

MASTER CONSULTING SERVICES AGREEMENT

This Agreement (the "Agreement") is made as of the **1st day of March 2021** (the "Effective Date"), between Mfiflex Technologies Private Limited, a company organized under the laws of India with a principal place of business at Crescent 4, Floor No. 11, Sadaramanagala Village, Whitefield Main road, Bangalore 560-048 ("Q2"), and **Kotapati Kumar** 002 Sai Shiva PG, NR Reddy Colony, Murgeshpalya , Bengaluru (560017) Karnataka, India an individual residing at

("Consultant").

WHEREAS, the parties are mutually desirous that Consultant perform certain services on behalf of Q2,

NOW, THEREFORE, Q2 and Consultant hereby agree as follows:

1. **TERM**

The term of this Agreement shall commence on the Effective Date and shall continue for a period of six (6) months from the Effective Date.

2. **CHARGES**

Q2 agrees to pay Consultant only for work authorized by Q2 and performed by Consultant as set forth in one or more Statements of Work (each a "Statement of Work") signed by both parties and in a form substantially consistent with Exhibit A attached to and made a part of this Agreement. Consultant shall charge Q2 for such work in accordance with the terms set forth in the relevant Statement of Work. There shall be no other amount due or payable by Q2 to Consultant under this Agreement or in connection with the work to be performed by Consultant, except as authorized by this Agreement and a Statement of Work.

Charges for work performed by Consultant shall be invoiced to Q2 not later than thirty (30) days following the date on which such work is performed by Consultant. Such invoice shall be payable net forty-five (45) days next following Q2's receipt thereof. Each invoice shall be subject to verification by Q2's representative with regard to the accuracy of the amount invoiced for work performed by Consultant.

3. **SERVICES TO BE PERFORMED**

The services required to be performed by Consultant under this Agreement are set forth in each Statement of Work ("Services").

Consultant warrants that all Services shall performed: 1) in a professional and workmanlike manner; 2) at a skill level commensurate with the requirements of performing the Services; and 3) completed to the satisfaction of the Q2 representative who shall, in all cases, determine the amount, quality, acceptability, and fitness of the work that is to be paid for hereunder. The Q2 representative shall decide all questions that may arise as to the fulfillment of the Services herein on the part of the Consultant, and the determination and decision thereon shall be final and conclusive.

In the event work performed by Consultant does not conform to the requirements of this Agreement as determined by the Q2 representative, Q2 at its option: 1) may request Consultant to re-perform such work at no additional charge to Q2, 2) may request a refund of time paid for unacceptable work or free future hours mutually agreed upon between

Consultant and Q2, 3) may request Consultant to replace personnel if Q2 is not satisfied with their performance, 4) may terminate the Agreement with Consultant pursuant to Section 7, Termination, if Consultant continually performs unacceptable work or fails to correct deficiencies, as defined by the Q2 representative, within fifteen (15) days of notice of such deficiencies.

Consultant and Q2 agrees to abide by the terms and conditions of the Confidentiality and Security Addendum attached to this Agreement as Exhibit B and incorporated herein by reference.

4. **INTELLECTUAL PROPERTY**

A. Consultant hereby transfers and assigns all right, title, and interest in and to the copyright and moral and author rights throughout the world, including all renewals and extensions thereof and including the rights to prepare and distribute derivatives thereof, for works of authorship, created, made, or conceived by Consultant during the term of the Agreement ("Works") that pertain to, result from, or are suggested by any work that Consultant may perform pursuant to this Agreement. Consultant acknowledges that all right, title and interest, including copyright and moral and author rights, in each such Work shall belong entirely to Q2 and its successors and assigns forever, and Q2 may make any use or non-use of such properties throughout the world without any further obligation or consideration to Consultant. Consultant does hereby appoint Q2 as its attorney-in-fact for the purpose of executing any documents and doing such things as are necessary to effect a valid assignment of such copyright and moral and author rights from Consultant to Q2.

B. Consultant understands and agrees that all inventions, designs, processes, and other intellectual property conceived or developed by Consultant during the term of this Agreement that pertain to, result from, or are suggested by any work that Consultant may perform pursuant to this Agreement, shall belong entirely to Q2 and its successors and assigns forever. Consultant hereby transfers and assigns to Q2 all rights whatsoever that Consultant may have in such inventions and other intellectual property, and Q2 may make any use or non-use of such properties throughout the world without any further obligation or consideration to Consultant.

C. At the request of Q2, Consultant agrees to perform all acts reasonably necessary to assist in obtaining, enforcing and protecting in any and all countries of the world, for Q2 or its nominees' benefit, patents, copyrights, and other forms of legal protection for Works, inventions, and other intellectual property that result from or are suggested by any work performed by Consultant hereunder. Consultant will not reproduce the copyright, trade secret, proprietary information, and intellectual property received from Q2. Consultant agrees to place trade secret, proprietary, and/or other notices, as applicable and as directed by Q2, on all Works and tangible intellectual property created by Consultant for Q2, and Consultant agrees to place on all Works that Consultant creates under this Agreement the following copyright notice, or a copyright notice as otherwise directed by Q2:

D. Consultant warrants that in the performance of this Agreement, Consultant's work product and the information, data, designs, processes, inventions, techniques, devices, and other such intellectual property furnished, used, or relied upon by Consultant, will not infringe the intellectual property rights of any third party. Consultant shall inform Q2 in writing, in advance, if such performance, furnishing, use or reliance could reasonably be deemed to infringe any patent, copyright trademark, or other such intellectual property rights of Consultant or of others. The furnishing or using of any such intellectual property or of Consultant's own intellectual property in the performance of this Agreement by Consultant, without the prior written consent of Q2, shall confer upon Q2, to the extent Consultant has the capacity do so, the unrestricted, irrevocable right to make, have

made, use, sell, license, publish, and/or lease any such intellectual property without payment of additional consideration by Q2.

5. **PROPRIETARY AND CONFIDENTIAL INFORMATION**

A. Consultant may gain access to the Confidential Information of Q2 in the execution of its responsibilities under this Agreement. Consultant shall hold such Confidential Information in trust and confidence for Q2 and shall not use it (1) except in furtherance of the relationship set forth in this Agreement; or (2) other than as necessary for the performance of this Agreement. Consultant shall not copy, publish, or disclose to any third party such Confidential Information (including Confidential Information developed by Consultant in the performance of this Agreement) or proprietary information of others in the rightful possession of Q2 to which Consultant may be exposed during the term of the Agreement, except as may be authorized by Q2 in writing. The provisions of this Section 5 shall not apply to Q2 Confidential Information that becomes public knowledge without the fault of Consultant or that is disclosed to Consultant without an obligation of confidentiality by a third party having the right to lawfully possess and disclose the same.

B. "Confidential Information" means all information in oral or written form that is disclosed to Consultant by Q2, or to which Consultant's employees may be exposed while at Q2's facilities (1) that has not been publicly made known by Q2, either prior to or subsequent to Consultant's receipt of such information from Q2; or (2) that has been designated as confidential or proprietary in a Confidentiality and Nondisclosure Agreement in effect between the parties.

C. In the conduct of work under this Agreement Consultant shall not communicate or otherwise disclose confidential or proprietary information of others. Consultant warrants that all information communicated or used in the performance of this Agreement is without restriction as to use or publication.

6. **CONFLICTS OF INTEREST**

A. During the term of this Agreement, Consultant shall not accept employment or otherwise engage in work or render services for or on behalf of a competitor of Q2 or that will conflict with the relationship of trust and cooperation created hereby or that may otherwise conflict with Consultant's obligations under this Agreement.

B. Consultant agrees that, for the term of this Agreement, any extensions thereto, and for a period of one (1) year after the termination or expiration of this Agreement, it will not, either directly or indirectly, solicit for hire or employ, any person who is employed by Q2 or either directly or indirectly, solicit or perform services on behalf of a customer of Q2, without the prior express written consent of Q2.

7. **TERMINATION**

A. Without Cause - Q2 may terminate this Agreement, or any Statement of Work hereto, without cause, upon thirty (30) days prior written notice to Consultant.

B. With Cause - In the event Consultant shall be in default of this Agreement, Q2 shall have the right to terminate this Agreement, or any Statement of Work hereto, upon one (1) day prior written notice. Consultant's default and Q2's right to terminate this Agreement for cause shall include, but not be limited to, the disclosure of Q2 Confidential Information, the failure of Consultant to perform any work accordance with this Agreement or any Statement of Work hereto, the failure of Consultant to make timely progress to such an extent that Q2 reasonably deems that the performance under this Agreement or

under any Statement of Work hereto is endangered, or the filing of any proceeding by or against Consultant in bankruptcy or insolvency or for the appointment of a trustee or functionary for the benefit of creditors.

C. In the event of any termination of this Agreement or of any Statement of Work hereto, Q2 shall be liable to Consultant only for such sums as shall represent the applicable charges under this Agreement and the relevant Statement of Work hereto for services authorized by Q2 and actually performed by Consultant in accordance with this Agreement and such Statement of Work up to the effective date of such termination.

8. **INDEMNIFICATION**

The Consultant agrees to unconditionally indemnify and hold harmless Q2 and its officers, agents, and employees against and for all losses, causes of action, liability, cost, expenses, claims and damages, including all expenses of litigation, reasonable attorney's fees and court costs which Q2 may at any time suffer or sustain or become liable for, due to injury or death of any person, for damage to any property, or infringement of any third party intellectual property rights arising out of, in connection with, or incidental to the work done by Consultant under this Agreement.

9. **LIMITATION OF LIABILITY**

A. Notwithstanding anything to the contrary herein, in the event of any termination of this Agreement or a Statement of Work hereto by Consultant by reason of Q2's default or failure to perform hereunder, Q2 shall be liable to Consultant only for the applicable charges hereunder for work actually performed by Consultant up to the effective date of termination.

B. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS 4, 5 AND 8 HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE UNDER ANY THEORY, INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE DAMAGES, OR LOST PROFITS.

C. Q2 makes no guarantees, expressed or implied, regarding the total number of hours that Consultant may work for Q2 as a result of this Agreement.

10. **GENERAL**

A. Consultant is an independent contractor and shall be free to exercise discretion and independent judgment as the method and means of performance of the services contracted for by Q2. Consultant and Consultant personnel shall in no sense be considered employees of Q2 and will not, by virtue of this Agreement or otherwise, be entitled or eligible to participate in any benefits or privileges extended by Q2 to its employees.

B. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party; provided, however, that Q2 may without the prior consent of Consultant assign all of its rights under this Agreement to (i) an affiliate of Q2, (ii) a purchaser of all or substantially all of the stock or assets of Q2, or (iii) a third party participating in a merger or other corporate reorganization in which Q2 is a constituent corporation. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any purported attempt to assign or transfer this Agreement in violation of this provision will be deemed void.

C. Consultant will comply with all applicable Q2 rules and regulations as shall be applicable to a third party having access to and/or performing work at Q2's facilities.

D. Every right or remedy by this Agreement conferred upon or reserved to the parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed as an election. The failure of a party to insist upon the performance of any provision of this Agreement or a Statement of Work hereto or to exercise any right or privilege granted hereunder shall not be construed as waiving any such provision, and the same shall continue in force.

E. The provisions of sections 4, 5, 6B, 7C, 8, 9 and 10 shall survive expiration or termination of this Agreement.

F. This Agreement, inclusive of all Statements of Work attached hereto and made a part hereof, constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior understandings, communications, and agreements whether verbal or written. No amendment to or modification of this Agreement shall be valid or binding unless in writing and executed by an authorized representative of Q2 and Consultant. This Agreement and its Statements of Work shall be binding upon and inure solely to the benefit of each of the parties hereto and their respective successors, and no other persons or entities shall be beneficiaries hereunder or have any rights to enforce any part of this Agreement or any Statement of Work hereto.

G. If any provision of this Agreement or of any Statement of Work hereto is found to be void, the remainder of this Agreement shall survive and remain in full force and shall not hereby be terminated.


H. Any dispute in the meaning, effect, or validity of this Agreement will be resolved in accordance only with the laws of the State of Texas without regard to the conflict of laws provisions.

I. This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument, and all of which together will constitute one and the same Agreement.

F, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

Q2 SOFTWARE, INC.

DocuSigned by:

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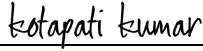
Kim Rutledge

2/25/2021

EVP, People

Date

CONSULTANT

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Kotapati Kumar

2/25/2021

Associate Implementation Engineer

Date

Statement of Work A

DESCRIPTION OF SERVICES

Independent Contractor Agreement between Company, Mfiflex Technologies Private Limited. (“**Company**”), and (“**Contractor**”) dated as of the execution date of this agreement.

Services to be provided by Contractor:

- Working closely with the leads of the teams on internal project specifications.
- Hands on in core java and specifically design patterns

Additional Services may be added by parties by mutual agreement in writing.

Contractor shall be compensated in the amount of Indian Rs. 30000/month.

Company Information may be utilized:

☐ Only at Company's business premises

☒ At Contractor's business premises, or Contractor's employees' premises, provided that appropriate confidentiality procedures and arrangements are observed.

☐ Other: Personal Laptop

Exhibit B

Confidentiality and Security Addendum

Definitions.

“Confidential Information” means any proprietary or confidential information (whether in oral, written, graphic, or electronic form and whether or not identified or marked as “Confidential” or any similar legend), including (a) Customer Information (as defined below); (b) patents and patent applications; (c) trade secrets, proprietary information, prices, techniques, designs, processes, procedures, drawings and concepts; (d) marketing, financing, forecast, servicing, financial, product, sales, pricing, supplier, client or investor information; (e) employee and personnel information; and (d) the foregoing types of information disclosed by Q2’s clients to Q2 or Consultant.

“Consumer Data Protection Laws” means those laws, regulations and industry standards pertaining to the protection of nonpublic personal information, including, the Gramm-Leach-Bliley Act (GLBA), Regulation P issued by the Consumer Financial Protection Bureau/Board of Governors of the Federal Reserve System, the Fair and Accurate Credit Transaction Act (FACTA or Fact Act), the Bank Secrecy Act, the Massachusetts “Regulation to Safeguard Personal Information of Commonwealth Residents” and the Payment Card Industry Data Security Standards.

“Customer Information” means any information relating to a consumer, government, business or other customer of a Q2 client that is transferred to or otherwise comes into the possession of the Consultant.

“End User” means a customer (including such customer’s agent, employee or beneficiary e.g., recipient of customer funds) or subcontractor of any Q2 client (permitted to access the Q2 platform or who receives the Services (as defined below) hereunder).

“Nonpublic Personal Information” means any Customer Information that is: (a) defined in 15 USC Section 6809(4); (b) subject to protection under the Consumer Data Protection Laws; and (c) is transferred to or otherwise comes in the possession of the Consultant.

“Recipient” means the party to whom Confidential Information is disclosed or who otherwise comes into possession of Confidential Information of the other party.

“Regulatory Requirements” means all laws, regulations, rules, and regulatory guidelines in any relevant jurisdiction, including federal, state, and local laws, regulations, rules, and regulatory guidelines, that are applicable to Consultant, Q2, Q2 clients, the Services, including Consultant’s provision and Q2’s or End User’s use of Services, and including the Consumer Data Protection Laws, the Bank Secrecy Act, as amended by the USA PATRIOT Act, and the economic sanctions regulations administered by the Office of Foreign Assets Control (OFAC).

“Security Breach” means (i) any unauthorized access, acquisition, alteration, destruction, disclosure, or use (in all cases whether intentional or not) of any Confidential Information within the Services in connection with the use of the Services, or (ii) any circumstances with respect to the Services that Consultant knows or should have known compromises any Confidential Information within Q2’s or its clients’ systems.

“Services” means the technology services and professional services provided by Consultant, including any deliverables or work product associated therewith, and Consultant’s software, systems and premises, including those of any Subcontractor used by Consultant in the performance under this Agreement.

Confidentiality.

1. Each Recipient agrees to:
 - a. Hold all Confidential Information in confidence and protect it with the same degree of care with which the Recipient protects its own Confidential Information, which shall be no less than reasonable care. With respect to Nonpublic Personal Information, the term "reasonable care" means a reasonable level of controls and processes that is compliant with the Consumer Data Protection Laws;
 - b. Not disclose any Confidential Information of the disclosing Party for any purpose except as allowed by this Agreement or as approved in writing by the disclosing party;
 - c. Use Confidential Information only for the purposes of fulfilling its obligations under the Agreement; and
 - d. Restrict access to the Confidential Information of the of the disclosing party only to those of the Recipient's members, partners, directors, officers, employees, agents, representatives, subcontractors, vendors, business partners, affiliates or other authorized representatives who have a need to know the Confidential Information; and are under confidentiality obligations at least as restrictive as those in this Agreement ("**Authorized Person**").
2. Information that is provided orally shall be deemed Confidential Information if it is clearly identified by the disclosing party as being confidential or proprietary at the time of disclosure. The failure of the disclosing party to designate any material as Confidential Information shall not relieve the Recipient of the obligation to maintain the confidentiality of any oral communication or unmarked material if the Recipient has reason to know that the communication or material contains Confidential Information. All Customer Information, regardless of how it is disclosed or in Recipient's possession, is Confidential Information.
3. Nonpublic Personal Information shall: (a) be stored in a physically and logically secure and controlled environment only accessible by Authorized Persons; (b) encrypted while in transit or when stored in any environment not directly controlled by the Consultant; and (c) not be copied onto any portable electronic device unless it is fully protected by encryption.
4. The parties agree the Confidential Information shall not be reproduced in any form except as required to accomplish the purpose(s) for which this Agreement was executed. Any reproduction of Confidential Information by the Recipient shall not alter its ownership and the reproduction must contain all confidential/proprietary notices that appear in the original, unless otherwise authorized in writing by the disclosing party. If Confidential Information that was disclosed orally or visually is reproduced in writing or electronically by the Recipient, it shall contain all appropriate confidential/proprietary notices identified by the disclosing party.
5. Notwithstanding the restrictions in this Agreement:
 - a. Recipient's disclosure of Confidential Information in response to a valid order by a court or governmental body is not a violation of this Agreement, provided that, if legally permitted, the Recipient provides the disclosing party with prior written notice of the disclosure to allow the disclosing party to seek protection or confidential treatment of the Confidential Information; and
 - b. Either party may refuse to disclose, or may defer disclosure for as long as the party determines necessary, of any information requested by the intended Recipient to the extent the party refusing or deferring disclosure determines that: (a) the information is not essential to the purpose for which this Agreements is executed; (b) disclosure of the information may present an actual or potential risk of violating applicable laws; (c) disclosure could be damaging to its competitive position; or (d) disclosure is prohibited under another contract or agreement.
6. The Recipient's obligations under this Agreement with respect to any portion of the other party's Confidential Information shall terminate only when the Recipient can demonstrate that the Confidential Information was: (a) in the public domain at the time it was communicated to the Recipient; (b) entered the public domain subsequent to the time it was communicated to the Recipient through no fault of the Recipient; (c) rightfully in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient free of any obligation of confidence; (d) developed by

Recipient or its agents independently of and with reference to any Confidential Information communicated to the Recipient by the other party; or (e) communicated by the other party to an unaffiliated third party free of any obligation of confidence. Notwithstanding the foregoing, the obligations to protect Nonpublic Personal Information cannot be terminated and shall remain subject to this Agreement.

7. The Recipient's obligations under this Agreement with respect to Confidential Information shall: (a) survive termination of this Agreement; and (b) be binding upon the Recipient's heirs, successors, and assigns.

Security.

1. **Generally.** Consultant will maintain and comply with a comprehensive written information security program which includes physical, technical, and administrative controls and safeguards designed to ensure the security and confidentiality of Customer Information and Confidential Information and to protect against any anticipated threats or hazards to the security of, or unauthorized access to, Customer Information and Confidential Information. Such information security program and the measures set forth in this Agreement will, at a minimum, be consistent with and meet the requirements of Regulation P issued by the Consumer Financial Protection Bureau/Board of Governors of the Federal Reserve System and Regulation S-P issued by the Securities and Exchange Commission and rules issued by the Federal Trade Commission on the protection of privacy of Confidential Information and safeguarding the identity of natural persons, including the Standards for Safeguarding Consumer Information contained in 16 CFR Part 314 (the "**Safeguards Rule**") issued by the Federal Trade Commission to implement Sections 501 and 505(b)(2) of the GLBA and the so-called "red flags" rule, and related rules on the disposal of data and media containing Confidential Information.

2. **Security Breach.** If Consultant has reason to suspect that: (i) Q2's Confidential Information has been accessed by or disclosed to, or an attempt to access Q2's Confidential Information has been made by an unauthorized person, or (ii) a Security Breach has occurred, Consultant will immediately notify Q2. Without limiting the foregoing, in no event will Consultant provide such notice later than twenty-four (24) hours after discovery or suspicion of such compromise. Consultant may delay notification to Q2 if expressly required to do so by a law enforcement agency with jurisdiction over the matter in order to assist in a related criminal investigation. In the event of such a delay, Consultant will notify Q2 as soon as permissible, and in any case as soon as such law enforcement agency confirms that notification will not compromise the investigation. Consultant will provide updates to Q2 of Consultant's efforts to correct or prevent such compromise, as frequently as necessary to keep Q2 fully apprised of the investigation and the status of any corrective or remedial steps taken by Consultant. In no event will Consultant, its personnel or Subcontractors communicate with or contact End Users without Q2's prior written consent.

3. **Viruses.** Consultant represents and warrants that the Services will be free of any harmful or hidden programs or data incorporated therein with malicious or mischievous intent including any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," "preventative routines," "disabling code," "cookie" or other computer software routines or programming devices designed to (i) permit unauthorized persons to access Q2's or Clients' systems, data or Confidential Information; (ii) disrupt or discontinue the use of Services without the consent of Q2; or (iii) disable, modify, destroy or damage data or make data inaccessible or delayed (collectively, "**Viruses**"). Upon detecting a Virus, all Consultant attempts to access Q2's or Clients' computing systems and/or networks will immediately cease and will not resume with respect to the affected service or systems until such Virus has been eliminated.

4. **Export of Client's Confidential Information.** Notwithstanding anything in this Agreement to the contrary, under no circumstances will Consultant export, send, or transfer any Q2 Confidential Information to, access or use, or allow access to or control over any Q2 Confidential Information, store or maintain any Q2 Confidential Information, directly or indirectly, on any network, system, or facility located outside the United States without Q2's prior written consent.

5. **Document Destruction.**

a. **Requirements.** Consultant will permanently destroy and cause its Subcontractors to permanently destroy, all Q2 Confidential Information that is no longer necessary for Consultant's performance under this Agreement or otherwise required to be maintained to satisfy Regulatory Requirements. Q2 will maintain and comply with procedures and schedules for the secure destruction of Q2 Confidential Information that meet the standards in this Agreement, or Q2's then-current standards as notified to Consultant, the Safeguards Rule and any related rules on the disposal of data and materials containing Confidential Information.

b. **Paper and Shreddable Media.** "Paper and shreddable media" means all media that can be shredded, including paper, microfiche, microfilm, and compact disks (CDs). Paper and shreddable media must be shredded using techniques or machines such that Confidential Information in this media is completely destroyed. In the event paper and shreddable media is transferred or temporarily stored, the media must be stored in a highly secured locked container. In all cases, Consultant is responsible for supervising the shredding. Confidential Information in this media must be completely destroyed by shredding such that the results are not readable or useable for any purpose.

c. **Electronic Media.** "Electronic media" means all media used for electronic recording and storage, including disk drives, diskettes, tapes, CD/DVD, and universal serial bus (USB). This media is to be destroyed to a national standard that ensures permanent erasure or destruction of media and/or contents. The resulting media must be free from any machine or computer content readable for any purpose.

d. **Certification.** Consultant will document details regarding the document destruction processes and schedule. Consultant will provide Q2 with a certificate of document destruction upon written request by Q2. In the certificate, Consultant will describe the techniques and methods used by Consultant to destroy the Confidential Information, and will describe when and where Confidential Information was destroyed.

6. **Subcontracting.** Consultant will be responsible and primarily liable for obligations, services and functions performed by its personnel, Subcontractors, including with respect to Consultant's full compliance with the terms of this Agreement, to the same extent as if Consultant's employees performed such obligations, services and functions. Such work will be deemed work performed by Consultant. Consultant will ensure that each Subcontractor has agreed to provide its services under written terms and conditions that apply all applicable obligations of Consultant hereunder to such Subcontractors. Any Subcontractor or personnel of Consultant that has access to Q2 Confidential Information is required to comply with the terms of this Agreement (including the confidentiality and background check obligations). Before engaging any Subcontractor and over the course of any such engagement, Consultant will exercise appropriate due diligence with respect to such Subcontractor's performance and wherewithal to perform, including with respect to security and business continuity.

7. **Background Checks.**

a. Consultant shall perform or cause to be performed background checks consistent with this Agreement on all potential Consultant personnel, Subcontractors and shall confirm to Q2 that such background checks have been completed prior to assigning any such individual to perform services for Q2. In the event that Consultant is not able to or legally prohibited from conducting background checks in compliance with this section, Consultant shall promptly notify Q2 and allow Q2 to perform an equivalent background check on Consultant personnel, Subcontractors consistent with this section. Consultant hereby consents to Q2 and Client conducting additional or redundant background checks on Consultant, its personnel and Subcontractors notwithstanding any background checks performed by Consultant. Each background check shall include, at a minimum, the below list of checks and/or verifications, for the below federal databases and state databases for all fifty (50) states (collectively, the "**Relevant Databases**"). For jurisdictions other than the United States, Consultant shall conduct a background check of the local and national equivalents of the below, as applicable, and to the extent allowed by applicable law: (x) a national criminal background screen database, which includes information regarding all federal arrests and convictions, multi-state and national sex offender databases, OFAC, and federal government watch lists; and, (y) a statewide database, which includes arrest and conviction records for all U.S. states and counties therein.

- i. criminal background check for felony and misdemeanor convictions, consisting of a search of the county records of each county of residence in which the individual has lived (counties of residence being established by information stated on the individual's job application and discovered through Social Security Number verification);
- ii. background check of OFAC's Specially Designated Nationals and Blocked Persons list;
- iii. name-based background checks;
- iv. address-based background checks;
- v. Social Security Number trace to verify the individual's identity, provide a history of the individual's addresses, and provide any aliases associated with that individual;
- vi. credit checks;
- vii. tax lien searches;
- viii. bankruptcy searches;
- ix. with respect to employees who operate a Consultant-owned motor vehicle, driving record/motor vehicle report searches from each state's Department of Motor Vehicles (or similar state department); and
- x. fingerprinting and check of fingerprints through Federal and state Department of Justice databases.

b. **Adverse Results Generally.** If the results from the criminal background check reveal felony or misdemeanor convictions, Consultant will conduct an individual assessment to determine whether the conviction demonstrates behavior that could adversely affect safety in the workplace, security of the premises, records or data of Q2, or disruption of the work environment. The analysis will include the nature and gravity of the offense and conduct, the time that has passed since the offense or conduct and completion of the sentence, and the nature of the position. If the conviction demonstrates behavior that, (i) if committed again by such person in any way associated with their performance of services for Consultant could adversely affect security of the premises, records or data of Consultant, or (ii) Consultant should reasonably conclude indicates a reasonable likelihood that the convicted person will adversely affect safety in the workplace or cause a disruption of the work environment, Consultant shall not knowingly permit the individual to participate in the performance of the Services or have access to the premises, records or data of Q2 without first notifying Q2 and obtaining Q2's prior consent.

c. **Specific Adverse Findings.** Consultant shall not knowingly permit any person to participate in the performance of the Services or have access to the premises, records or data of Q2 or a Client without first notifying Q2 and seeking Q2's prior consent, if such person:

- i. is or at any time has been the subject of an administrative or judicial order under the Federal Deposit Insurance Act, 12 U.S.C. 1818(e) or (g), or California Financial Code 585 et seq.;
- ii. is or at any time has been convicted for any felony or criminal offense involving dishonesty, a breach of trust or money laundering, or has entered or agreed to enter into a pretrial diversion or similar program in connection with a prosecution for any of these offenses, as set forth in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. 1829 as of the effective date of this Agreement, and as it may be amended from time to time;
- iii. is or at any time has been subject of an administrative or judicial order under any other applicable federal or state laws restricting his or her participation in the affairs of a depository institution or service as an institution-affiliated person of a depository institution; or
- iv. Listing on OFAC's Specially Designated Nationals and Blocked Persons list.

Regulatory Compliance.

1. **Regulatory Compliance.** Consultant will be responsible for compliance with all Regulatory Requirements, including the Consumer Data Protection Laws, to the extent applicable to Consultant, or relate to its provision or performance of the Services or Q2's or Clients' access, use or receipt of the Services. Consultant will be responsible for identifying and becoming familiar with any changes in Regulatory Requirements that are related to Consultant's provision or performance of the Services, or Q2's or Clients' access to, use or receipt of the Services.

Consultant will notify Q2 of any such changes in Regulatory Requirements as they relate to Consultant, cause the Services to remain compliant with Regulatory Requirements at Consultant's expense, and advise Q2 of what actions, if any, must be taken and when those actions must be taken related to the Services to remain compliant with Regulatory Requirements. Consultant will promptly and with diligence act on information provided to Consultant by Q2 with respect to changes in Regulatory Requirements and regulatory guidance.

2. **Notice of Regulatory Action.** If Consultant becomes aware of the pendency of any action by a state or federal bank regulator finding that Consultant engaged in an unsafe or unsound banking practice or violated any applicable banking or consumer protection laws, Consultant will immediately notify Q2 in writing. Consultant may delay notification to Q2 if expressly required to do so by the state or federal bank regulator. In the event of such delay, Consultant will notify Q2 as soon as permissible, and in any case as soon as such state or federal regulatory agency confirms that notification will not compromise its investigation. Consultant will provide updates to Q2 of its efforts to correct or prevent such unsafe or unsound banking practices or violations of banking or consumer protection laws, as frequently as necessary to keep Q2 fully apprised of the action and the status of any corrective or remedial steps taken by Consultant. In no event will Consultant, its Subcontractors communicate with or contact End Users without Q2's prior written consent.

3. **Information & Data Availability.** Consultant will make commercially reasonable best efforts to provide Q2 with complete and prompt access to information of significance to its operations that is maintained or processed by Consultant. Consultant will ensure that records processed and maintained by Consultant contain reasonably sufficient information so as to enable Q2 and Clients to promptly and adequately respond to regulators, law enforcement inquiries, examiners and/or other requests for information, such as a valid subpoena.

4. **Customer Information.** All Customer Information, including all unstructured data and metadata, is and will remain the property of Q2 or Client, as determined between them, and Consultant's right to use Customer Information is limited to the use reasonably necessary for Consultant to perform its obligations hereunder, including compliance with Regulatory Requirements. Except as otherwise agreed to by the parties in writing, in no event will Consultant use End User data, in any form, to conduct analytical research related activities other than and as requested by and for the sole benefit of Q2 or Client.