

Direct Send Partner Terms & Conditions

I.

Services Terms

1. Dash's Services. Dash's Services consist of a proprietary platform (the "Platform") owned and operated by Dash and through which Dash facilitates payment disbursement ("Disbursement(s)") services, and may provide certain other related services, to its customers as payors and their designated payees ("Payee(s)"). The Services are provided through one or more Payment Modalities supported by Dash and its fulfillment vendors and partner financial institutions ("Partner Provider(s)"). By way of example, supported Payment Modalities include, without limitation, (a) automated clearing house ("ACH") transfer; (b) direct to debit transactions; (c) prepaid debit cards; and (d) supported mobile wallets (i.e., Paypal and Venmo) (each a "Payment Modality" and, collectively, the "Payment Modalities").

2. Funds Flow. The Parties acknowledge that the Partner Provider shall sell and issue the Disbursements hereunder and that Dash does not sell or issue Disbursements or transmit funds on behalf of Client. The Partner Provider is not obligated to issue a Disbursement and may suspend or cancel any Disbursements or otherwise stop a Disbursement for reasons of compliance with Applicable Law (as defined below), any applicable payment network rules, or safe and sound banking practices. Dash reserves the right to determine the appropriate Partner Provider for a Disbursement.

3. Additional Terms. Access and use of Use of certain, Payment Modalities, including those Payment Modalities made available through a Partner Provider, may be subject to the additional terms and conditions set forth in Schedule C to this Agreement. For purposes of clarity, multiple of the additional terms and conditions set forth in Schedule C may apply to a single Payment Modality. The additional terms set forth in Schedule C may be updated or modified from time to time with prior notice to Client and Client's agreement; provided, however, that Client expressly acknowledges and agrees that its failure to agree to such updated or modified additional terms may result in the suspension or termination of Client's access to the affected Payment Modality and related Services and such suspension or termination of access shall not in any way be deemed a breach of this Agreement by Dash.

4. Statement of Work. The Parties may enter into a statement of work ("SOW"), describing specific operational, product, and business terms, which shall be separately executed by the Parties and incorporated by reference into this Agreement. In the event of a conflict between this Agreement and an SOW, this Agreement shall control, unless specifically stated otherwise in the Agreement.

II. GENERAL TERMS AND CONDITIONS To Service Terms

1. Dash's Obligations.

(a) Services. Dash will deliver to Client those Services indicated on the order form(s) issued pursuant to this Agreement ("Order Form").

(b) Reserved.

(c) Dash Service Providers. Dash may use any entity controlling, controlled by, or under common control with a Dash Affiliate or a third party when performing under this Agreement (each, a "Dash Service Provider"). "Affiliate" means with respect to any person, each person who directly or indirectly controls, is controlled by, or is under common control with a Party.

2. Client's Obligations.

(a) Use of Services. Client will access and use the Services in accordance with this Agreement and Applicable Law (as defined below).

(b) Instructions and Reports. Client will provide Dash, Dash Service Providers, and Partner Provider all materials, information, data, and instructions reasonably required to perform the Services ("Client Instructions"), including, without limitation, any Setup Data (as defined below). Client Instructions will be accurate and complete. Dash may rely on Client Instructions without additional inquiry and Client shall be solely responsible for the accuracy and completeness of all Instructions provided to Dash or a Partner Provider in connection with the Services. Client will regularly review Client Instructions for accuracy and completeness and will promptly notify Dash of any changes or errors in such Client Instructions.

(c) Platform Access. Only those users authorized by Client may access and use the Platform for purposes of the Service (each, an "Authorized User"). Any violation of the terms and conditions of this Agreement by an Authorized User shall be deemed to be a violation by Client of such terms and conditions. Client is solely responsible for the security and proper creation, use, and termination of all Authorized User names, passwords, and other security devices used in connection with the Platform and Services and shall take all reasonable steps to ensure that they are kept confidential and secure, are used properly, and are not disclosed to unauthorized persons. Client shall immediately notify Dash in writing if there is any reason to believe that an Authorized User name, password, or any other security device has or is likely to become known to anyone not authorized to use it, or is being or is likely to be used in an unauthorized way. Dash reserves the right to require Client to change any or all of its Authorized User names, passwords, or other security devices used by Client in connection with the Platform and Services, and Client shall promptly comply with any such requirement.

(d) Fraud.

i. Client will be liable for all losses suffered by Dash relating to the theft or other wrongful use of a Payment Modality occurring prior to distribution to the Payee. If any loss or cost is associated with fraud attributable to Client, Client shall reimburse Dash to the extent Dash is not able to recover such losses through the applicable payment network's dispute processes. Should Client fail to maintain the security of a Payment Modality, and fraudulent use of a Payment Modality is reasonably attributable to such failure, then such fraud will be attributed the actions of

or inactions of Client. Subject to Applicable Law, Client agrees to comply with all reasonable requests made by Dash to investigate, prevent, and recover sums due relating to any actual or suspected loss, fraud, or other improper use of any Payment Modality ordered by or on behalf of Client. Dash may suspend or cancel any Disbursement (or prospectively limit features offered on Payment Modalities), if it believes such Payment Modalities are being used fraudulently or for illegal or improper purposes.

ii. Client agrees to cooperate in good faith and provide reasonable assistance in Dash's and the applicable Partner Provider's fraud detection and prevention efforts. Client agrees that Dash and the applicable Partner Provider may use Client's Confidential Information or Personal Data of Client Payees for identifying, monitoring and remediating fraud. Client will obtain authorization of Payee's for disclosure and use of its Personal Data in accordance with the terms of this Agreement.

(e) Audit. Client agrees that Dash and any regulatory authorities which have jurisdiction over Dash or Partner Provider, as applicable, shall have the right, as necessary to comply with Applicable Law or safe and sound banking practices and upon reasonable prior written notice from Dash, to audit and inspect Client's books and records related solely to the Services and Client's performance of its obligations with respect thereto. Any such audit shall be conducted during Client's normal business hours and in a manner reasonably intended to minimize any disruption to Client's business, and shall not include inspection of any information which Client is contractually obligated to maintain as confidential on behalf of a third party. Any Dash audit will be limited to one (1) time per twelve (12) month period; provided that Dash may conduct more frequent audits as required by the Partner Provider or any regulatory authority having jurisdiction over Dash or Partner Provider, as applicable.

(f) Setup; Funding Account.

i. Client's designated Payees may be required to establish and set-up accounts with Dash or Partner Provider through the Dash Website. Where required by Applicable Law, a Payee's establishment of an account will be contingent on successful completion and validation under Partner Provider's Know Your Client ("KYC") program and screening under regulations promulgated and administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC").

ii. Client is solely responsible for determining intended Payees and the amount of the funds to be made available to each Payee, and Client acknowledges that Payees must adhere to the instructions provided by Dash, if any, to successfully access a Disbursement. So long as Dash acts in accordance with the terms of this Agreement, Dash will not be liable to Client or an intended Payee for an intended Payee's failure to receive or access a Disbursement. Client shall not designate an individual under the age of majority to receive a Disbursement unless Client has obtained a consent, substantially in the form to be provided or approved by Dash, executed by such individual's parent or legal guardian.

iii. Client will place orders for Disbursements to its designated Payees that, where required, have completed the account set-up process with Dash and Partner Provider. Client will transmit such additional information as the Dash and Partner Provider may require to from time to time in order to issue a Disbursement to a Payee through a given Payment Modality ("Setup Data").

iii. Where required by Partner Provider, Client shall establish a direct deposit account at, and maintained by, Partner Provider for the purpose of funding Disbursements made to Payees (the "Funding Account"). Client shall maintain the Funding Account with a minimum balance

determined by Partner Provider, which shall be at least sufficient to cover any amounts required to facilitate the orderly processing of Disbursements.

iii. Errors and Corrections. Client is solely responsible for the accuracy of the Setup Data and Disbursement instructions submitted to Dash. Dash shall have no liability to Client or any third party arising out of any such failure to provide or inaccuracy of Setup Data or Disbursement requests. Client shall promptly notify Dash of any errors in Setup Data or Disbursement requests and shall be responsible for the resolution of disputes with Payees and potential payees arising from such errors. Client acknowledges that Partner Provider cannot reverse a Disbursement if the associated funds have been utilized by the Payee.

(g) Export Restrictions. Client will not export or re-export, or knowingly permit the export or re-export of, the Services, the Platform, or any other technical information about the Services or the Platform to any country outside of the United States, unless Client has obtained Dash's prior written consent and the applicable export license(s).

(h) Due Diligence. Client acknowledges that Partner Provider's initial and ongoing approval of Client's access and use of the applicable Payment Modalities, and Dash's willingness to make the Platform and the Services available to Client, is dependent on Client's compliance with Dash's and Partner Provider's due diligence requirements.

(i) Complaints.

i. As between Client, Dash, and the applicable Partner Provider, Client will be responsible for promptly addressing and resolving Payee inquiries or disputes related to a Disbursement. Where required by a Partner Provider, Client shall establish, maintain and make available to Payees a dedicated toll free phone number or other no-cost access for making inquiries or disputes relating to Disbursements.

ii. Client shall promptly report to Dash any written complaint received directly by Client relating to the Services or a Disbursement. To the extent that such information is available, such report shall include the name and address of the complaining party, a brief summary of the complaint, and if resolved, a brief summary of how the complaint was resolved. Client may not provide customer support service with respect to any Disbursement or Payment Modality without Dash authorization, and Client understands that in such case additional terms and conditions will apply. The proper assignment of a Payment Modality type depends upon Dash and Partner Provider receiving accurate information regarding the purpose of the Disbursement and the Services within which the Payment Modality will be provided. Client must provide accurate and complete information as requested by Dash to accomplish this purpose. Where Client provides Disbursements to third parties for use in third party programs, Client must ensure that the use by such third parties is consistent with the use described in the relevant Services information provided to Client.

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

(k) **Payment Provider Disclosures.** To the extent a Payment Modality selected by Client requires Payees to access the services of a Partner Provider, Client agrees that Partner Provider-approved Payee disclosures governing the Disbursements sponsored by Partner Provider pursuant to this Agreement must be presented to Payees to ensure compliance with Applicable Law and, where appropriate, the rules and guidelines of an applicable payment network. Client shall ensure that it complies with the terms set forth in any privacy notice delivered to Payees, if applicable and in accordance with this subsection.

3. Mutual Obligations.

(a) **Representations and Warranties.** Each Party represents and warrants that at all times (i) it has the requisite corporate power and authority to enter into this Agreement and perform under it, (ii) it is not a party to any other agreement that would hinder its ability to perform its obligations under this Agreement, and (iii) it is duly qualified and licensed to do business and to carry out its obligations as required by Applicable Law. Except as otherwise expressly provided in this Agreement, neither Party, nor, when applicable, the Dash Service Provider, makes any representations or warranties of any kind, nature, or description to the other Party, whether statutory, express, or implied, including any warranty of non-infringement, error-free operation, merchantability, or fitness for a particular purpose.

(b) **Compliance with Applicable Law and Provider Rules.** Each Party will comply with (i) all applicable federal and state laws, rules, and regulations, including, without limitation, laws and regulations relating in any way to anti-bribery or anti-corruption, and (ii) any written policies, guidelines, or directives that Partner Provider provides to the Parties (collectively, “Applicable Law”). Dash may make changes to the Services, the Platform, or this Agreement to comply with changes to Applicable Law. When this occurs, Dash will notify Client as soon as reasonably possible.

4. **Parameters.** Dash or Partner Provider may establish parameters for the Services, including, without limitation, restrictions on the amounts and velocity of transactions, customer verification requirements, and other parameters (collectively, the “Parameters”), which Parameters may be modified from time to time by Dash or Partner Provider upon notice to Client. Client agrees to adhere to the Parameters.

5. Fees and Payment.

(a) **Fees.** Client will pay Dash the fees detailed in the applicable Order Form. No more than once annually, Dash may, in its sole discretion, increase Client fees by the greater of (i) 3%, or (ii) the percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor. The change shall be determined by comparison of the figure for the previous January 1, with that of January 1 of the current year.

(b) **Invoice and Payment.** Dash will invoice Client monthly in arrears. Client’s payment will be due within thirty (30) days of the invoice date. Any undisputed amounts not paid by their due date will incur interest, until paid, at the monthly rate of one- and one-half percent (1.5%), prorated for any partial month. All charges and fees are exclusive of any applicable withholding, sales, use, excise, value-added, or other taxes (collectively “Taxes”). Dash will add Taxes to Client’s Services fees when Dash is required to collect those taxes.

(c) **Invoice Disputes.** Client may dispute all or part of an invoice by providing a written statement, including via email, to Dash at least fifteen (15) days prior to the invoice due date. The written statement must describe (i) the specific amounts in dispute, (ii) the basis of the dispute, and (iii) include documentation to support Client’s assertions. If Client disputes an invoice, Client may, in good faith, withhold payment of the disputed amounts. A charge will be deemed undisputed if Client does not deliver the written statement at least fifteen (15) days prior to the invoice due date. If Dash agrees with Client’s assertions and adjusts

its invoice, then Client must pay the remaining amounts due (if any) within fifteen (15) days of such resolution. Client's failure to pay undisputed charges when such payments are due shall constitute a material breach of this Agreement. Dash may cease performing the Services until Client has met its obligations under this subsection.

(d) Client, or the authorized party providing funding on Client's behalf, will execute an ACH authorization in the attached **Exhibit 1** (ACH Authorization Form) to allow Dash to initiate ACH debits to fund the Custodial Account and/or for allowing Dash to collect fees owed to Dash, and this authority will remain in effect until Dash receives notice from Client revoking it.

6. Intellectual Property.

(a) Parties' Marks. Each Party owns all right, title, and interest in and to any materials provided by or on its behalf in connection with this Agreement, including but not limited to its names, trademarks, service marks, or logos ("Marks"). Except for the licenses granted under this Agreement, neither Party will have any right, title, interest, or license to the other Party's Marks. During the Term, Client grants to Dash a royalty-free, non-exclusive, non-transferable right and license to use, reproduce, and distribute Client's Marks in connection with the Services. The Parties will obtain one another's prior approval before distributing to the public any marketing or promotional materials that use the other Party's Marks. In addition, Client acknowledges and agrees that it must obtain the applicable Partner Provider's prior written approval for any materials used by Client to market the Partner Provider's services in connection with a Payment Modality and as otherwise described in Schedule C. Client shall be responsible for ensuring that all such marketing materials used by Client comply with Applicable Law and, where appropriate, the rules and guidelines of any applicable payment network.

(b) Ownership and License. Dash may provide Client with project deliverables, plans, reports, analyses, and other tangible materials in connection with this Agreement (the "Deliverables"). Dash owns all right, title, and interest, including all intellectual property rights, in and to the Deliverables, the Services, and the Platform. Dash grants to Client a limited, nontransferable, non-sublicensable, fully paid-up right and license to use the Deliverables, the Services, and the Platform solely in connection with Client's receipt of the Services.

(c) Use Restrictions. With respect to the Deliverables, Service, and Platform, Client will not, and will ensure its personnel do not (i) reproduce, modify, distribute, license, sell, create derivative works based upon, or in any way commercially exploit; (ii) use manual or automated means to trawl, mine, scrape, frame, or mirror; (iii) disassemble, decompile or reverse engineer; (iv) attempt to hack, defeat, or overcome any encryption technology or security measures, or gain any unauthorized access; (v) interfere with or disrupt operations; (vi) promote illegal activity or violate applicable law; (vii) post or transmit any content or information that is discriminatory, defamatory, abusive, harassing, threatening, pornographic or otherwise inappropriate or infringes any intellectual property or privacy or other rights of any person; (viii) send unsolicited advertisements; (ix) impersonate any person or misrepresent its identity or affiliation; (x) use the Platform, Services, or Deliverables in a way that is not for its intended purposes or that will adversely affect Dash; (xi) provide any information that it does not have the right to provide; or (xii) otherwise violate any of Dash's published rules, policies, or guidelines.

(d) Feedback. If Client provides feedback, suggestions, improvements, or requests for additional functionality related to the Platform (collectively, "Feedback"), Client grants Dash a perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, display, perform, modify, transmit, distribute and create derivative works of such Feedback in any way Dash deems reasonable, without any attribution or accounting. This paragraph will survive any termination or expiration of this Agreement or of Client's accounts on the Platform.

7. Confidentiality.

(a) General. Each Party may receive (“Receiving Party”) or otherwise become familiar with Confidential Information about the other Party (“Disclosing Party”). “Confidential Information” includes, without limitation, the terms of this Agreement and information about the Disclosing Party’s technology, customer information, business activities, operations, and its trade secrets (as defined under Applicable Law), which are proprietary or confidential. Confidential Information also includes any material marked or designated “confidential” or which by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential. Confidential Information does not include information that a Receiving Party can demonstrate: (1) was in the public domain at the time of disclosure, (2) was in the legal possession of the Receiving Party at the time of disclosure without a duty of confidentiality, or (3) was independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information.

(b) Non-Disclosure. The Receiving Party agrees to take all reasonable measures to maintain the confidentiality and secrecy of the Confidential Information of the Disclosing Party and to avoid its disclosure, including all precautions the Receiving Party employs with respect to its confidential materials of a similar nature. Receiving Party may not disclose the Disclosing Party’s Confidential Information to any third party, except: (i) where Dash is the receiving party to its Affiliates, and (ii) where Dash is the Receiving Party, to Dash Service Providers for the purpose of providing the Services. In all cases, the Receiving Party must ensure that the third-party recipients do not use or disclose the Confidential Information other than in accordance with the terms of this Agreement. The Receiving Party may also disclose Disclosing Party’s Confidential Information to the extent required by Applicable Law or court order, provided that the Receiving Party uses reasonable efforts to limit such disclosure and to obtain confidential treatment or a protective order and has, to the extent reasonably possible, allowed the Disclosing Party to participate in the proceeding.

8. Privacy and Information Security.

(a) PCI DSS; Personal Data. Dash maintains commercially reasonable administrative, technical and physical measures compliant with payment card industry data security standards (“PCI DSS”) designed to (i) ensure the security and confidentiality of non-public personal information about an identifiable individual or information that is capable of being used (alone or in combination with other information) to identify an individual provided to Dash by Client or by Dash’s customers (“Personal Data”); provided Personal Data expressly does not include any such information that is maintained as Payment Data (defined below), (ii) protect against any anticipated threats or hazards to the security and integrity of Personal Data, (iii) protect against any unauthorized access to or use of Personal Data that could result in substantial harm or inconvenience to Client or a person designated by Client to receive a Disbursement under this Agreement, and (iv) ensure the proper disposal of Personal Data.

(b) Data Use. Personal Data and Payment Data (as defined below) are not sold by Client or Dash under the Agreement. Client represents and warrants that any collection, storage, disclosure, retention, transfer or use of Personal Data by Client will comply with all Applicable Law governing the collection, storage, disclosure, retention, transfer or use of personal information. Dash represents and warrants that any collection, storage, disclosure, retention, transfer or use of Personal Data and Payment Data by Dash will comply with all Applicable Law governing the collection, storage, disclosure, retention, transfer or use of personal information. Dash will not use, retain or disclose Personal Data or Payment Data for any purpose other than as necessary to perform its obligation under the Agreement. Dash has a perpetual right to use aggregated, and anonymized (“Aggregated Data”) derived from the Services, which Aggregated Data shall be owned exclusively, and may be used, by Dash for any lawful purpose, including sharing Aggregated

Data with third parties at its discretion, as long as Dash has used proper technical safeguards making sure that such data could not be re-identified.

(c) Payment Data. Payment Data is owned by Dash and/or Partner Provider. “Payment Data” means (i) the name, address, phone number, and email address of the Payee that is maintained for the issuance and operation of Payment Modalities under the Agreement but only after the data subject becomes the customer of Dash and/or the Partner Provider and explicitly agrees to 1) Dash and/or Partner Provider’s respective terms of service and privacy policy, 2) the transfer of ownership and control of such data to Dash and/or Partner Provider, and 3) that the further processing of such data shall ONLY be governed by the respective terms of service and privacy policy agreements, (ii) numeric information associated with a Disbursement issued by a Partner Provider and that is not provided by Client, including without limitation primary account number (or PAN), CVV, expiration date, balance, and transaction history, in each case, maintained by Partner Provider or Partner Provider’s agents and their respective service providers (including, for the avoidance of doubt, Dash); and in association with either: (w) the issuance and registration of Payment Modalities; (x) the proper operation of Payment Modalities issued by Partner Provider when used to undertake transactions through the payment network; (y) the closing of such Payment Modalities upon expiration; or (z) satisfaction of Partner Provider’s regulatory obligations and risk-mitigation programs, including without limitation compliance with Applicable Law and applicable payment network rules and (iii) “non-public personal information” and “personal identifiable financial information,” that is subject to Title V of the Gramm Leach Bliley Act and its implementing regulations at 12 C.F.R. Part 364, App. B (Interagency Guidelines Establishing Information Security Standards), as updated from time to time (“GLBA”).

(d) Notice of Security Breach. If either Party becomes aware of any unauthorized access to Personal Data or the other Party’s Confidential Information, such Party will promptly, and in any event no more than forty-eight (48) hours, notify the other Party and describe the circumstances surrounding such unauthorized access. In addition, each Party will promptly take reasonable steps to minimize such unauthorized access and reasonably cooperate with the other Party to minimize any damage resulting therefrom.

9. Term and Termination.

(a) Term. The term of this Agreement will begin on the Effective Date and will continue unless terminated by either Party in accordance with the terms of this Section, or until all Order Forms have expired or otherwise been terminated (the “Term”).

(b) Termination for Cause.

(i) A Party may terminate this Agreement, upon written notice to the other Party, in the event that the other Party commits a material breach of this Agreement and fails to cure such material breach within thirty (30) days after receipt of notice, provided, that, if such material breach is a non-monetary breach and is not reasonably curable within thirty (30) days, the cure period will be extended so long as the other Party commences such cure within such thirty (30) day period and diligently pursues such cure to completion within ninety (90) days after notice is first provided.

(ii) A Party may terminate this Agreement, upon written notice to the other Party if the other Party becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, has a receiver appointed for it, makes an assignment for the benefit of its creditors, or admits its inability to pay its debts as they become due, or any analogous procedure or step is taken in any jurisdiction.

(iii) Dash may terminate this Agreement in the event Client fails to pay undisputed charges when such payments are due and payable (pursuant to Section 5) and fails to cure such material breach within five (5) days after receipt of notice. Such termination by Dash does not prejudice or waive its right to payment or to suspend performance of the Services.

(iv) Dash may terminate this Agreement if Client fails to perform a regulatory or compliance obligation or directive of Partner Provider.

(v) DASH may terminate this Agreement or curtail or restrict its operations under this Agreement (including the termination of a Program in particular jurisdictions) at any time with notice to Client without liability, upon Dash's sole determination, that continuation of any service contemplated under this Agreement may subject Dash to undue financial, legal, regulatory, or reputational risk.

(c) Termination Not for Cause.

(i) A Party may terminate this Agreement on ninety (90) days' prior written notice, if there is a change in Applicable Law or payment network rules that would have a material adverse impact upon a Party's ability to perform its obligations under this Agreement. The Party terminating this Agreement will provide such ninety (90) days' notice of such termination unless otherwise required under Applicable Law or payment network rules.

(ii) Dash may terminate this Agreement, if directed to do so by Partner Provider. Dash will provide no fewer than ninety (90) days' prior notice of such termination unless it is required to provide less notice.

(d) Effect of Termination. Upon termination of this Agreement, all Order Forms will be terminated simultaneously, and Client shall, as of the effective date of any termination, immediately cease accessing and otherwise using the Services and Dash Confidential Information. In addition, Client will be responsible for the payment of all fees accrued, due, and payable by Client up to the later of the date of such expiration or termination or the completion of the transition, including any early termination fee as set forth in an Order Form.

10. Indemnification.

(a) Dash Indemnification. Dash agrees to defend, indemnify and hold Client (and each of its officers, directors, employees, agents and representatives) harmless from and against any and all loss, liability and expense (including court costs and reasonable attorneys' fees) relating to third party claims, demands, or actions, including without limitation regulatory enforcement actions ("Claims"), to the extent such Claim alleges that the Services, when used by Client in compliance with this Agreement, infringe or violate any intellectual property or proprietary right of any third party, provided that Dash's obligations under this section will not apply to the extent any infringement or violation arises from (i) use of the Services in combination with technology or services not provided by Dash, (ii) Dash's compliance with Client Instructions, or (iii) use of the Services by Client after notice by Dash to discontinue use. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION CONSTITUTES THE ENTIRE LIABILITY OF DASH, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, FOR ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION ARISING OUT OF THE SERVICES.

(b) Client Indemnification. Client agrees to defend, indemnify and hold Dash and Partner Provider (and each of their respective officers, directors, employees, agents and representatives) harmless from and against any and all loss, liability and expense (including court costs and reasonable attorneys' fees) relating to Claims, to the extent arising out of or related to (i) the negligence, fraud or willful misconduct of Client or its subcontractors or agents in the performance of Client's obligations under this Agreement, (ii) any breach by Client of this Agreement, (iii) any actual or alleged infringement upon any intellectual rights of a third party, or (iv) the wrongful actions or inactions of Client in the conduct of its business as relates to the Services provided by Dash pursuant to this Agreement.

(c) Procedure. The party seeking indemnification ("Indemnified Party") will promptly notify the indemnifying party ("Indemnifying Party") in writing of any Claim along with a copy of any papers served. Failure to provide prompt notice of any third-party Claim will not relieve the Indemnifying Party of its indemnification obligations, except to the extent such failure materially prejudices the Indemnifying Party in defending the third-party Claim. The Indemnified Party will tender control of the defense and settlement of any such third-party Claim to the Indemnifying Party at the Indemnifying Party's expense and with the Indemnifying Party's choice of competent counsel. The Indemnified Party will also cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in defending or settling such third-party Claim and the Indemnified Party may join in the defense with counsel of its choice at its own expense.

12. Limitation on Liability.

(a) Special Damages. IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), OR OTHERWISE, SHALL A PARTY BE LIABLE TO THE OTHER PARTY (OR ANYONE CLAIMING UNDER OR THROUGH THE OTHER PARTY) FOR INDIRECT OR CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR BREACH OF THE CONTRACT, INCLUDING ITS INDEMNIFICATION OBLIGATIONS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

(b) Direct Damages. IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), OR OTHERWISE, SHALL DASH BE LIABLE TO CLIENT (OR ANYONE CLAIMING UNDER OR THROUGH CUSOTMER) FOR DAMAGES IN EXCESS OF THE ANNUAL AMOUNTS PAID OR PAYABLE BY CLIENT TO DASH UNDER THIS AGREEMENT. PROVIDED, HOWEVER, that if such event giving rise to liability occurs during the first twelve (12) months after the Effective Date, the foregoing amount shall include a prorated amount for each month less than twelve (12) based upon the average of the monthly charges payable or actually paid under this Agreement.

13. General.

(a) Governing Law and Jurisdiction. Delaware law shall govern this Agreement without giving effect to conflicts of laws principles. New Castle County, Delaware is the exclusive jurisdiction and venue for all disputes arising out of this Agreement. THE PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY.

(b) Dispute Resolution Process. In the event of a dispute between the Parties under this Agreement, the Parties will first attempt in good faith to resolve the dispute by negotiation between themselves, including at least one negotiation session attended by the relationship managers of each Party.

(c) Assignment. Neither Party may assign any rights or obligations under this Agreement including by operation of law without the other Party's prior written consent, which may not be unreasonably withheld; *however*, Dash may without such consent make an assignment (i) to an Affiliate or (ii) in connection with a merger, acquisition or sale of all or substantially all of its assets. This Agreement will bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

(d) Force Majeure. Except for delays in payment, if the performance of this Agreement or any obligation hereunder is prevented, restricted, or interfered with by any act or condition whatsoever beyond the reasonable control of the affected Party, the Party so affected, upon giving prompt notice to the other Party, will be excused from such performance, except for the making of payments hereunder, to the extent of such prevention, restriction, or interference.

(e) Amendments; Waivers. No amendment to this Agreement will be valid unless in writing and signed by an authorized representative of each Party. The failure of either Party to insist on performance of any provision of this Agreement will not be construed as a waiver of such provision, and no waiver will be effective or enforceable unless signed by the Party against which such waiver will be enforced.

(f) Severability. If any provision of this Agreement conflicts with a law under which this Agreement is to be construed or is held invalid by a court of competent jurisdiction, that provision will be deemed to be restated to reflect, as nearly as possible, the original intentions of the Parties and the remainder of this Agreement will remain in full force and effect.

(g) Rights of Third Parties. This Agreement is between, and may be enforced only by, Client and Dash and will not create any rights in third parties other than Partner Provider.

(h) Cumulative Remedies. Except as otherwise expressly provided in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, or otherwise.

(i) Notices. All notices under this Agreement shall be in writing, including via email. Each Party shall send notices to the other Party at the address or email address set forth in the table on page 1 or such other address or email address as either Party may specify in writing. Notices to Dash must also be addressed to the Legal Department.

(j) Counterparts. This Agreement may be executed in counterparts.

(k) Relationship of the Parties. Nothing in this Agreement is intended to, or will, create a partnership, or joint venture, or agency relationship between the Parties.

(l) Survival. The provisions of this Agreement that by their nature or terms are intended to survive the expiration or termination of this Agreement shall survive its expiration or termination.

(m) Entire Agreement. This Agreement and applicable Order Forms represent the Parties' entire agreement and supersedes any and all prior written or oral communications, agreements, or understandings.

III. ADDITIONAL PAYMENT MODALITY TERMS AND CONDITIONS to Service Terms

Pathward Payment Service Terms – The following additional terms apply to Payment Modalities supported by Pathward Bank as Partner Provider

These Bank Payment Service Terms (“Terms”) are between the company (“Client”), KyckGlobal, Inc. (“Dash”) and Pathward, National Association (“Bank”). Each may be referred to as a “Party” or collectively as “Parties.” Dash’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 Dash and Bank. Client understands and agrees that Dash 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 Dash’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. Dash’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 Dash receive, hold or transmit Client or Client Customer funds, and Dash does not serve as a money transmitter, nor is Dash a bank or money services business. As a technology partner, Dash 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 Dash 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 Dash 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 Dash 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. Dash (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 Dash 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 Dash.
- b. Client agrees to abide by NACHA Rules.
- c. Client will not request Dash 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. Dash 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 Dash 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 Dash 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 Dash and Bank upon reasonable request.
- g. Client acknowledges that Dash 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, Dash or Bank may suspend the origination of ACH entries and/or terminate such ACH services.

4. Direct to Debit ("D2D") Services. Dash (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 Dash'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, Dash will instruct Bank to initiate a D2D Transaction to be credited to the Client Customer's Card through the relevant System. Bank, Dash 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 Dash under the System Rules, allowing Dash 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 Dash. Dash 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 Dash's systems using the format and specifications provided by Dash;
- (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 Dash 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 Dash 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 Dash.

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. Dash 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 Dash to instruct Bank to transfer funds to such third party payment service providers for settlement, subject to the instructions provided by Client to Dash, 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 Dash or Bank in connection with the Bank Payment Services.

8. **Chargebacks and Returns.** If Dash or Bank determines that Client is incurring an excessive amount of chargebacks or returns, Dash 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 Dash 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 Dash or Bank as Dash or Bank may request.

9. **Client Customer Disclosures.** To the extent a Dash-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, Dash 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 Dash 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, Dash 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 Dash 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 Dash 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 Dash 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 Dash 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. Dash and Bank reserve the right to delay the availability of funds for deposit without prior written notice to Client if Dash 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 Dash and Bank shall have a right of setoff against: (1) any amounts Dash 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 Dash 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 Dash 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. Dash 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 Dash 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 Dash.
- 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, Dash, 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, Dash 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 Dash 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 Dash 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 Dash, 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. Dash 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 Dash 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. Dash, 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 Dash 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.** Dash'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 Dash 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 Dash will be sent to 600 University Park Place, Suite 400, Birmingham, AL 35209.

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

- (i) Any communication from any governmental authority which suggests or may suggest that the activities of Client, Dash, 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, Dash, Bank or the applicable System to be in violation of any law.

26. **Notice of Material Changes; Third Parties.** Client will provide Dash 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 Dash 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 Dash'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. Notwithstanding a Party's agreement with an association (e.g. Visa, Mastercard, etc.), the Parties hereby agree that Dash is entitled to any and all association benefits generated pursuant to this Agreement.

NCR Pay360 Network Payment Service Terms – The following additional terms apply to a Payment Modality using the NCR Pay360 Network supported by NCR as Partner Provider

Customer acknowledges and agrees that participation in the NCR Pay360 Network is subject to the approval of ATM National, LLC, doing business as Allpoint ("Allpoint") and Client may not participate in the NCR Pay360 Network unless and until such approval is received. Allpoint's approval of Client may be revoked by Allpoint at any point in time in its sole discretion in which case Client will no longer be able to participate in the NCR Pay360 Network.

Additional Disbursement via Prepaid Card Service Terms – The following additional terms apply to the use of a prepaid debit card ("Card") as a Payment Modality for Disbursements

1. Client acknowledges that Cards issued under the Payment Modality shall not be used for Client's commercial purposes, disbursement of wages or other compensation, or loyalty/promotion/award purposes.
2. Client will be responsible for ensuring that Cards are distributed only to bona fide cardholders.

EXHIBIT 1 – ACH AUTHORIZATION FORM

Customer hereby authorizes Dash to initiate debit/credit entries in accordance with the rules of NACHA from the undersigned's account at the financial institution listed below.

Bank Name			
Address			
City		State	Zip
ABA Number	Account Number		Acct Type (Check/GL)

This Authorization will remain in effect unless cancelled by Customer or Bank by providing written notice of cancellation providing reasonable time to process such request. Customer must send its notice of cancellation in writing to: {Insert Address}. Customer shall provide an address for notice purposes.

The undersigned represents and warrants that the person executing this ACH Authorization is an authorized signatory on the account referenced, the account referenced is a commercial account and not an account with the primary purpose of being used for personal, household or family purchases, and all information regarding the account and the account holder is true and correct.

The amount credited or debited may vary based on the amount of transactions processed.

Name of Customer

Authorized Signature

Print Name

Date