unless terminated earlier pursuant to Section 13 below.

13. General Suspension; Termination.

- a. General Termination. A Party may terminate these Terms by giving 30 days' advance written notice if another Party materially breaches these Terms and fails to remedy the breach within 30 days of receiving notice of such breach.
- b. Risk Termination. KyckGlobal or Bank may immediately suspend or terminate these Terms, in either Party's discretion, upon notice to the other Parties:
 - (i) if Client engages in fraud, misrepresentation, or intentional misconduct related to its performance under these Terms;
 - (ii) if Client experiences a material adverse change in its financial condition (including the failure to pay any of its debts);
 - (iii) if a System, a governmental authority or the Bank issues an instruction for Client or KyckGlobal to suspend its performance under or terminate these Terms;
 - (iv) as provided in Section 3; or
 - (v) upon termination of Bank's servicing agreement with KyckGlobal.
- c. Upon the termination of performance of these Terms, the Parties shall reasonably cooperate to establish a mutually acceptable plan for discontinuing the Bank Payment Services.

14. Confidential Information.

- a. Confidentiality. No Party will disclose non-public information about another Party's business (including these Terms, technical specifications, customer lists, or information relating to a Party's operational, strategic, or financial matters) (together, Confidential Information). Confidential Information does not include information that: (1) is or subsequently becomes publicly available (through no fault of the recipient); (2) the recipient lawfully possesses before its disclosure; (3) is independently developed without reliance on the discloser's Confidential Information; or (4) is received from a third party that is not obligated to keep it confidential. Each Party will implement and maintain reasonable safeguards to protect the other Party's Confidential Information.
- b. Disclosure. The recipient may disclose another Party's Confidential Information: (1) to its directors, officers, personnel, and representatives (including those of its subsidiaries, affiliates, subcontractors or vendors) that need to know it in connection with the recipient's performance under these Terms, and are bound by confidentiality obligations materially similar to those required under these Terms; and (2) in response to a subpoena, court order, request from a regulator, or as required under applicable laws or System Rules.

15. Data Security.

- a. Client is responsible for any unauthorized access to any Transaction data or Personal Data of Client Customers maintained on or in transit from Client's systems or the systems of third parties retained by or on behalf of Client.
- b. If applicable in connection with the D2D Services, Client shall comply with Payment Card Industry Data Security Standards (PCI DSS) and obtain timely certification of its systems and processes (which must be maintained for as long as these Terms are in effect) as required under the System Rules. Client will comply with all additional standards that the Systems may require. If applicable, Client will allow the Systems, KyckGlobal, or the Bank to audit its PCI DSS compliance and information technology systems related to the D2D Services provided under these Terms.
- c. Each Party shall comply with all applicable PCI DSS requirements, System Rules and privacy and data protection laws and requirements that apply to its performance under these Terms.
- d. To the extent Client collects, accesses, stores or processes Personal Data of Client Customers solely in connection with the Bank Payment Services, Client shall, maintain a comprehensive written information security program that complies with all applicable privacy and data protections laws and requirements and includes technical, physical, and administrative/organizational safeguards designed to (a) ensure the security and confidentiality of Personal Data, (b) protect against any anticipated threats or hazards to the security and integrity of Personal Data, (c) protect against any actual or suspected unauthorized access, loss, or acquisition of any Personal Data, (d) ensure the proper disposal of Personal Data, and (e) regularly test or otherwise monitor the effectiveness of the safeguards.
- e. Security Incident.
 - (i) If a Party becomes aware that there has been unauthorized access to Transaction data or Personal Data of a Client Customer (a Security Incident), it will promptly notify the other Parties. Each Party will take reasonable steps to contain, control, stop, and remediate any Security Incident.
 - (ii) The Party suffering a Security Incident will provide reasonable details regarding the Security Incident to, and cooperate with, the other Parties, any Systems, and the forensics firms that are involved in the investigation and remediation of the Security Incident. Each Party will take all actions that the Systems require in connection with the investigation and remediation of a Security Incident.
 - (iii) Each Party will reimburse the others for all fines, fees, penalties, assessments, or other obligations of any kind imposed by a System or a regulator on the other Parties due to a Security Incident caused by it or its third party service providers (together, System Security Fees).
- f. Nothing contained in these Terms shall apply to, limit or prohibit the use in any manner of, any Transaction data or Personal Data collected or obtained by Client, KyckGlobal or by Bank or its respective affiliates, to the extent such information or data was obtained by such Party or its affiliates independent of the Bank Payment Services or these Terms, even if such information or data is duplicative of Transaction data or Personal Data collected or obtained in connection with the Bank Payment Services or these Terms.

16. Identity Verification. Client shall be responsible for conducting identity verification and "Know Your Customer" due diligence on each Client Customer as required under U.S. federal law prior to using the Bank Payment Services in connection with the processing of any payments to or from such Client Customer (including but not limited to verifying that the Customer Payee is not listed on the U.S. Office of Foreign Asset Control (OFAC)'s Specially Designated Nationals list ("SDN list") or any other

applicable sanctions list. Client shall not engage in any activities related to the Bank Payment Services with an entity or an individual who has not been verified.

17. Compliance. At all times, and without limiting the generality of any other provision in these Terms, Client shall comply with all applicable laws relating Client's business activities.

18. Suspicious Activities Reporting. Client shall notify KyckGlobal of any suspicious or fraudulent activities in connection with Transactions or Bank Payment Services contemplated under these Terms as soon as practicable and in no event later than five (5) days after Client becomes aware of such activities.

19. Fraud Detection. Client agrees to cooperate in good faith and provide reasonable assistance in the applicable System's or Bank's fraud detection and prevention efforts. Client agrees that the applicable System, Bank and KyckGlobal may use Client's confidential information or Personal Data of Client Customers for identifying, monitoring and remediating fraud. Client will obtain authorization of Client Payee's for disclosure and use of its Personal Data in accordance with the terms of these Terms.

20. Financial Information; Audit. Client will promptly provide any financial or other information reasonably requested by KyckGlobal, on Bank's behalf, to perform credit risk, security, qualification, and other reviews related to the provision of the Bank Payment Services, Transactions submitted, compliance with these Terms, or the financial condition of Client. KyckGlobal or its designee, on Bank's behalf, may perform a reasonable audit of Client's records to confirm Client's compliance with these Terms with 30 days' advance written notice to Client, during Client's normal business hours.

21. Indemnification. Client will indemnify KyckGlobal and the Bank (including their respective affiliates, directors, officers, managers, and employees) for losses, damages, costs, or expenses (together, Losses) due to third party claims that result from Client's or its third party service providers' gross negligence, willful misconduct, or breach of these Terms.

22. Exclusion of Damages. KyckGlobal, Bank, and Client will not be liable to one another for lost profits, revenues, or business opportunities, nor any exemplary, punitive, special, indirect, incidental, or consequential damages (whether direct or indirect) under these Terms; regardless of whether these damages were foreseeable or a Party was advised they were possible. For the avoidance of doubt, all costs, liabilities, fines, assessments or other payment obligations imposed on KyckGlobal or the Bank by the Systems or other third parties resulting from Client's errors, omissions or inaccurate information provided in connection with the Transactions processed on Client's behalf, Client's failure to comply with the System Rules, or otherwise in connection with Client's conduct or omissions (including those resulting from a Security Incident) shall be deemed direct and not indirect or consequential damages.

23. Limitation of Liability. KyckGlobal's and Client's aggregate liability to the other for losses arising from any cause (regardless of the form of action or legal theory) in connection with these Terms will be as set forth in the Client Agreement. Bank's liability to Client is limited to Client's actual damages caused by Bank's gross negligence or willful misconduct in the performance of Bank's obligations set forth in Section 1 above, in an amount not to exceed the fees paid to Bank by KyckGlobal related to the

Transactions made on Client's behalf during the three (3) months preceding the date on which the claim arose.

24. Notices. Written notices (other than normal operations) required under these Terms will be sent by email, certified mail, or courier (all with tracking and delivery confirmation). Notices will be effective upon receipt. Notices to Bank will be sent to: Pathward, N.A., 5501 S. Broadband Lane, Sioux Falls, SD 57108 Attention: General Counsel. Notices to KyckGlobal will be sent to 600 University Park Place, Suite 400, Birmingham, AL 35209.

25. Notifications. Client shall promptly notify KyckGlobal in writing of the following:

- (i) Any communication from any governmental authority which suggests or may suggest that the activities of Client, KyckGlobal, Bank or the applicable System in connection with these Terms may be in violation of any law;
- (ii) Any change in law that Client reasonably believes may result in the activities of Client, KyckGlobal, Bank or the applicable System to be in violation of any law.

26. Notice of Material Changes; Third Parties. Client will provide KyckGlobal with reasonable advance notice of any material change in the nature of Client's business (including any change in control or merger, any liquidation, any transfer or sale of substantially all of its assets, or any change to Client's operations that would materially affect the products or services sold, the procedures for payments acceptance, or the fulfillment of obligations to a Client Customer). If applicable, Client will provide KyckGlobal with a written disclosure identifying the third parties, systems, and services Client uses to receive, transmit, process, or otherwise manage information or its information technology systems (e.g., without limitation, encryption or firewall providers) related to the transaction information or payment data processed in connection with these Terms.

27. Waivers. A party's waiver of a breach of these Terms will not be considered a waiver of a subsequent breach.

28. Governing Law, Waiver of Jury Trial. These Terms will be governed by Delaware law (without regard to its choice of law provisions). The courts of Delaware will be the proper venue for legal proceedings brought in connection with these Terms. Each Party waives its right to a jury trial for claims arising in connection with these Terms.

29. Miscellaneous. These Terms includes any schedules, addenda and amendments (capitalized terms used in the schedules, addenda, or amendments without definition will have the meanings given to them in these Terms). These Terms constitute the entire agreement between the Parties with respect to the Bank Payment Services and replaces any prior agreements or understandings (written or oral) with respect to its subject matter. These Terms and any schedules, addenda or amendments may be executed electronically and in counterparts, each of which constitutes one agreement when taken together. Electronic (including click-to-accept) and other copies of the executed Terms are valid. Client may not assign these Terms without Bank's and KyckGlobal's written consent (not to be unreasonably withheld). These Terms will be enforceable against a Party's permitted successors or assigns. Client must obtain

prior written approval for any publicity or marketing related to the Bank and its role in connection with these Terms. There are no third party beneficiaries to these Terms. Each Party is responsible for the performance of any third parties it uses in connection with the Bank Payment Services, and their compliance with the terms of these Terms.