

EMBEDDED BANKING PRODUCT INFORMATION, ACCOUNT AGREEMENT AND DIGITAL PLATFORM AGREEMENT

WELCOME TO EMBEDDED BANKING BY J.P. MORGAN

Thank you for opening your Embedded Banking deposit account in connection with the Platform identified below (your “Embedded Banking Account”) that will be maintained by J.P. Morgan Chase Bank, N.A.; we look forward to serving you. This Embedded Banking Product Information and the Account Agreement (this “Agreement”), along with the Digital Platform Agreement, govern your Embedded Banking Account with us.

YOUR EMBEDDED BANKING ACCOUNT IS FOR BUSINESS PURPOSES ONLY, AND IS NOT FOR PERSONAL, FAMILY, HOUSEHOLD, OR ANY OTHER CONSUMER PURPOSES.

You must be at least 18 years of age with a U.S. business address to open an Embedded Banking Account.

Embedded Banking Product Information	
Platform and Platform Provider	Your Embedded Banking Account is opened in connection with your use of the platform (the “Platform”) operated by Platform Provider with whom you have a current commercial relationship (the “Platform Provider”).
Nature of the Account	<p>Embedded Banking Accounts are business demand deposit accounts which are requested and accessed through the Platform or at a unique JPMC Embedded Banking link provided to you directly (the “Hosted Solution”) and into which the Platform Provider may make deposits of funds due to you under the terms of your commercial relationship with it, or to which third parties may transfer funds in connection with other commercial relationships with you. Your Embedded Banking Account may not be accessed or serviced at a Chase branch. Your Embedded Banking Account is for business purposes only, and is not for personal, family, household, or any other consumer purposes.</p> <p>In the event of any conflict between this Agreement and the terms of any other business demand deposit account agreement you may have with J.P. Morgan, the terms of this Agreement will control solely as they relate to your Embedded Banking Account.</p>
Embedded Banking Account Customer	Referred to in this Agreement as “you” or “yours” and means the business entity that has a commercial relationship with the Platform Provider.
FDIC Insurance	Embedded Banking Accounts are insured by the Federal Deposit Insurance Corporation.
Bank providing Embedded Banking Accounts	This Embedded Banking Account is maintained with JPMorgan Chase Bank, N.A. (“Chase” or “J.P. Morgan”) and is referred to in this Agreement as “we” or “us”.
Fees	See the attached Fee Schedule.
Interest	Your Embedded Banking Account does not currently earn interest, subject to our discretion.
Embedded Banking Account Statement	You will only receive electronic statements for your Embedded Banking Account, assessable via the Platform or the Hosted Solution.
Services Available	<p>Pay in: Wire transfers, ACH transactions, and Real Time Payments (RTP).</p> <p>Pay out: Wire transfers, ACH transactions, RTP, and debit cards.</p>

Please visit the Platform or Hosted Solution if you have any questions or need additional information.

EMBEDDED BANKING ACCOUNT AGREEMENT

Additional Information:

- We retain the right to decline to provide you with an Embedded Banking Account or related services. While you may request an Embedded Banking Account on the Platform, the decision of whether to open it and allow you to use it will be subject to this Agreement and our due diligence and know your customer (KYC) / anti money laundering (AML) procedures before the Embedded Banking Account may be used to conduct account transactions. The Platform Provider is not providing the Embedded Banking Account or any banking services, and is not a party to this Agreement.
- We may share information about you with the Platform Provider in connection with your Embedded Banking Account.

Using your Embedded Banking Account:

You may only access your Embedded Banking Account through the Platform or Hosted Solution. You may not access it through chase.com or the Chase Mobile[®] app or through an ATM.

Your Embedded Banking Account may not be accessed or serviced at a Chase branch.

Please visit the Platform or Hosted Solution if you have any questions or need additional information.

EMBEDDED BANKING ACCOUNT AGREEMENT

JPMorgan Chase Bank, N.A. Member FDIC

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Effective 11/18/22

EMBEDDED BANKING ACCOUNT AGREEMENT

This is your Embedded Banking Account Agreement, which incorporates our Online and Mobile E-Sign Disclosure and Consent Agreement. This document is the agreement between you and us regarding your Embedded Banking Account and related services. There are no third party beneficiaries of this Agreement. By submitting an Embedded Banking Account application, or by using any of our Embedded Banking Account services, you and anyone else identified as an owner of the Embedded Banking Account agree to the terms in this Agreement. This Agreement does not apply to any other Chase products or services you might use, such as a prepaid card, credit card, or Chase business banking account. Furthermore, this Agreement does not apply to any Chase products that any of your owners or authorized signers might use in their individual capacity such as personal deposit, credit card, retirement, or investment accounts.

The Agreement incorporates other Embedded Banking Account disclosures we may provide to you, including those addressing (1) product information, (2) banking services, interest charges or compensation and fees, and (3) other disclosures, agreements, and amendments. All may contain information on fees that apply to your Embedded Banking Accounts. Products and services as well as associated fees, charges, and balance requirements may differ among different states. Not all products and services are offered at all locations.

We recommend keeping this Agreement on file with your other important documents related to your business. We may change the terms of this Agreement, including fees and features of your Embedded Banking Account, at any time. The content of any changes or the revised Agreement will be available to you on the Platform or Hosted Solution, unless the law requires a different method. By maintaining your Embedded Banking Account after the effective date of any change, you agree to the change.

For the avoidance of doubt, we retain the right to onboard you or refuse to onboard you in our sole discretion. While your Embedded Banking Account may be opened immediately, it will be subject to our applicable policies and procedures.

How to Contact Us:

Please contact us via our Embedded Banking Service Team telephone number, which can be found on the Platform or the Hosted Solution, and on the reverse side of your debit card (should you have one). Alternatively, you may raise an inquiry to us through the Platform's digital self-service tool.

Please visit the Platform or Hosted Solution if you have any questions or need additional information.

EMBEDDED BANKING ACCOUNT AGREEMENT

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Attachment A: Embedded Banking Fee Schedule

Attachment B: Digital Services Agreement – Rider to the Embedded Banking Account Agreement

Attachment C: Pilot Terms and Conditions – Addendum to the Embedded Banking Account Agreement

I. Definitions

Here are some important terms that we use throughout this agreement:

Embedded Banking Account: A JPMC maintained business demand deposit account that is requested and accessed through the Platform or the Hosted Solution.

ACH (Automated Clearing House): automated clearing house, which may also be referred to as automatic payments, are funds transferred to or from your Embedded Banking Account through the automated clearing house network. An example is a direct deposit of funds due to you from the Platform Operator or an automatic debit from your Embedded Banking Account for an authorized payment by you to a commercial counterparty or utility.

ATM (Automated Teller Machine): An electronic device that performs many banking services.

Available balance: The amount of money in your Embedded Banking Account that you can use right now to fund payments out of the Embedded Banking Account. You can find this balance by accessing your Embedded Banking Account through the Platform or the Hosted Solution.

Business day: Every day except Saturdays, Sundays and federal holidays. Business hours are 8am to 5pm EST.

Debit card transaction: Any purchase or payment using a debit card associated with your Embedded Banking Account. A debit card transaction may be either a single (not recurring) transaction or a recurring payment, such as an automatic payment of a monthly bill.

Item: Any ACH, funds transfer, online banking transaction, wire transfer, debit card purchase, fee, charge or other amount that is added to or subtracted from your balance.

Overdraft: The amount by which any Item(s) presented on your Embedded Banking Account on a Business day exceeds the Available balance.

Overdrawn: When your Embedded Banking Account has a negative balance.

PIN: A four-digit personal identification number that you either select or request from us for your debit card. Some merchants require a PIN when you use a debit card.

Present balance: The total amount of money recorded in your Embedded Banking Account, including funds not yet available for you to use. This includes pending transactions, authorization holds that have not yet posted or deposits that have not yet been made available. You can learn this balance by accessing your Embedded Banking Account through the Platform or Hosted Solution.

RTP: the real time payments network from The Clearing House.

II. Opening Your Embedded Banking Account

A. Embedded Banking Account Opening Diligence

When you apply for an Embedded Banking Account, we will request certain information about you, your owners and your controllers, as applicable, to comply with our “Know Your Customer” and Anti-Money laundering obligations. We may rely on the accuracy and completeness of all information, representations, or attestations you make to us in connection with the Embedded Banking Account application or subsequent diligence that we may perform on the Embedded Banking Account or you. Additionally, you represent to us that you are not an ERISA plan and that any funds held within the Embedded Banking Account are not being held on behalf of any other person or entity.

When our records list a Business Organization as the owner of an Embedded Banking Account, the Embedded Banking Account is payable to that Business Organization and not to any individual director, shareholder, member or partner. “Business Organization” means a corporation, unincorporated association (but not a sole proprietorship), limited liability company, partnership, or any other business.

If the Embedded Banking Account owner is a sole proprietorship, that means that one person conducts the business as an unincorporated enterprise and reports the net income or loss on the business on their personal tax return. In some states, we may allow a married couple to open an Embedded Banking Account as a sole proprietorship. Any Embedded Banking Account opened by a sole proprietorship is a business account exclusively used for business purposes, and is not

for personal, family, household, or any other consumer purposes.

B. Account Opening Representations and Authorized Signers

We may rely on the accuracy and completeness of all representations or attestations you make to us in connection with your Embedded Banking Account. If your representations and/or attestations state that a person is authorized to initiate transactions on your Embedded Banking Account, that person is called a signer. A sole proprietor may also designate signers by means of documents acceptable to us in our sole discretion.

If you change your form of ownership or an authorized signer, you must notify us in writing when the change occurs. Please contact us via the self-service tool via the Platform.

A signer is authorized to instruct us to close your Embedded Banking Accounts or do anything else involving any Embedded Banking Account, and to sign any agreements or documents we require in our sole discretion relating to Embedded Banking Accounts.

C. Appointment of Agent

You acknowledge that the Embedded Banking Account and its transaction records, statements, and other documents are available to you through on Platform or Hosted Solution. In order to obtain and use the Embedded Banking Account, you hereby appoint the Platform Provider as your agent with the authority to:

- Facilitate the opening of the Embedded Banking Account.
- Transmit Embedded Banking Account instructions to us and/or receive Embedded Banking Account instructions or information from us.
- Maintain records relating to the Embedded Banking Account.
- Receive from us and provide to us information about you and your Platform activity.
- Perform identification verification on any of your representatives that contact the Platform Provider prior to handling or addressing any service issues.
- Perform all acts incidental to the specific authorities granted to the Agent.

III. Using Your Embedded Banking Account

A. Adding Money to Your Embedded Banking Account

Wire transfers, ACH transactions, and RTP are the sole payment methods used to pay in to your Embedded Banking Account. Wire transfers, ACH transactions, RTP, and debit cards are the sole methods to pay out of your Embedded Banking Account. JPMorgan may, from time to time and in its sole discretion, make additional capabilities available to you for use in connection with your Embedded Banking Account.

1. Notice of electronic transactions and deposits

When we receive an ACH or RTP deposit in to your Embedded Banking Account, you will be able to see the deposit on the Platform or Hosted Solution as a transaction posted to your Embedded Banking Account. If the bank that sent an electronic deposit to your Embedded Banking Account tells us it was a mistake, or was intended for another customer or account, we may deduct the amount from your balance without investigating or giving you prior notice, even if it causes your Embedded Banking Account to go into or increase an Overdraft.

2. Our right to refuse transactions

We may refuse a transaction, or part of a transaction, at any time. We also may refuse a transaction after initially accepting it. We will not be liable to you for refusing a transaction, even if it causes us to decline any other transactions you have already initiated or causes your Embedded Banking Account to go into or increase an Overdraft.

3. Transaction records, receipts, and adjustments

We may rely on the account number on any payment instruction or similar record we receive, even if that account

number is associated with a name that's different from the name you've provided. It's not our responsibility to detect any inconsistency between the account number you provide and the name, or to detect any other similar inconsistencies.

We are permitted to adjust (debit or credit) your Embedded Banking Account, and we may notify you, if we:

- Determine a discrepancy or error exists in the Present balance or Available balance, or
- Misdirected a transaction to or from your Embedded Banking Account or made a transaction that we reasonably believe to be in error.

4. **No depositing checks and cash**

At this time, your Embedded Banking Account does not permit check or cash deposits in any manner, including by branch or ATM.

B. Posting Order and Processing

1. **Posting order**

Posting order is the order in which we apply deposits and withdrawals to your Embedded Banking Account. Below, we provide you with visibility into how transactions are posted and in what order to help you better manage your Embedded Banking Account.

Transactions are posted to your Embedded Banking account throughout the day as-and-when processed, including deposits, transfers and payments, debit card transactions, wire transfers, real-time payments, and certain associated fees. We may assess certain other fees on a monthly basis. Postings will occur in chronological order by the date and time of when each transaction was fully processed.

If you review your Embedded Banking Account during the day, you will see that we show some transactions as "pending." For details, refer to the section below, Pending Transactions. These transactions impact your Available Balance, but have not yet posted to your Embedded Banking Account and there is no guarantee that we will pay these transactions from your Embedded Banking Account if you have an Overdraft or Overdrawn Embedded Banking Account at that time. We may still return a transaction unpaid if your Embedded Banking Account has insufficient funds even if it had been displayed as a "pending" transaction on a positive balance during the day. If a transaction that you made or authorized does not display as "pending," you are still responsible for it and it may still be posted against your Embedded Banking Account during subsequent processing.

2. **"Pending" transactions**

Throughout the day we post debits and credits to your Embedded Banking Account that may appear as "pending" when we become aware of the transaction. The following are the most common types of debit transactions that may appear as "pending" and reduce your Available balance by the amount of the transaction:

- **Transfers and Payments**
 - For payments, we will apply the transactions and update your Available balance as soon as the transaction is complete.
 - For ACH transactions, we will generally apply transactions against your Available balance as pending when we complete processing of your initial request for the transaction. These transactions will be applied in the order we receive them.
- **Debit Card Transactions**
 - For more information on debit card transactions refer to the section *Important Information and Agreements About Your Card*.
- **Wire Transfers**
 - Once we've begun processing the wire transfer and completed all of our internal reviews, we will apply the transaction to your Embedded Banking Account and update your Available balance on the transfer's effective date.

While we make every effort to place transactions in a pending status on your Embedded Banking Account during the day, transactions may be unable to be displayed as pending before they are posted to your Embedded Banking Account. How

these Items are posted when they are completed and no longer displayed as pending is based on the posting order. Fees are applied against the Embedded Banking Account based on how Items are posted. For details, refer to the section *Posting Order*.

C. Overdrafts

We may pay or decline to pay any Item when it is presented if your Available balance is less than the amount of that Item plus all other Items received but not yet paid. We look at your Available balance only once when the Item is presented to us to decide if you have enough funds to pay the Item.

You agree not to use your Embedded Banking Account to make purchases that exceed your Available balance and you understand that such purchases will ordinarily be declined. It's your responsibility to avoid overdrawing your Embedded Banking Account. In the event of an Overdraft, you must immediately pay the amount of such Overdraft. You agree to pay all costs and expenses we incur in collecting any Overdraft. We may still pursue collection of the amount you owe (including suing you) after it is charged off. We also may report you to credit reporting agencies, close your Embedded Banking Account, or both. This could affect your ability to open accounts with us or other banks in the future. You authorize us to use the money from any subsequent deposits to your Embedded Banking Account to pay any Overdraft.

D. Electronic Funds Transfer Service Terms; Payments, Deposits and Transfers You Make or Receive by Electronic Methods

We provide a variety of electronic funds transfer (EFT) services for your Embedded Banking Account. These include payments, deposits and transfers that you make or receive by electronic methods including on the Platform.

1. Types of EFT services

a. Debit cards

After opening your Embedded Banking Account, you may request an EB debit card. After requesting the card, you will receive a virtual card until your actual physical card arrives. At this time, you cannot use your EB debit card outside of the United States, nor can you use the debit card for ATM transactions at this time.

You can use your debit card at participating merchants to:

- Purchase goods and services. Purchases are subtracted from your Embedded Banking Account Available balance. If you have arranged with your merchant to make recurring payments, you must notify the merchant if your card number or expiration date has changed or your debit card is closed. We may also provide the merchant or the participating network your new EB debit card number and expiration date.
- Send or receive payments from another person, or receive payments from a business by providing your EB debit card number to third-party payment services.

b. Electronic transfers using your Embedded Banking Account number

You may authorize a third party to transfer funds to or from your Embedded Banking Account by providing your Embedded Banking Account number and your routing number. These transfers may use various payment networks and may take various forms, such as one-time or recurring charges to your Embedded Banking Account to pay bills.

c. Online banking via the Platform or Hosted Solution

You may use the Platform or Hosted Solution to view your Embedded Banking Account information, transfer funds to other accounts, or make payments from your Embedded Banking Account to third parties. Should you need additional assistance with your Embedded Banking Account, you should utilize the self-service, help, and inquiry sections on the Platform or Hosted Solution, or leverage contact information where provided.

d. Telephone banking

You may use our interactive voice response (IVR) phone system to reach us for help with your Embedded Banking Account. Depending on the nature of your inquiry, you should be prepared to follow identification and authentication

controls, which may include providing your Taxpayer Identification Number. The telephone number may be found on the Platform or on the back of your debit card (if you have one).

2. Important information and agreements about your debit card

a. Authorizations and holds

Most merchants ask us to authorize your purchases. When we give authorization to a merchant, we will reserve or place a hold on your Available balance, generally for three Business days, for the amount of the authorization. There may be delays of several Business days between the authorization and the date the transaction is presented for payment, and your transaction may post to your Embedded Banking Account after the authorization hold has lifted.

We may authorize or refuse to authorize a transaction based on a different amount than the authorization request, because some merchants request authorization for an amount that is unrelated to the actual amount of the purchase (such as self-service fuel).

For some types of purchases, we may place a hold for a longer period. There are times—for example, at restaurants, hotels or car rental agencies—that merchants won't know the exact amount of your purchase when they request the authorization. If the authorization is more or less than your actual purchase amount, the hold may remain for a day or two even after your purchase amount has been subtracted from your Available balance. We will pay the purchase amount from your Available balance whenever the merchant sends it to us, even if the hold has expired, or creates an Overdraft.

Please see *Overdrafts* for more information on overdraft responsibilities.

b. Overdrafts with your debit card

We generally won't authorize a debit card transaction if your Available balance isn't enough to pay that transaction, and we will not charge an insufficient funds fee.

When we give authorization to a merchant for your purchase, your Available balance will decrease. But the authorization will not prevent certain items, such as ACH transactions, from posting to your Embedded Banking Account, which can leave your Embedded Banking Account without enough funds. Be sure to keep enough funds in your Embedded Banking Account to avoid overdrawing, including enough funds for previously authorized debit card transactions not yet posted to your Embedded Banking Account.

Please see *Overdrafts* for more information on overdraft responsibilities.

c. Cancelling your debit card

We may cancel your debit card at any time without notice. You may cancel your debit card at any time by contacting us; our Embedded Banking Service Team phone number may be found on the Platform, Hosted Solution, or on the reserve side of your debit card. If you do cancel your debit card, please destroy it.

d. Our right to refuse transactions

We can refuse to authorize any debit card transaction for any reason such as, but not limited to, when your debit card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious or illegal activity on your Embedded Banking Account. If you lock your debit card, we will stop authorizing everyday debit card transactions but may still authorize recurring debit card transactions. Any debit card we issue to you will be unlocked upon arrival.

e. Debit or credit prompts at terminals

If a merchant asks "Debit or Credit?" when you make a purchase, you can choose either one and your purchase will be subtracted from your Embedded Banking Account Available balance. If you select Debit, you must also enter your PIN. If you select Credit, you may have to provide a signature except for some smaller amounts and when paying for self-service fuel.

Keep your PIN confidential. To change your PIN (or if you forget your PIN), request a new PIN by logging into the Platform. Never give your PIN to anyone, and don't write it down. In addition, to keep your debit card information safe:

- Use a PIN that others can't easily figure out.
- Protect your debit card as you would a credit card or cash.
- Notify us immediately if your debit card is lost or stolen, or if you discover any other error or concern. The sooner you report a problem, the sooner we can take precautions to protect your debit card from being misused.

3. **No daily dollar limits on debit card purchases**

There are no daily dollar limits on your debit card purchases, and you may use the debit card up to the amount of your Embedded Banking Account Available balance. However, we may temporarily reduce your limits without notice, for security purposes. Additionally, we may restrict your debit card if we consider your Embedded Banking Account to be inactive, dormant, or associated with fraudulent activity.

4. **Receipts and statements**

You may receive or have the option to receive a receipt at merchant locations each time you make a transaction. However, for certain small dollar transactions at merchant locations, you may not receive a receipt. To confirm that your transaction has been processed, review your balance and recent transactions through the Platform or Hosted Solution, or contact us. See the section *Statements and notices* for information about periodic statements.

5. **In case of errors or questions about your electronic funds transfers**

If you think your statement is wrong, or if you need more information about a transaction listed on it, see the *How to Contact Us* section of this Agreement. In order to potentially limit your liability for any unauthorized transactions, you must notify us within thirty (30) calendar days after receipt of the statement which contained the transaction in question. If you do not notify us in the timeframe above, you may be liable for such transactions or errors.

When you contact us, please provide the following:

- Your name, Embedded Banking Account number, and/or card number;
- A description of the error or the transaction you are unsure about, and why you think it is an error or want more information; and
- The amount of the suspected error.

Our practice is to follow the procedures described below. However, we are not legally required to do so.

- We will take steps to determine whether an error occurred as soon as we hear from you and will correct any error promptly.
- We may take up to 45 calendar days to investigate your complaint or question (for ACH or RTP transactions), or 90 calendar days (for debit card transactions).
 - If we do this, we may provisionally credit your Embedded Banking Account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.
 - For the avoidance of doubt, we are not required to give provisional credit.
- If you call us, we may require that you send us your complaint or question in writing within 10 Business days. If we require you to do so and we do not receive it within 10 Business days, we may not credit your Embedded Banking Account, but we will still investigate your claim.
- Upon completion of our investigation, we will notify you by email the outcome.

6. **Our liability for failure to complete transactions**

We are not liable for failure to complete a transaction on your Embedded Banking Account. You may determine whether the transaction was or was not completed by reviewing your balance and recent transactions through the Platform, Hosted Solution, or referring to your Embedded Banking Account statements.

7. **Preauthorized (recurring) transfers and stop payments**

You may use your debit card to make preauthorized recurring payments through your third-party providers or relationships. If these recurring payments vary in amount, the payee is responsible for telling you the amount and date of the next payment at least 10 days before the payment due date. You may choose to get this notice from your payee only

when the payment would differ by more than a certain amount from the previous payment as determined by you and your payee, or when the amount would fall outside certain limits that you set.

You can stop some payments before the scheduled payment date as follows:

- If you provided your debit card number for the recurring transfer, you must contact us and give us the exact debit card number. We will cancel the debit card and, if you request, replace it with a new debit card and debit card number.

8. Notice of your rights and liabilities

You agree:

- To assist us in the investigation of claims for unauthorized transactions and related prosecution by completing the appropriate statements and reports reasonably requested by us;
- To notify us promptly in writing if any user of a debit card is no longer employed by you or authorized to conduct business on your behalf;
- That by allowing anyone to use your debit card, or by failing to exercise ordinary care (such as storing your PIN with your card or selecting your birthday as your PIN), you will be responsible for all authorized and unauthorized transactions;
- That all of the provisions of the Embedded Banking Account Agreement, including liability limitations and the requirement that you give us notice of unauthorized Items within 30 days, apply to your EFT services.

E. Other Ways to Use Your Money

1. Withdrawals and transfers from your Embedded Banking Account

We may subtract from your Available balance the amount of any Item that we receive throughout the day that you or any person you authorize created or approved. We may require you or any person you authorize to provide us with identification, documentation or information that's acceptable to us before allowing the transaction.

2. Account numbers on funds transfers

If you instruct us to send a funds transfer, such as a wire or ACH transfer, we and every other bank involved in the transfer may rely on any bank number or account number you provide. If the funds transfer instruction gives both a bank number or account number and a name, and the name identifies a different person from the bank or account owner identified by number, we and other banks that handle the funds transfer may still rely exclusively on the number. We have no duty to detect any inconsistency between the bank number or account number and the name.

IV. Funds Availability Policy

Wire transfers and ACH credits to your Embedded Banking Account will be available and you can withdraw them on the day we receive finally collected funds as set forth in Regulation CC (12 CFR 229.10(b)(2)); and have the information on the account and amount to be credited.

V. Safeguarding Your Information

A. Access Requirements

Whether you access your Embedded Banking Account through the Platform or Hosted Solution, we will establish certain requirements regarding access to your Embedded Banking Account, including passwords, to help ensure the safety of your Embedded Banking Account. We also may rely on your Platform Provider's security procedures and password requirements, among others.

B. Privacy and Authorization to Share Your Information

1. General privacy practices

We process your personal information in accordance with our privacy policy, available at <https://www.jpmorgan.com/privacy>, consistent with your privacy choices where applicable, and as set forth below. Please familiarize yourself with our privacy policy and the rights available to you.

2. Authorization to share your information

By opening your Embedded Banking Account, you indicate that you understand and agree that we will share information about your Embedded Banking Account, profile, and transactions with the Platform Provider as set forth below.

a. Types of third parties with whom your information may be shared. We may disclose information about your Embedded Banking Account, profile, or transactions to the following third parties: (i) any subcontractor, consultant, agent, or any other unaffiliated third party or service provider, including to other banks and clearing houses and through channels and networks operated by third parties that we reasonably believes is required in connection with the services and provided that such parties are subject to equivalent confidentiality obligations; (ii) to our professional advisors, auditors or public accountants; (iii) our subsidiaries, affiliates and branches and their relevant parties; (iv) to a proposed assignee of our rights; and (v) your Platform Provider for purposes as set out in the paragraph below, as well as for purposes of maintaining and advancing their relationship with you and us. We may also share information about your Embedded Banking Account or the transactions you make with the Platform Provider in aggregated or anonymized form for the purposes of understanding your use of the Embedded Banking Account, and making any improvements to the services we provide. We have the right to advise consumer reporting agencies and other third party reporting agencies of accounts closed for misuse, such as overdrafts.

b. Purposes for which we may share your information. We may disclose and use information about your Embedded Banking Account, profile, or transactions to third parties for certain purposes, including: (i) to provide services to you (including completing transactions) and administer our relationship with you; (ii) in connection with the investigation of any claim you initiate; (iii) for any operational, credit or risk management purposes; (iv) for due diligence, verification or sanctions or transaction screening purposes; (v) for the prevention or investigation of crime, fraud or any malpractice, including the prevention of terrorism, money laundering and corruption; (vi) to improve and develop products or services, including, but not limited to using data analytics; (vii) for compliance with any legal, regulatory or tax requirements or tax reporting or any industry standard, code of practice, or internal policies, (viii) as required by applicable law or courts of competent jurisdiction (including in response to subpoenas), arbitrators, governmental or regulatory or supervisory authorities, or law enforcement agencies with jurisdiction over our or your businesses; (iv) to establish, exercise or defend claims, enforce legal rights, or satisfy our legal obligations; (x) with your written permission.

3. Use of previously collected information

We may utilize any information or data that we previously collected from you in connection with other relationships we have with you (such as bank accounts and services or loans) for purposes of KYC, onboarding, risk management, operational, and analytical purposes arising out of the Embedded Banking Account and/or those other relationships. Through the Embedded Banking Account and product offering, we may access your profile, transitional, transactional, and metadata arising from the relationship, subject to applicable laws and regulatory guidelines.

4. Your Platform Provider sharing information with us

You acknowledge and understand that Platform Provider may share certain aspects of your profile data with us in order to aid with registration, due diligence, and onboarding in connection with opening and updating your Embedded Banking Account.

VI. Managing and Maintaining Your Embedded Banking Account

A. Interest

Your Embedded Banking Account will not accrue nor pay interest. We reserve the right to change this feature at any time and in our sole discretion, and will provide you with notice of the same.

B. Fees for Your Embedded Banking Account

Your Fee Schedule is attached, and we will notify you of any changes. You agree to pay all fees applicable to your Embedded Banking Account and authorize us to deduct these fees from your Embedded Banking Account. We may subtract these fees from your balance, even if the fee makes your balance negative or causes or increases an Overdraft. Refer to the *Fee Schedule* for specific fee information. For the avoidance of doubt, the Fee Schedule reflects fees charged by us for the Embedded Banking Account; your Platform Provider may charge their own fees for your usage of the Platform unrelated to the Embedded Banking Account.

C. Linking Accounts

Your Embedded Banking Account cannot be linked to any other Chase accounts to help you avoid fees, obtain relationship rates, for statement purposes, or for any other purpose (not including our right to setoff as described in *Setoff and Security Interest*).

D. Statements and Notices

We will make an electronic account statement available to you through the Platform or Hosted Solution. The statement period may or may not be a calendar month, but in most cases it won't be more than 32 days or less than 28. The specific dates covered by your account statement will be on your statement.

The statement is considered delivered to you on the day we make it available to you on the Platform.

In the case of any errors or questions regarding your statement, please see the *Electronic Funds Transfer Service Terms*.

E. Telephone and Electronic Communication

We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must. We may use your voice to verify your identity.

When you give us your mobile number, we have your permission to contact you at that number about all of your JPMorgan accounts. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your accounts. Message and data rates may apply. You may contact us anytime to change these preferences. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your accounts to that address.

We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise.

F. Setoff and Security Interest

If you owe a debt to us or any of our affiliates (either now or in the future) that is due or overdue, you grant us a right of setoff to, and a security interest in, all of your accounts to secure the debt and, as a consequence, we may use funds in any of your accounts to pay all or part of that debt. If your account is a joint account, we may use the funds in the joint account to pay the debt of any account owner. Our security interest will be governed by Uniform Commercial Code Article 9, whether Article 9 applies by its terms or not. We do not have to give you any prior notice to apply the funds except as required by law. You expressly agree that our rights extend to any federal or state benefit payments (including Social Security benefits) that had been deposited to your account, if applicable. The right of setoff does not apply if the debt is created under a personal credit card plan. Any term that may exist in another agreement that governs your debt that may also provide for such rights provided here will be governed by that agreement.

If any federal benefits or other payments are deposited to your account after you become ineligible to receive them, and we are obligated to return those funds to the payor, we may reduce your account balance by that amount. For the avoidance of doubt, we will not exercise our setoff rights against a sole proprietor's consumer accounts

VII. Closing Your Embedded Banking Account

Either you or we may close your Embedded Banking Account at any time for any reason or no reason without prior notice.

We are not required to close your Embedded Banking Account at your request if you have pending transactions, the Embedded Banking Account is Overdrawn, or your Embedded Banking Account is subject to legal process (such as a garnishment, attachment, execution or levy) or any type of holds (such as collateral hold, decedent hold or deposit hold). In those cases, we will limit the types of transactions that you can make until pending transactions are paid or returned, the balance is no longer negative and any legal restriction/hold has been released. After we restrict your Embedded Banking Account in preparation for closing, we will not pay any additional interest on the Embedded Banking Account, if applicable. We may automatically close your Embedded Banking Account if the balance is \$0 or negative.

We may send you written notice that we have closed or will close your Embedded Banking Account and return the balance less any fees, claims, setoffs or other amounts if the balance is greater than \$1. Such written notice may ask you to initiate a payment to clear down any remaining balance, or to instruct us on how to return your remaining balance, if any. After your Embedded Banking Account is closed, we have no obligation to accept deposits, but we may reopen your Embedded Banking Account if we receive a deposit. We will have no liability for refusing to honor any transaction you intend to be paid from a closed account.

Additionally, the Platform Provider may decide to terminate its relationship with you. In the event your relationship with the Platform Provider ends and/or the Platform Provider ceases to offer and/or host the Platform, we will have the option, in our discretion, to (1) return to you the Embedded Banking Account Balance net of fees and other amounts that are due to us relating to the Embedded Banking Account, and close the Embedded Banking Account, (2) offer you access to your Embedded Banking Account through another means, retaining your same Embedded Banking Account number and products, or (3) offer you a JPMorgan Chase Bank business banking or similar account. In the event your Embedded Banking Account remains open and you are offered alternative access or you are offered a business banking or similar account, additional terms and conditions may apply.

This Agreement continues to apply to your Embedded Banking Account and issues related to your Embedded Banking Account even after it closes.

VIII. Other Legal Terms

A. Rules Governing Your Embedded Banking Account

This agreement, all Embedded Banking Accounts and services provided to you, and any dispute relating to those accounts and services are governed by federal law and, when not superseded by federal law, the substantive law of the state of New York, without regard to choice of law principles.

B. General Liability

Any provision of this Agreement that limits the bank's liability does not negate the bank's duty (if any) under applicable law to act in good faith and with reasonable care. If any provision of this Agreement is determined to limit the bank's liability in a way prohibited by applicable law, the provision will nevertheless be enforced to the fullest extent permitted under that law.

We will not be liable for anything we do when following your instructions. In addition, we will not be liable if we do not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. WE WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOST PROFITS REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM.

If this Agreement conflicts with any statements made by one of our employees or by our affiliates' employees, this Agreement will govern.

C. Restricting Your Embedded Banking Account; Blocking or Delaying Transactions

There are many reasons we may decline or prevent transactions to or from your Embedded Banking Account or otherwise restrict your Embedded Banking Account, but we generally do it to protect you or us, or to comply with legal requirements or Legal Process. You acknowledge and agree that we may decline or prevent any or all transactions to or from your Embedded Banking Account, including refusing, freezing, reversing or delaying any specific withdrawal, payment or transfer of funds to or from your Embedded Banking Account, or removing funds from your Embedded Banking Account to hold them pending investigation, including in one or more of the following circumstances:

- Your Embedded Banking Account is involved in any legal, decedent estate, or administrative proceeding or subject to Legal Process as defined in *Legal Process and Requests for Information*;
- We receive conflicting information or instructions regarding Embedded Banking Account ownership, control, funds or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole discretion, with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to ensure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We may assign and transfer your Embedded Banking Account information and documentation to a replacement Embedded Banking Account number at our discretion and without notice to you. We may make this assignment when we deem necessary to avoid disruptions, including when your Embedded Banking Account is reported compromised by you or any signer. If we issue you a replacement account number, this agreement governing you and your Embedded Banking Account will continue to apply, without interruption, as if you retained the discontinued account number.

We will have no liability for any action we take under this section and/or related sections, and we may take such action without advanced notice. To the extent that any action we take is related to *Legal Process* or an *Adverse Claim*, please refer to those sections for additional information.

D. Changes to the Agreement

We may change the terms of this Agreement, including fees and features of your Embedded Banking Account, at any time. The content of any changes or the revised Agreement will be available to you on the Platform, unless the law requires a different method. By maintaining your Embedded Banking Account after the effective date of any change, you agree to the change.

If any change would adversely affect you, we will notify you in advance, unless the change is necessary to comply with a legal requirement.

If we transfer your Embedded Banking Account to a different business unit within the bank, we may give notice in the same manner and provide you a different deposit agreement to govern your Embedded Banking Account. You agree that notice of these changes may be provided to any joint owner.

This Agreement takes the place of any understandings, agreements, representations, and warranties, both written and oral, regarding the Embedded Banking Account made prior to or when you entered into this Agreement.

E. Our Responsibility to Obtain Personal Information

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or business who opens an account. Even though you have established a commercial relationship with the Platform Provider, we may require the following information or documents as a condition to your opening an Embedded Banking Account:

- Business name, taxpayer identification number and business address, and documents to verify the business's existence;

- the name, residential address, date of birth and Social Security number of each signer, so we can verify the signer's identity.

Our policies may require additional information about you or any person associated with you or with the Embedded Banking Account when or after you open the account to assure that we comply with "Know Your Customer" and other requirements. We may restrict or close your Embedded Banking Account if we are unable to obtain information in order to satisfy our "Know Your Customer" or other requirements. By opening an Embedded Banking Account with us, you confirm that neither you nor any beneficial owner of any Embedded Banking Account is covered by any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.

F. Prohibited Activities and Tax Reporting

We strictly prohibit the use of any Embedded Banking Account to conduct transactions that are related, directly or indirectly, to unlawful Internet gambling. The term "unlawful Internet gambling," as used in this Notice, shall have its meaning set forth in 12 C.F.R. Section 233.2(bb). You agree not to conduct any transactions through the Embedded Banking Account that directly or indirectly involve or are related to unlawful Internet gambling, including, without limitation, the acceptance or receipt of any funds or deposits in connection therewith or proceeds thereof. We may refuse any gambling transaction, whether lawful or not.

You also agree not to use your Embedded Banking Account for any other illegal activity.

Transactions in your Embedded Banking Account are also subject to applicable clearinghouse and Federal Reserve rules and regulations. You will not use your Embedded Banking Account to send or receive a payment through The Clearing House Association's Real-Time Payment network on behalf of anyone who is not a U.S. citizen or resident.

You agree that you are responsible for your tax obligations and any funds in, or to be deposited in, your Embedded Banking Accounts are not proceeds from any criminal activity (including, but not limited to, tax crimes). Funds in, and any income derived from, your Embedded Banking Accounts will be disclosed to the relevant tax authorities, if required by law. You represent and warrant that all information that has been or will be provided is complete and accurate, including any information pertaining to your country of citizenship, residence, principal place of business and any other relevant information to determine legal and tax status. You agree to notify us and/or provide us with any changes related to your tax affairs as we may request in order to comply with our regulatory obligations.

G. Death or Incompetence of Embedded Banking Account Owner or Sole Signer

You must tell us immediately if any Embedded Banking Account owner dies or is declared incompetent by a court. We may act as if all owners are alive and competent until we receive notice otherwise.

After we receive notice of death or incompetence, we may freeze your Embedded Banking Account balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release your funds until we receive documents we reasonably request to verify your death or incompetence, as well as who is entitled to the funds. If you die while residing outside the United States, we may require a personal representative to be appointed by a court in a United States jurisdiction. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. If an Embedded Banking Account owner authorizes any transaction, but it's not presented for payment until after that owner dies, we are authorized to pay the transaction. If you owe us a debt at the time of your death, we are permitted to exercise our right of setoff (our right to apply funds in one account to the debt associated with another account) or security interest rights against the funds credited to your balance after your death. We have these rights even if a surviving joint owner, a "payable on death" payee, or a beneficiary of an "in trust for" or "trustee for" account has rights to the Embedded Banking Account.

After we receive notice of death or incompetence of the sole signer on a business organization's Embedded Banking Account, we may freeze the balance, refuse to accept transactions, and reverse or return deposits. We are also not required to release the organization's funds until we receive any documents we reasonably request to verify the death or incompetence of the signer and to establish a new person's authority to act on behalf of the organization in transacting

on or closing the organization's Embedded Banking Account.

H. Adverse Claims

If there are conflicting instructions or there is any dispute regarding your Embedded Banking Account, we may take any action, including refusing to disburse any funds in the Embedded Banking Account to any person until all persons claiming an interest consent in writing to a resolution of the dispute; or a court of proper jurisdiction authorizes or directs the payment; or the person with a conflicting claim withdraws his or her claim in writing. We may also place funds in a court (this is called an interpleader action) for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability and without advance notice, unless the law says otherwise.

I. Legal Process and Requests for Information

"Legal process" means any document that appears to have the force of law regarding restricting, holding or paying out funds from your Embedded Banking Account, including a garnishment, attachment, execution, levy or similar order. You acknowledge and agree that Legal Process served on us may instruct us to take certain actions with respect to your Embedded Banking Account which may create potential liability or other risks to us if we fail to take any action directed by the Legal Process.

You agree that it is your responsibility to consult with an attorney and/or to initiate, or participate in, legal proceedings related to the Legal Process if you do not believe that the Legal Process is valid; otherwise dispute any issue related to the Legal Process, and/or seek to claim any additional exemption of funds related to the Legal Process not otherwise applied by us. You further agree that we will have no obligation to initiate any legal proceedings, or seek clarification, of any kind regarding any issue related to Legal Process; If you fail to properly seek or obtain judicial relief related to Legal Process within the deadlines provided for in the Legal Process or by applicable law, you acknowledge and agree that we will continue to comply with the Legal Process, including paying out all funds as directed by the Legal Process. We do not have to determine whether the legal process was validly issued or enforceable; and we will have no liability for any action we take as directed by the Legal Process or otherwise permitted by this agreement.

If a hold is in effect, we will continue to charge any applicable fees even though the account cannot be closed. As permitted by law, we will deduct from your balance a legal processing fee or costs and expenses we incur in complying with the order, or both.

You will be liable to us for any loss, cost or expense (including attorneys' fees that we incur) resulting from our compliance with any Legal Process or any related litigation.

J. Abandoned Property

Each state has laws that govern when accounts are considered abandoned and when we are required to send a customer's funds to the state. We have no liability to you for complying with such laws.

K. Permitted Time for Filing a Lawsuit

You must file any lawsuit or arbitration against us within two years after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a claim. If applicable state law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two years, you and we agree to the shortest permitted time under that state's laws. We abide by federal and applicable state record retention laws and may dispose of any records that we retained or preserved for the period set forth in these laws. Any action against us must be brought within the period that the law requires us to preserve records, unless applicable law or this Agreement provides a shorter limitation period.

L. Location of Legal Proceedings

If you file any lawsuit or other legal proceeding against us that is connected in any way to your Embedded Banking Accounts or services, you agree to do so in an appropriate court in New York state. If we file any lawsuit or legal proceeding that is connected in any way to your Embedded Banking Accounts or services, you consent to jurisdiction and venue in an appropriate court in New York state. If either party chooses to have disputes resolved by arbitration, the

section *Arbitration; Resolving Disputes* governs the process and location of the arbitration proceedings.

M. Pre-judgment Interest Rate

If either you or we are awarded a judgment against the other in connection with a legal proceeding regarding your Embedded Banking Account or related services, the rate of interest earned before judgment on the judgment amount will be the rate of interest the Embedded Banking Account earned during that period unless state law requires a different rate. If the Embedded Banking Account is not interest-bearing, the rate will be the lowest generally available rate for a personal interest-bearing checking account.

N. Assignment of Agreement and Successors

This agreement will be binding on your personal representative, executors, administrators, successors and permitted assignees, and on our successors and assigns. You may not assign, transfer or grant a security interest in your Embedded Banking Account to anyone other than us without our written consent. No assignment will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and note the assignment in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your Embedded Banking Account is subject to our setoff rights.

O. No Waiver

If we fail to exercise any right, that does not mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

P. Arbitration; Resolving Disputes

You and we agree that upon the election of either of us, any claims or dispute relating in any way to your Embedded Banking Account, related services or transactions will be resolved by binding arbitration as discussed below, and not through litigation in any court (except for matters in small claims court).

This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA").

YOU HAVE A RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE, AS DISCUSSED BELOW. UNLESS YOU OPT OUT OF ARBITRATION, YOU AND WE ARE WAIVING THE RIGHT TO HAVE OUR DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE TO BE DECIDED BY A COURT OR GOVERNMENT TRIBUNAL. YOU AND WE ALSO WAIVE ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES, EXCEPT AS STATED BELOW, MUST BE RESOLVED BY BINDING ARBITRATION WHEN EITHER YOU OR WE REQUEST IT.

What claims or disputes are subject to arbitration?

Claims or disputes between you and us about your deposit account, transactions involving your deposit account, and any related service with us are subject to arbitration. Any claims or disputes arising from or relating to this agreement, any prior account agreement between us, or the advertising, the application for, or the approval or establishment of your account are also included. Claims are subject to arbitration, regardless of what theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist or may arise in the future. All such claims or disputes are referred to in this section as "Claims." The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis.

What about class actions or representative actions?

Claims in arbitration will proceed on an individual basis, on behalf of the named parties only. YOU AND WE AGREE NOT TO:

1. SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION, PRIVATE ATTORNEY GENERAL PROCEEDING, OR OTHER REPRESENTATIVE PROCEEDING;
2. SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING DIFFERENT CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS WE AGREE;
3. BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE

ELSE; NOR

4. SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION, INCLUDING BUT NOT LIMITED TO PUBLIC INJUNCTIVE RELIEF.

Any question regarding the enforceability or interpretation of this section (“What about class actions or representative actions?”) shall be decided by a court and not the arbitrator. If a court determines that any of the terms of this section are legally unenforceable for any reason with respect to a Claim or request for relief sought in connection with a Claim, then you and we agree that the arbitration and litigation shall proceed as follows: (1) all Claims or requests for relief for which arbitration is legally enforceable must be filed and adjudicated in arbitration; (2) any Claims or requests for relief for which arbitration is not legally enforceable will be decided through litigation in court; (3) any Claims or requests for relief that are to be decided through litigation in court will be stayed pending completion of the arbitration of all other Claims or requests for relief; and (4) when litigation in court resumes, the Court may consider but will not be bound by any determination made by the arbitrator. By way of example, if a Claim seeks both public injunctive relief and other relief, and the prohibition on an award of public injunctive relief is found to be unenforceable, then the request for public injunctive relief will be decided in litigation in court after Claims seeking other relief had been adjudicated in arbitration on an individual basis. For the avoidance of doubt, no arbitrator shall have authority to entertain any Claim on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

Does arbitration apply to Claims involving third parties?

Arbitration applies whenever there is a Claim between you and us. If a third party is also involved in a Claim between you and us, then the Claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. For purposes of arbitration, “you” includes any person who is listed on your account, and “we” includes JPMorgan Chase Bank, N.A., all its affiliates, and all third parties who are regarded as agents or representatives of ours in connection with a Claim. (If we assign your account to an unaffiliated third party, then “we” includes that third party.) The arbitration may not be consolidated with any other arbitration proceeding.

How does arbitration work?

The party filing a Claim in arbitration must select JAMS or the American Arbitration Association (“AAA”) as the arbitration administrator. That organization will apply its rules and procedures in effect at the time the arbitration is commenced. If there is a conflict between the applicable rules and procedures and this arbitration agreement and/or this agreement, this arbitration agreement and this agreement will control. In the event that JAMS or the AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure. The arbitrator will decide the Claim in accordance with all applicable law and consistent with the FAA. A single arbitrator will conduct the arbitration and will apply applicable substantive law, including the Uniform Commercial Code, statutes of limitation, conditions precedent to suit, and recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or relief as permitted by the law and the agreement between you and us (including the limitations set forth above).

Is the arbitrator’s decision final? Is there an appeal process?

The arbitration ruling will be considered final and binding, and enforceable by any court having jurisdiction. No party may seek an appeal of the arbitration ruling, except as provided under the FAA.

Who will pay for costs?

Unless the arbitration administrator waives your initial filing fee to commence arbitration, you are obligated to pay that fee but, if a settlement is reached between you and us prior to the hearing, we will reimburse you for up to \$500 for filing fees as part of the negotiated terms of the settlement. If a settlement is not reached prior to the hearing, we will pay any fees of the arbitrator and arbitration administrator for the first two days of any hearing. If you are the prevailing party in the arbitration, we will reimburse you for any fees you paid to the arbitration organization and/or arbitrator. Except as

provided above, all other fees will be allocated between you and us according to the arbitration administrator's rules and applicable law.

How do I (customer) file an arbitration claim?

Rules and forms may be obtained from, and Claims may be filed with, JAMS (www.jamsadr.com) or the AAA (1-800-778-7879 or www.adr.org). Arbitration hearings will take place in the federal judicial district that includes your address at the time the Claim is filed, unless the parties agree to a different place.

Attachment A

Embedded Banking Account Fee Schedule

<i>Embedded Banking Accounts</i>		
Service		Fee
<i>Outgoing</i>	Domestic Wire	<i>Waived</i>
	ACH / digital payments	<i>Waived</i>
	Real-time Payments	<i>Waived</i>
<i>Incoming</i>	Domestic Wire	<i>Waived</i>

Attachment B

Digital Services Agreement - Rider to the Embedded Banking Account Agreement

This Agreement is between you and us and governs your use, access, and management of the JPMorgan Chase Bank N.A. digital Embedded Banking products, as hosted on the Platform Provider's platform (the "**Platform**") or via a unique JPMC Embedded Banking link provided directly to you (the "**Hosted Solution**," and together with the Platform, the "**Digital Platform**"). This Agreement also governs your use of the products, services, and software made available to you on the Digital Platform and certain other third party digital platforms, as determined by us from time to time, including the products and services governed by the terms contained in the Addenda attached hereto (collectively, "**Services**"). For the avoidance of doubt, your access to the Digital Platform is dependent on your ongoing business relationship with the Platform Provider.

By enrolling in and using the Digital Platform and Services, you agree to be bound by the below General Terms and Conditions and the terms specific to each Service as set forth in the Addenda following the General Terms and Conditions.

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GENERAL TERMS AND CONDITIONS

1. General

General Terms

This Agreement contains the terms and conditions that govern your enrollment in and use of the Digital Platform and Services. When you use or access, or permit any other person(s) or entity(ies) to use or access the Digital Platform or Services on your behalf, you agree to the terms and conditions of this Agreement. By using or accessing the Digital Platform and the Services, you acknowledge that you have read, understand, and agree to abide by the terms and conditions of this Agreement. If you do not agree to the terms and conditions set forth herein, you may not use or access the Digital Platform or the Services.

Additionally, you acknowledge or otherwise agree to comply with: (a) such other written requirements as we may provide in connection with the Digital Platform, Services, or Products, including all terms and conditions contained in any account agreements (collectively, the "**Other Documents**"); and (b) all applicable state, federal and international laws and regulations. To the extent there is a direct and irreconcilable conflict between this Agreement and the Other Documents, the Other Documents shall control unless this Agreement specifically states otherwise.

This Agreement is not intended to modify the Other Documents and the Other Documents will continue to apply to your accounts. If this Agreement conflicts with any statements made by one of our employees or by our affiliates' employees, this Agreement will govern. When using other services or features available through the Digital Platform but provided directly by third parties, your use of such services or features will also be governed by the agreements and other terms or conditions with such third parties governing use of those services or features.

Services described in this Agreement, as well as any associated fees, charges, interest rates and balance requirements, may differ among geographic locations. Not all Services are offered at all locations. Therefore, you may not be eligible for all the Services described in this Agreement. We reserve the right to determine your eligibility for any Service. By offering the Services via the Digital Platform, we make no distribution or solicitation to any person and/or entity to use the Services in jurisdictions where the provision of the Services is prohibited by law.

Interpretation of Certain Terms

Unless otherwise defined within these General Terms and Conditions or the applicable Addendum, capitalized terms have the meanings given to them in the Glossary. Any capitalized terms used but not defined have the meaning given in the Other Documents.

Except as otherwise provided, the terms "hereby," "herein," "hereof," "hereto," "hereunder," and similar terms refer to this Agreement as a whole and not to the specific section, subsection, paragraph, or other subdivision of this Agreement in which those terms appear.

All titles or captions are inserted only as a matter of convenience and for reference and in no way define, limit, construe, or describe the scope of this Agreement or the intent of any provision hereof.

The words “include,” “includes,” and “including” will be deemed to be exemplary and not exclusive, whether or not followed by the phrase “without limitation” or similar phrase.

Defined terms include the plural as well as the singular, and any pronouns include any of the corresponding masculine, feminine, or neuter forms, as required by context.

The use of “or” and “and/or” shall be deemed to be accurate throughout this Agreement unless the context suggests otherwise.

Each covenant and agreement will be construed for all purposes to be a separate and independent covenant or agreement.

2. Fees and Charges Associated with the Digital Platforms and Services

Please refer to your Embedded Banking *Fee Schedule* for any applicable fees or charges for the Services.

3. Mobile Services

Compatibility

We do not warrant that the Digital Platform or Services will be compatible with your mobile device or carrier. Your use of the Digital Platform or Services may be subject to the terms of your agreements with your mobile device manufacturer or your carrier. You may not use a modified device to use the Digital Platforms or Services if the modification is contrary to the manufacturer’s software or hardware guidelines, including disabling hardware or software controls – sometimes referred to as “jail broken.”

Differences from the Online Services

Not all of the Services or Products described in this Agreement or the services, products, or functionality described on our website(s) may be available when you use a mobile device. Therefore, you may not be eligible to use the Services, Products, or other services, products, or functionality when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any Service, Product, or other services, products, or functionality.

Additionally, information available through the Online Services may not be available via the Mobile Services or may differ from the information available via the Mobile Services. Such information available through the Online Services may also be described using different terminology (including capitalized terms used in the Agreement or on certain of our Digital Platforms), or may be more current than the information available via the Mobile Services. This includes account balance information, and Transfer and payment information.

The method of entering Instructions via the Mobile Services may also differ from the method of entering Instructions directly through the Online Services. Processing of Instructions may take longer through the Mobile Services.

Identity and Location Verification

You authorize your wireless carrier to use and/or disclose information about you and your wireless device to JPMC which we may use for the duration of your relationship with us, to help identify you or your wireless device and to

help protect against fraud or unauthorized use of our services under this Agreement. Those details may include, among others, name, billing address, email, phone number, and device location.

4. Records; Communications

Our records shall be presumed to accurately reflect the contents of your Instructions to us and, in the absence of manifest error, will be binding and conclusive.

You agree to provide a valid email address so that we may send you certain information related to the Digital Platform and Services, including for the purpose of servicing or managing any of your accounts. You will immediately notify us if any phone number, email address, or other contact information you have provided is (a) surrendered by you, or (b) changed by you.

You agree that you will not transmit any Instructions to us using email, text or other electronic means not designed by us to accept such instructions. You acknowledge that we will not act upon Instructions transmitted through email, text or other electronic means not designed by us to accept such instructions and that we may not be in a position, by virtue of time zone difference and otherwise, to respond to your communications sent by such means within the time frame contemplated by you.

5. Account Information

Account information and data is provided to you on the Digital Platform or in connection with any Service as a convenience and is not the official record of your account or its activity. Your account statement will remain the official record. Information provided on the Digital Platform or through any Service is generally updated regularly, but is subject to adjustment and correction, and therefore should not be relied upon by you for taking, or forbearing to take, any action.

6. Cutoff Times

All Cutoff Times applicable for the Services will be reflected on the Digital Platform at the time you attempt a payment transaction. Such Cutoff Times reflect the times displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your computer or mobile device. For this reason, we suggest that you transmit any Instructions to us sufficiently in advance of such Cutoff Times to eliminate the possibility of missing the cutoff. Instructions entered after the Cutoff Time with a Send On Date that is the Current Day or next Business Day may start to process immediately, and may be Funded prior to the requested Send On Date.

7. Notices Associated with Electronic Communications, Change in Terms of this Agreement, or New Features

We may, from time to time, amend or change this Agreement (including applicable fees and service charges) or update, discontinue or modify any Digital Platform, Services, or features to the Digital Platform or Services (including adding additional/new Services), in our sole discretion. If we do so, we will notify you by posting the updated terms on the Digital Platform, or by sending you notice by email or by regular mail. Your use of the Digital Platform and Services after we have made such changes or new Services or features available will be considered your agreement to the change. Please access and review this Agreement regularly. If you find this Agreement unacceptable to you at any time, please discontinue your use of the Digital Platform and the Services.

You agree that by using the Digital Platform and any Service, all notices or other communications which we may be required to give you arising from our obligations under this Agreement may be sent to you by any or all of the following sources, at our option: posting it on the Digital Platform; through electronic notice given to any email we have for you; any other email address or phone number you provide to us; the current address we have on file for you; or in any other manner permitted by law.

8. Computer Equipment; Browser Access and Internet Services

You are responsible for obtaining, installing, maintaining and operating all Systems necessary for you to access and use the Digital Platform and Services, including your utilizing up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and Internet security software. You are additionally responsible for obtaining Internet services via the Internet Service Provider of your choice. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks.

You acknowledge that you are responsible for the data security of the Systems used to access the Digital Platform and Services, and for the transmission and receipt of information using such Systems. You acknowledge that you have requested to use and access the Digital Platform and Services for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems, and that you are satisfied with that assessment. We are not responsible for any errors or problems that arise from the malfunction or failure of the Internet or your Systems, nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. Although we may provide a link to a third party site where you may download software, we make no endorsement of any specific software, hardware or Internet Service Provider and your use of any such software, hardware or service may also be subject to the EULA or other agreements of that provider, in addition to the terms and conditions of this Agreement. You will not use the Services in any manner that interferes with the operation of the Digital Platform or the Services.

9. Passwords and Other Sensitive Information

General

To prevent unauthorized access to your accounts and to prevent unauthorized use of the Digital Platforms and Services, you agree to protect and keep confidential your Card numbers, account numbers, PINs, user IDs, Passwords, or other means of accessing your accounts via the Digital Platform or Services. We may at our option change the parameters for your Password without prior notice to you, and if we do so, you will be required to change your Password the next time you access the Digital Platform or Services.

The loss, theft, or unauthorized use of your Card numbers, account numbers, PINs, user IDs, and Passwords could cause you to lose some or all of the money in your accounts. It could also permit unauthorized persons to gain access to your sensitive personal and account information and to use that information for fraudulent purposes, including identity theft. If you disclose your Card numbers, account numbers, PINs, user IDs, and/or Passwords to any person or entity, including any employee or agent, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity(ies), including any data aggregation service providers, to use the Digital Platform, any Service, or to access or use your Card numbers, account numbers, PINs, user IDs, Passwords, or other means to access your accounts, you are authorizing any transactions and activities performed by them and are responsible for any transactions and activities performed from your accounts and for any use of your personal and account information by any person or entity to whom they may provide that personal and account information.

If you believe someone may attempt to use or has used the Digital Platform or Services to access your accounts without your permission, that any of your Passwords or user IDs have been lost or stolen, or that any other unauthorized use, including Transfers, or security breach has occurred, you agree to immediately notify us via our Embedded Banking Service Team telephone number, which can be found on the Platform or the Hosted Solution, and on the reverse side of your debit card (should you have one). Alternatively, you may raise an inquiry to us through the Platform's digital self-service tool.

YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS, SUBJECT TO ANY ADDITIONAL SECURITY PROCEDURES THAT MAY BE IN PLACE.

Any user ID or Password we provide to you or which you create on the Digital Platform is done so in your capacity as a representative of the business entity registered with the Digital Platform or Service only, and may not be retained by you after any termination of your relationship with such business entity. You agree to inform us immediately if a person with access to a Password leaves the employ or is no longer a representative of the entity to which that Password has been assigned.

10. Availability of Services; Interruptions in Service; Risks of Electronic Transactions and Access to Information

The Digital Platform is typically available for your use 7 days a week, 24 hours a day. However, please note that certain payment Services are only available during normal business hours, as reflected on the Digital Platform. Additionally, transaction posting on the Digital Platform may be delayed outside of normal business hours.

From time to time, we may (a) perform maintenance on the Digital Platform or any Service or (b) experience hardware, software, or other problems related to the Digital Platform and Services, resulting in interrupted service, delays or errors in the Digital Platform and/or Services.

Your ability to access the Digital Platform or any Service may be limited during periods of high volume, systems upgrades and maintenance or for other reasons. We will not be liable to you if you are unable to access the Digital Platform or the Services, or complete transactions through them.

11. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, WE, OUR AFFILIATES, ANY OF OUR THIRD PARTIES, AND ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AFFILIATES, AND AGENTS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT ARISE FROM, REGARD OR RELATE TO, OR RESULT FROM THE ACCESS TO, USE OF (OR INABILITY TO ACCESS OR USE), OR AVAILABILITY OF (OR LACK THEREOF) THE DIGITAL PLATFORM, SERVICES, OR PRODUCTS, REGARDLESS OF THE FORM OF THE ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT WE MAY RELY ON THE PAYMENT DETAILS, INSTRUCTIONS, AND RECIPIENT DETAILS THAT YOU PROVIDE AND THAT WE, OUR AFFILIATES, AND OUR THIRD PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES FOR RESOLVING PAYMENT DISPUTES OR OTHER DISPUTES REGARDING SENDING, RECEIVING, OR REQUESTING MONEY THROUGH THE DIGITAL PLATFORM, SERVICES, OR PRODUCTS WE OFFER.

Any provision of this Agreement that limits our liability does not negate our duty (if any) under applicable law to act in good faith and with reasonable care. If any provision of this Agreement is determined to limit our liability in a way

prohibited by applicable law, the provision will nevertheless be enforced to the fullest extent permitted under that law.

This Section 11 shall survive termination of this Agreement.

12. Representations, Warranties, and Covenants of Customer

You represent, warrant, and covenant to us that:

- you are authorized to enter into this Agreement, including each Addendum, as applicable, and to bind you and your business hereto;
- you shall obtain all written authorizations necessary to enable us to perform the Services and that are required by applicable law, rules, and regulations, and shall furnish us with copies of authorizations if requested;
- you will not use any Service for international ACH transactions, which are prohibited under this Agreement;
- you will comply with this Agreement and all laws, rules and regulations applicable to you in your use of the Digital Platform, Services, and Products;
- you are authorized to have viewing access to any account that you access through the Digital Platform or any Service;
- you will provide true, accurate, current and complete information about yourself and your accounts and you will not misrepresent your identity or your account information; and
- you will not use the Digital Platform or any Service for any purpose prohibited by foreign exchange regulations, postal regulations or any other treaty, statute, regulation or authority.

13. No Warranties by J.P. Morgan Chase

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE FULLEST EXTENT PROVIDED UNDER APPLICABLE LAW, YOU UNDERSTAND AND AGREE THAT WE PROVIDE NO WARRANTIES REGARDING YOUR USE OF THE DIGITAL PLATFORM AND SERVICES. THE DIGITAL PLATFORM AND SERVICES ARE INFORMATION, SOFTWARE, HARDWARE, CAPTURE DEVICES, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) PROVIDED ON AN "AS IS" "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE AND ANY OF OUR THIRD PARTY SERVICE PROVIDERS MAKE NO WARRANTY THAT THE DIGITAL PLATFORM OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED ON THE DIGITAL PLATFORM, SITE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE DIGITAL PLATFORM AND SERVICES AND ALL INFORMATION, PRODUCTS, CAPTURE DEVICES, SOFTWARE, HARDWARE AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE DIGITAL PLATFORM OR SITES. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

14. Disputes and Arbitration

Please see the Section *Arbitration; Resolving Disputes* of your Embedded Banking Account Agreement for information on disputes and arbitration which shall also apply to this agreement.

15. Restrictions

You agree not to attempt to log on to the Digital Platform or Services from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Digital Platform from one of these countries may result in your access being restricted and/or terminated.

16. Indemnity

You acknowledge and agree that you are responsible for your conduct while using the Digital Platform and Services and agree to indemnify, defend, and hold us, our affiliates, and each of our respective officers, directors, shareholders, employees and agents (the **"J.P. Morgan Chase Indemnified Parties"**) harmless from and against any loss, claim, damage, liability, cost or expense of any kind (including reasonable attorneys' and expert witness fees and expenses and all costs of investigation) (collectively, **"Losses"**) in connection with any third party claim resulting or arising from:

- your use of the Digital Platform, any Service or product, or the use of the Digital Platform or any Service or product by anyone using your Card number, account number, PIN, user ID or Password or your violation of this Agreement or the rights of any third party (including privacy rights);
- your acts or omissions;
- breach by you of any representation, warranty or covenant made by you under this Agreement or the Other Documents;
- willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any other person or entity (other than us);
- any transmission or Instruction, whether or not authorized, acted upon by us in good faith and in reliance upon the user IDs and Passwords;
- our acting, purporting to act or disclosing any information in accordance with your authorization pursuant to electronic or other written instructions granting view only, view and update and view and transact privileges to the Services to your agent(s), attorney(s)-in-fact, or other third parties;
- your provision of a phone number, email address, information and photographs associated with recipients contained in your mobile device contacts, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance;
- any warranty or indemnity that we make with respect to an Item under any and all laws, regulations and industry and clearing house rules, including the 21st Century Act and Federal Reserve Board Regulations CC and J, applicable to the Items; and
- your infringement, misappropriation, or violation of any property or other right of any third party.

For purposes of clarity, as a business entity, the obligations under this Section 16 extend to the acts and omissions of your employees, consultants, and agents.

We shall provide you with prompt notice of any third party claims and shall reasonably cooperate with you in your defense of any such claims; provided, however, you shall have no authority to settle any claim against any J.P. Morgan Chase Indemnified Party without the prior written consent of such J.P. Morgan Chase Indemnified Party (which consent shall not be unreasonably withheld).

Your obligations under this Section 17 shall be in addition to any obligations contained in the Other Documents and shall survive termination of this Agreement.

17. Risk of Loss

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than the Digital Platforms or Services to ensure the accuracy and completeness of such transaction(s). Except as otherwise provided by law, you assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected. In addition, you will bear the entire risk of loss, destruction and damage to the products from any cause whatsoever, and no such loss, destruction or damage shall impair any of your obligations hereunder which shall continue in full force and effect.

18. Intellectual Property

Licenses

The Digital Platform offers a variety of content, products and services. We grant to you, for your internal business purposes only, a non-exclusive, non-transferable, limited and revocable right to access and use the Digital Platform and Services, as well as any software, in object code. Any software provided through the Digital Platform must be downloaded by you in the United States. You agree not to use the Digital Platform or Services for any other purpose, including commercial purposes, such as co-branding, framing, linking, or reselling any portion of the Digital Platform without our prior written consent. To the extent we or our licensors make any software available to you via download on our website for use in conjunction with the Services, we hereby grant, and you hereby accept, for the term of this Agreement, a non-exclusive, non-assignable, non-transferable, limited right and license to use the proprietary computer software products in object code and any associated documentation ("**Products**") for use only directly in conjunction with its permitted use of the applicable Service.

Title and Ownership

You acknowledge and agree that: (a) other than your electronic records stored by the Digital Platform or the Services, all content included in or available through the Digital Platform and Services is the property of JPMC and/or third parties and is protected by copyrights, trademarks, or other intellectual and proprietary rights; (b) the compilation of all content on the Digital Platforms and Services is the exclusive property of JPMC and/or its licensors and is protected by copyright or other intellectual property rights; (c) the trademarks, logos, and service marks displayed on the Digital Platform or Services (collectively, "**Trademarks**") are the registered and unregistered trademarks of JPMC or third parties, and may not be copied, altered, modified, or changed; and (d) nothing contained on the Digital Platform or any Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of JPMC or the third party which has rights to such Trademark, as appropriate.

Except for the licenses granted to you under this Agreement, all rights, interest and title in and to the Digital Platform and Services, associated content, technology, application, website(s) and Products, including any improvements, modifications, and derivative works, will at all times remain with us or our licensors, and you shall acquire no rights in the Digital Platform, Services, or Products. Your use of the Digital Platform, Services, and Products is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Digital Platform and Services. Without limiting the foregoing, you may not use the Digital Platform, Services or Products (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect.

Use

You shall use the Digital Platform, Services, and Products solely for your business purposes. For purposes of this clause, you may not use the Digital Platform or any Service or Product for time sharing, rental, or service bureau purposes, or the sale, marketing or (except as otherwise expressly provided herein) commercial exploitation of the Digital Platform, Services, and Products.

You will notify us in writing regarding any unauthorized use or disclosure of the Digital Platform, Services, or Products immediately after it becomes known to you.

You may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, reverse compile, reverse-assemble, disassemble, attempt to derive the source code of, or modify, copy, or create derivative works of any portion of the Digital Platform or any Services or Products; (b) display, assign, sublicense, distribute, export, resell, or otherwise transfer any interest in this Agreement or the Products to any third party; (c) remove any proprietary or intellectual property rights notices or labels on the Digital Platform; or (d) otherwise exercise any other right to the Digital Platform not expressly granted in this Agreement. We, or our licensors, own all right, title and interest, including all intellectual property rights (including all names, trade names, trademarks, service marks, slogans, logos or other indicia) in and to the Digital Platform, Services, and Products (including the products and services accessed through the Mobile Services). No license or other right in or to the Digital Platform, Services, or Products is granted to you except for the rights specifically set forth in this Agreement.

Patent Infringement

In the event the Products become, or in our opinion are reasonably likely to become, the subject of a claim of infringement, you will allow us, at our option and expense, to replace the Products with a non-infringing alternative, modify the Products so that they become non-infringing or terminate the license.

Suggestions

Upon submission, any suggestion, idea, proposal or other material you provide to us becomes our property without limitation or further consideration.

19. Confidentiality

You acknowledge that the Digital Platform, Services, and Products constitute trade secrets and represent significant economic and commercial value to us and/or our licensors and must be maintained as secret, confidential and proprietary. You agree that copyright legends borne by the Digital Platform, Services, and Products in no way reduce the trade secret, proprietary and/or confidential nature thereof. You will take all reasonable steps to safeguard the Digital Platform, Services, and Products to ensure that no unauthorized disclosure or use is made, in whole or in part, and will use at least the same degree of care to prevent the unauthorized use, disclosure or availability of the Digital Platform, Services, and Products as you ordinarily use in protecting your own most valuable confidential and proprietary information. You will not remove or alter any copyright or other proprietary legends contained on the Digital Platform, Services, and Products. This Section 19 shall survive termination of this Agreement.

20. Links

Our websites may contain third party content and links to other third party apps or web sites (collectively, “**Linked Sites**”). We are not responsible for, nor do we control, the content, products, or services provided by Linked Sites.

We do not endorse or guarantee the products, information or recommendations provided by Linked Sites, and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products or services is at your own risk.

21. Right to Audit

We may periodically audit and verify your compliance with this Agreement. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by us to aid in the clearing and collection process, to resolve claims by third parties with respect to any Item, or for audit purposes.

22. Termination and Suspension; Assignment; Survival

We may terminate or suspend this Agreement or any Addendum, or terminate, suspend, restrict, or limit your access privileges to the Digital Platform or any Service, in whole or part, at any time for any reason or no reason without prior notice, for reasons involving your use of the Digital Platform or Services which we may deem to be illegal or potentially brand damaging, or when you no longer have an eligible account. We may determine other eligibility criteria and decline or prevent any or all transactions through the Digital Platform or the Services, each in our sole discretion. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes. Upon termination, you shall immediately discontinue use of the Digital Platform and Services and delete any applicable copies. For the avoidance of doubt, we may (a) assign our interest in this Agreement, in whole or in part, to our successors or to any now-existing or future direct or indirect subsidiary of us or our affiliates or (b) assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

You may not assign this Agreement.

After this Agreement or any Addendum terminates, the terms of this Agreement and that Addendum that expressly or by their nature contemplate performance after such termination will survive and continue in full force and effect. For avoidance of doubt, the provisions protecting our confidential information, requiring indemnification and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement or an Addendum terminates.

23. Notice of Claims

If you receive notice of any Claim regarding the Digital Platform or any Service, you shall promptly provide us with a written notice of it.

24. Waiver; Severability

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable 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 in accordance with

applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

This Section 24 shall survive termination of this Agreement.

25. Entire Agreement

This Agreement, including the Other Documents, constitutes the entire agreement between you and us and supersedes all prior agreements and understandings as to the subject matter hereof, notwithstanding any oral representations or statements to the contrary.

26. Governing Law

Disputes related to the Digital Platform or Services covered by this Agreement shall be governed by the substantive law of the State of New York, without regard to choice of law principles.

This Section 26 shall survive termination of this Agreement.

GLOSSARY

“ACH” or “Automated Clearing House”	Refers to an electronic deposit to, or withdrawal from, your account that we receive or send through the “automated clearing house” network.
“Addendum”	Refers to each addendum to this Agreement, including any addendum that we may add in the future.
“Agreement”	Refers to this Digital Services Agreement, together with the Addenda, as amended or modified from time to time.
“Business Day”	Refers to Monday through Friday, excluding federal holidays.
“Cancelled”	Refers to when a payment or Transfer, including any ACH Collection or ACH Payment, will neither be processed nor sent for any reason.
“Card”	Refers to the Embedded Banking debit card issued by us.
“Claim”	Refers to any dispute, claim or controversy arising now or in the future under or relating in any way to this Agreement, including the Digital Platforms Account or Services.
“Current Day”	Refers to a payment from an account held by us that is scheduled with a present day Send On Date; or the next Business Day if scheduled after the Cutoff Time.
“Cutoff Time”	Refers to the time by which we must receive Instructions to have them considered entered on that particular Business Day. See the Digital Platform for additional details.
“Deliver By Date”	Refers to the date you would like your payment (including ACH Payment) delivered to your intended recipient (i.e., your Payee or your To Account); this may or may not be the date your payment will be posted by your Payee.
“ET”	Refers to Eastern Standard Time.
“EULA”	Refers to an end user license agreement or software license agreement whereby a licensor and purchaser establish the purchaser’s right to use the software.
“From Account”	Refers to an eligible account from which a payment or other transaction using the Services is being requested by you, from which such transactions will be made or transferred.

“Funded”	Refers to when a payment amount has been withdrawn from the available balance or available credit of your From Account or when an amount to be Transferred has been withdrawn from (or in the case of a line of credit, charged against) the available balance of your From Account.
“Future Dated”	Refers to Instructions that are not scheduled to begin processing on the current Business Day; only Business Days may be selected for Future Dated payments and Transfers. Future Dated Collections include any Instruction entered after the Cutoff Time on any Business Day or any Instruction entered on a non-Business Day.
“Instructions”	Refers to the information provided by you or the sender to us for a payment, an ACH Collection to be collected from the Payor, or the funds to be delivered to the Payee or To Account (including Payee or To Account name, account number, and Deliver By Date).
“Internet Service Provider”	Refers to an entity offering the transmission, routing, or providing of connections for digital communications or access via the Internet.
“Item”	Refers to a paper check or other paper source document only payable in U.S. Dollars.
“JPMC”, “J.P. Morgan Chase”, “J.P. Morgan Chase Bank, N.A.”, “JPMorgan Chase Bank, N.A.”, “Chase”	Refers to JPMorgan Chase Bank, National Association, any parent company, subsidiary, affiliate, licensee, predecessor, or successors. of such entity that holds your accounts or provides you services and any agent, independent contractor, designee, or assignee that we may, at our sole discretion, involve in the provision of the applicable Service.
“Mobile Services”	Refers to any EB mobile products, services, functionality and associated documentation or software available through the use of a mobile device or tablet device.
“NACHA”	Refers to the National Automated Clearing House Association.
“NACHA Rules”	Refers to the Operating Rules of NACHA, as amended from time to time.
“Online Services”	Refers to any EB products, services, functionality and associated documentation or software available through the use of a desktop computer or laptop.
“Password”	Refers to a password used to access your profile on the Digital Platforms or any Service (as applicable).
“Payee”	Refers to the merchant or other person or entity to whom you designate a payment or Transfer to be directed.
“Pending”	Refers to any Instruction that you have ordered or requested to be made which has not been Cancelled by you before the Cutoff Time on the Send On Date.

“Person”	Refers to a natural person or a business, government, or nonprofit entity.
“RDFI”	Refers to the receiving depository financial institution.
“Receiver”	Refers to a Person that receives a payment through the Real-Time Payments Service.
“Receiver Addressing Information”	Refers to addressing information of the Receiver, which may include the Receiver’s account number, routing number, phone number, and/or email address, as applicable.
“Regional ACH”	Refers to the applicable automated clearing house.
“Rules”	Refers to the rules of NACHA and any Regional ACH.
“Send On Date”	Unless otherwise defined in this Agreement, refers to the date we will begin the delivery process. The Send On Date may or may not be the date funds are withdrawn from your From Account.
“Sender”	Refers to a Person that sends a payment through the Real-Time Payments Service.
“Sending Financial Institution”	Refers to us, when you are the Sender, and means the financial institution that holds the Sender’s account, when you are the Receiver.
“Systems”	Refers to all software, hardware or other equipment necessary for you to access and use the Digital Platforms and Services.
“To Account”	Refers to the account to which funds will be transferred as requested by you via any of the Services.
“We”, “our”, “us”	Refers to JPMorgan Chase Bank, National Association.
“You”, “your”, “them”, “user”	Refers to (i) an individual or entity that is the owner of an account or a party-in-interest to an account, (ii) an individual authorized by an account owner to view account information and/or effect transactions in an account, or (iii) an individual with secure sign-on credentials to the Digital Platforms.

Addendum:

Access and Security – Account Controller

1. Indemnity

In addition to the indemnities set forth in the General Terms and Conditions, you shall indemnify, defend and hold the J.P. Morgan Chase Indemnified Parties harmless from and against any and all Losses in connection with any third party claim resulting or arising from: (a) failure by you or your Account Administrator to abide by or perform any obligation imposed upon you or your Account Administrator under the Agreement; (b) the actions, omissions or commissions of you and your agents, including your Account Administrator and any Authorized User relating to the Services; (c) any delay in the execution of any of your instructions to add, delete or modify the access rights of any Account Administrator or any Authorized Users until we have a commercially reasonable opportunity to act upon any notice given in accordance with the terms of this Agreement.

2. Authority of Account Controller

We may allow the Account Controller to appoint any number of Authorized Users to access, view and/or transact on the Embedded Banking Account via the Digital Platforms, to communicate with and receive communications from us, and you hereby ratify and confirm any and all such activities of the Authorized Users, whether currently existing or in the future, and whether or not such activities are within the scope of authority granted by the Account Controller.

You hereby delegate to any Authorized User, any right you have to receive communications from us relative to issues communicated to us by such Authorized User via the Online Services or otherwise.

You are responsible for maintaining the security of any user IDs and Passwords issued to any Authorized User or Account Controller and for any financial transactions performed or information received using such user IDs and Passwords to the fullest extent allowed by law. You are also responsible for the administration, monitoring and control of any Authorized Users in connection with their use of the Online Services.

3. Issuance of User IDs and Passwords to Account Controller

You understand and agree that we may allow each Account Controller to be authorized to: (a) request us to issue user IDs, Passwords or any other security code or device to be used in connection with the Online Services; (b) receive, act upon, use and disseminate for use by others on your behalf all such user IDs, Passwords, codes or devices and all documents and correspondence assigning, confirming or otherwise containing same; and (c) receive and act upon all other notices, documents and correspondence from us respecting the Online Services including any changes or supplements to this Agreement.

4. Changes to Account Controller

You understand and agree to advise us immediately of any changes in the identity of the Account Controller. Access to the Online Services by the Account Controller as provided herein shall continue until such time as you have given us written notice of any changes to the Account Controller and until we have had a commercially reasonable time to act upon such notice. You further understand and agree that changes to the Account Controller will not automatically affect the access or entitlements of the Authorized Users to your accounts via the Online Services. It is your responsibility to maintain the entitlements of the Authorized Users at all times; provided, however, that we may at our option and without liability to you, suspend access to the Online Services to any user at any time, without prior notice, if we deem it to be reasonably necessary under the circumstances to do so.

DEFINITIONS

- **“Account Controller”** means any individual authorized to open the Embedded Banking Account with us.
- **“Authorized User”** means any person or persons designated by the Account Controller through the Online Services as authorized to perform certain activities within the Online Services, including the ability to access, view and/or transact on all your accounts linked for the Online Services and to communicate with us and receive communications from us, regarding your accounts.

Addendum:

ACH Payment Service

This Addendum governs your use of the service for you to use to make an ACH Payment (the **“ACH Payment Service”** or for purposes of this Addendum, the **“Service”**). Except as otherwise set forth in this Addendum (including Section 13 below), all capitalized terms used but not defined herein shall have the meaning set forth in the General Terms and Conditions.

You must supervise persons you have authorized to use the ACH Payment Service on your behalf. You are responsible for your authorized users’ use of the ACH Payment Service.

You can use the ACH Payment Service to send an ACH Payment from your eligible checking account to a Payee’s account. All payments made through the ACH Payment Service are subject to review for fraud, regulatory or compliance purposes, and such review may result in a transaction being delayed or rejected. You will be notified on the Digital Platform when a transaction cannot be processed on the original Send On Date.

1. ACH Payment Service

You must give us all the information we need to complete your ACH Payment. The information must be correct. When you send us Instructions, you authorize us to complete your Instructions. You authorize us to electronically debit the From Account listed in your Instructions. You may only send ACH Payments to Payees in the United States with accounts at ACH member banks. You authorize us to update your Payee’s information if your Payee asks us to.

We may limit the amount of money you can send in one (1) ACH Payment or in one (1) day. We may adjust the limits at any time in our sole discretion with notice to you.

We must receive your Instructions before the Cutoff Time. The Cutoff Time for making a Standard ACH Payment is 8:00 p.m. ET and will be reflected on the Digital Platform.

If we receive your Instructions after the Cutoff Time, we may still debit your account that day. We will debit your From Account based on the ACH Deliver By Date you choose.

You must have enough funds available in your From Account on the Send On Date to complete your ACH Payment. If you do not have enough funds available, we are not required to follow your Instructions.

2. Duplicate Entries

We will make duplicate ACH Payments entered for the same amount, Payee and ACH Deliver By Date if you have enough funds available on the Send On Date.

3. ACH Rules

When we use capitalized terms in this Addendum not defined in this Addendum or in the General Terms and Conditions, the definition in the ACH Rules applies. The ACH Rules govern the Entries we send on your behalf unless you and we agree otherwise. You and we are bound by the ACH Rules. We may audit your compliance with the ACH Rules. A Credit Entry by a RDFI to the Receiver is provisional until the RDFI receives final settlement. If the RDFI does

not receive settlement, the RDFI may refund the amount credited. You are not deemed to have paid the Receiver the amount of such Credit Entry.

4. Processing; Transmittal

In processing and transmitting Entries to accounts of Receivers held by us ("**On-Us Entries**"), we debit or credit the accounts of Receivers on our books. In processing and transmitting Entries intended for the accounts of Receivers at other RDFIs, we will process and transmit such Entries to the Regional ACH network for processing and transmitting to RDFIs.

5. Rejections; Returns

We may reject your Instructions for any reason. We will notify you on the Digital Platform when we or the RDFI reject or return your Instructions. You must correct and re-send any rejected Instructions you still want to send. We will credit your account for any returned Credit Entry when we receive settlement for such Entry for ACH Payments.

6. Reversals

You can request a reversal by contacting us within five (5) Business Days of the ACH Deliver By Date. We do not accept late reversal requests. We do not promise the RDFI will honor your request.

Please contact us via our Embedded Banking Service Team telephone number, which can be found on the Platform or the Hosted Solution, or on the reverse side of your debit card (should you have one). Alternatively, you may raise an inquiry to us through the Digital Platform's support section.

Your pending request will be visible if it was raised via the Digital Platform's support section.

7. Name/Identifying Number Inconsistencies

We may rely on the identifying number of any bank or Payee in your Instructions. The RDFI may credit or debit the Payee's account based on an account number, even if the account number identifies a person different from the Receiver. You are responsible for any differences between the name and identifying number of any bank or Receiver in your Instructions.

8. Warranties; Indemnity

Except as specified below, you make the same warranties to us as we make under the ACH Rules. We do not have responsibility for such warranted matters. In the case of On-Us Entries, your warranties apply at the time we first process an On-Us Entry. You do not warrant: (a) our power under applicable law to comply with the ACH Rules; or (b) the conformity of Entries transmitted by us to the file specifications contained in the Rules. You represent, warrant and acknowledge that each Entry you originate will comply with all applicable U.S. laws and regulations.

In addition to your indemnification obligations set forth elsewhere in this Agreement, you will indemnify, defend, and hold the J.P. Morgan Chase Indemnified Parties and the RDFI, as applicable, harmless from and against any and all Losses in connection with any third party claim resulting or arising from: (a) our transmittal of Entries following your Instructions; and (b) our or the RDFI's compliance with your request.

9. Definitions

- "**ACH Deliver By Date**" refers to the date by which an ACH Payment will be delivered to the Payee's account.
- "**ACH Payment**" refers to a type of electronic fund transfer sent through the ACH network to transfer money to a Payee's account.
- "**ACH Rules**" refers to the NACHA Rules and the rules of any regional ACH network.
- "**Send On Date**" refers to the Business Day you choose for your ACH Payment to start processing.
- "**Standard ACH Payment**" refers to an ACH Payment with expected settlement within 1-2 Business Days from the day the transaction is sent.

Addendum:

Online Wire Transfer

This Addendum governs your use of the Online Wire Transfer Services (referred to as “**Funds Transfer Services**” or “**FTS**” or for purposes of this Addendum, the “**Services**”) including what you can expect from us and the security procedures we will take when you use the Funds Transfer Services. Cut-Off times for the Services are reflected on the Digital Platform.

1. Protect Yourself Against Wire Scams

Only wire money to people you know or recipients you have verified. Be aware of wire scams, because once the wire is sent, you may not be able to recover your money.

Know the signs of a scam. The requestor:

- a. Sends you wire instructions via email (ex. loan closing – always verify details by phone)
- b. Contacts you unexpectedly
- c. Claims there is an emergency
- d. Pressures you into paying immediately
- e. Only accepts payments via wire, gift cards, or crypto currency
- f. Tells you to “keep it secret” or instructs you “how to answer questions at the bank”
- g. Makes an offer or opportunity that sounds too good to be true
- h. Asks for your personal information

Known Common Wire Scams:

- a. **Imposter:** “I’m with the IRS, and you owe back taxes. If not paid immediately, a lawsuit will be filed against you.”
- b. **Romance / New Friend:** “I want to meet you in person, but I can’t afford to travel. Can you send me money?”
- c. **Family Emergency:** “Grandma, I’m in trouble – I need money fast.”
- d. **Lottery Winnings:** “Congratulations! You’ve won the lottery! We will need to collect taxes prior to your payment.”
- e. **Investment Opportunity:** “This is a once-in-a-lifetime opportunity with a big payout!”
- f. **Tech Support:** “We’ve detected malware on your computer. Let’s get that fixed for you for a small fee.”

2. Service

The following types of funds transfers, when completed on the Digital Platform, using our Online Services or Mobile Services, are governed by this Addendum:

Domestic Funds Transfer: A funds transfer sent to a bank within the United States, including its territories.

By accepting and using FTS you agree to these terms and conditions and authorize us to provide you Domestic Funds Transfers using our Online Services or Mobile Services. All other payments or transfers available through Online Services or Mobile Services are subject to terms and conditions separate from this Addendum.

3. Security Procedures

These security procedures are only to help prevent unauthorized access to your account. You should not discuss or disclose your online user ID and Password, your one-time code, or any other information that we may use to confirm your identity with any person regardless if they have access to your accounts.

You acknowledge the security procedures for FTS are a commercially reasonable method of verifying your funds transfer. You are responsible for any funds transfer issued in your name using these security procedures, whether or not you actually authorized the transfer. Prior to scheduling a transfer, you must establish a recipient and the financial institution that holds the recipient account.

We may impose stricter security procedures for any particular funds transfer you make under this service, but we have no obligation to do so. If we choose to impose the stricter security procedures, we will not be liable to you for any delays or losses, and we will not be obligated to impose such security procedures in the future.

4. Processing, Canceling, Delays and Notifications of Funds Transfers

- a. Processing: We'll start processing your funds transfer the same Business Day if we receive it and complete our security procedures before the cutoff times we establish. In order to complete our processing before the cutoff times we establish, we need to finish any secondary internal reviews and you must have available funds in the deposit account you designated in your Instructions. We are not obligated to accept or process funds transfers that exceed your daily limit, which may change over time. All of the funds transfers sent from all your accounts within your user ID before the established cutoff time for each Business Day will count towards your daily limit, if and as may be applicable.
- b. Canceling: Once you have submitted a funds transfer for the current Business Day, you cannot cancel it after we've begun processing, but you may request us to attempt to return the funds to you. If the recipient's bank agrees, your funds may be returned to you, but likely not the full amount that was originally sent. We will not automatically cancel your funds transfer due to the transfer being delayed by

more than five business days; if we do cancel your funds transfer we'll notify you.

- c. **Modifying:** Once a funds transfer has begun processing, we will not be able to change any type of funds transfer requests unless the recipient's bank agrees. If the recipient's bank declines to change the funds transfer request, you will be responsible for the transfer you initially requested.
- d. **Internal Review:** All funds transfer requests are subject to an internal review, which includes the recipient, and may not be approved. In addition, we may need to contact you to verify information about your funds transfer during that internal review. During our internal review, we may subtract funds from your account or place a hold on your account and it may result in processing delays. Once we have released the funds transfer, the recipient's bank may delay credit to the recipient due to their own internal review processes.
- e. **Notifications:** You may see the status of your funds transfer on the Digital Platform. You may also contact us for the status of your funds transfer via our Embedded Banking Service Team telephone number, which can be found on the Digital Platform, and on the reverse side of your debit card (should you have one). Alternatively, you may raise an inquiry to us through the Digital Platform's self-service tool. Any other information we may provide upon successfully scheduling a funds transfer is only an indication that we've received your request and not an indication that we've accepted your funds transfer.

5. Identifying Number

We or any other bank involved in the funds transfer will complete your funds transfer request using the account number or bank identification number you provide, even if the numbers do not match the recipient's or bank's name. ***If you provided us an incorrect account number for the recipient or an incorrect routing or identification number for the recipient's bank, you could lose the amount of the transfer.***

6. Payment Route

We may use any funds transfer system we believe reasonable to complete your request, regardless of any instructions you might give us. If we also are the recipient's bank, we may complete your request using an internal transfer. You are responsible for all fees and taxes, including our fees and any fees charged by other funds transfer systems or banks involved in the transfer.

7. Funds Transfer System Rules and Laws

The use of this service is subject to all applicable U.S. federal and state laws, regulations, rules and funds transfer arrangements, including the respective state's Uniform Commercial Code Article 4A, as may be applicable, which, in the event of a conflict with this Agreement, will govern. All of your funds transfers must comply with U.S. laws, including the regulations and economic sanctions administered by the U.S. Treasury Department's Office of Foreign Asset Control and other applicable laws.

8. Failure to Perform; Limitation of Liability

We are only responsible for performing the services specified in this Agreement. Except as otherwise agreed in writing, we are liable only for damages required to be paid as provided under UCC 4A or, to the extent applicable

Regulation E, subpart B. Except as required by Regulation E, subpart B, as applicable, we will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed our agent. We will not be liable for the failure or delay of any funds transfer or for failing to meet other obligations in the Agreement because of circumstances or causes beyond our control, including governmental, legal or regulatory restrictions or prohibitions, third party actions, natural disasters, equipment or system failures, labor disputes, wars or riots. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Contact Us in the Event of an Error

We will not be responsible for any delays in payment or additional fees caused by your failure to promptly notify us. You will exercise ordinary care to determine whether a funds transfer request we accepted and subtracted from your account was either in error or not authorized. In the event of an error or unauthorized funds transfer, you agree to notify us within 30 calendar days after we make such a statement available on the Digital Platform. You agree that we are entitled to retain payment for a funds transfer unless you notify us within this 30-day period.

10. How to contact us

In case of errors or questions about your funds transfers please contact us via our Embedded Banking Service Team telephone number, which can be found on the Digital Platform. Alternatively, you may raise an inquiry to us through the Platform's self-service tool.

Addendum:

Real-Time Payments Service

Last updated: 10/04/2021

This Addendum governs your use of the service that allows you to send or receive payments to other Persons (the **"Real-Time Payments Service"** or for purposes of this Addendum, the **"Service"**). By sending payments or receiving payments through the Real-Time Payments Service, you agree that you accept and will comply with the terms and conditions set forth in this Agreement. If you wish to return a payment received through the Real-Time Payments Service, you must contact us via our Embedded Banking Service Team telephone number, which can be found on the Digital Platform. Alternatively, you may raise an inquiry to us through the Platform's self-service tool.

1. About the Real-Time Payments Service

The Real-Time Payments Service enables you to send payments to and receive payments from Persons that bank with a financial institution that participates in the Real-Time Payments System, including JPMC (each a **"Service Participant"**), which includes the ability to send payments to your accounts with other Service Participants.

2. Sending Funds

You may initiate a payment from a Sender to a Receiver through the Real-Time Payments Service (a **"Service Transfer"**) by submitting a request (a **"Service Transfer Request"**) through the Digital Platform we may make available from time to time. When you submit a Service Transfer Request, you will be required to provide Receiver Addressing Information for the Receiver and the amount of funds that the Sender directs the Sending Financial Institution to transfer to the Receiver (the **"Service Transfer Amount"**). By submitting a Service Transfer Request, you represent and warrant that the Service Transfer complies with these Terms.

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to deduct the Payment Amount from your account. We may deduct this amount immediately upon receipt of your submission of the Service Transfer Request. For purposes of this Addendum, **"Payment Amount"** refers to the Service Transfer Amount plus any fees payable by you to us in conjunction with the applicable Service Transfer.

We may establish transaction limits for you and may block any attempted Service Transfer that exceeds the limit(s). We may adjust the limits at any time in our sole discretion. We will notify you of such adjustments.

3. Risks Associated with the Real-Time Payments Service

There are risks associated with using the Real-Time Payments Service. Service Transfers are irrevocable and cannot be reversed. You should only use the Real-Time Payments Service to make payments to Persons that you know. If you receive a request for payment through the Real-Time Payments Service, you should verify that the request relates to a payment you were expecting to make to the Person who requested payment. If a request for payment that you receive through the Real-Time Payments Service does not relate to a payment you were expecting to

make to the Person who requested payment, please notify us at our Embedded Banking Service Team telephone number, which can be found on the Digital Platform. If a Person contacts you outside of the Real-Time Payments Service and asks for payment, you should verify the identity, legitimacy and contact information of the requestor and the amount of the payment prior to **submitting a Service Transfer Request**. If you send payment to a Person that you do not know, or you do not verify the identity and legitimacy of Persons who contact you and ask for payment, you may lose the full amount of your payment.

We do not provide buyer protection with respect to Service Transfers. That means that you cannot reverse or dispute a Service Transfer on the basis that you are dissatisfied with the goods or services provided by the Receiver; because the Receiver has failed to deliver goods or perform services, whether at all or in a timely manner; or because you wish to return purchased goods or cancel a pre-paid service.

The Real-Time Payments Service does enable you to request that a Receiver return funds to you, but the Receiver is not obligated to return the funds. This includes circumstances in which the incorrect amount of funds was transferred because you entered the incorrect Service Transfer Amount or funds were sent to someone other than your intended Receiver because you incorrectly entered the Receiver Addressing Information or the Receiver Addressing Information you entered was associated with someone other than your intended Receiver. If you wish to request that a Receiver return funds that you sent through the Real-Time Payments Service (a **“Return Request”**), please contact us via our Embedded Banking Service Team telephone number, which can be found on the Digital Platform. Our sole obligation is to transmit the Return Request to the Receiving Financial Institution through the Real-Time Payments Service. We cannot guarantee that funds will be returned in whole or in part and shall have no obligation to make any effort to recover such funds beyond the transmission of the Return Request. For purposes of this Addendum, **“Receiving Financial Institution”** refers to us, when you are the Receiver, and the Receiver’s financial institution, when you are the Sender.

Any dispute between you and a Receiver must be resolved directly between you and the Receiver. We have no responsibility for, and shall not be liable to you in connection with, any dispute between you and a Receiver.

By submitting a Service Transfer Request, you irrevocably and unconditionally authorize us to initiate a payment using the Receiver Addressing Information. Based on information available to us, we will provide you the Receiver name associated with the Receiver Addressing Information. **HOWEVER, WE MAKE NO REPRESENTATION THAT THE INFORMATION AVAILABLE TO US IS CORRECT, AND YOU ARE RESPONSIBLE FOR VERIFYING THAT THE RECEIVER ADDRESSING INFORMATION IS ACCURATE AND COMPLETE, THAT SUCH INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER, AND THAT THE AMOUNT OF THE PAYMENT IS CORRECT PRIOR TO SUBMITTING A SERVICE TRANSFER REQUEST. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE NO OBLIGATION TO VERIFY THE**

ACCURACY OR COMPLETENESS OF THE RECEIVER ADDRESSING INFORMATION OR THAT THE RECEIVER ADDRESSING INFORMATION IS ASSOCIATED WITH YOUR INTENDED RECEIVER. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, OUR SOLE OBLIGATION SHALL BE TO INITIATE A PAYMENT THROUGH THE REAL-TIME PAYMENTS SERVICE IN THE SERVICE TRANSFER AMOUNT INDICATED BY YOU USING THE RECEIVER ADDRESSING INFORMATION PROVIDED BY YOU. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, WE SHALL HAVE NO LIABILITY TO YOU WITH RESPECT TO ANY LOSS THAT YOU EXPERIENCE DUE TO THE INACCURACY OR INCOMPLETENESS OF SUCH RECEIVER ADDRESSING INFORMATION, THE FAILURE OF SUCH INFORMATION TO BE ASSOCIATED WITH YOUR INTENDED RECEIVER, OR YOUR FAILURE TO CORRECTLY ENTER THE RECEIVER ADDRESSING INFORMATION OR THE SERVICE TRANSFER AMOUNT.

4. Receiving Payments

You are not obligated to accept a payment that is sent to you through the Real-Time Payments Service. If you wish to reject a payment sent to you through the Real-Time Payments Service, please contact us via our Embedded Banking Service Team telephone number, which can be found on the Digital Platform. A Sender may request a return of funds sent through the Real-Time Payments Service. If we receive a return request, we will contact you.

We may set a transaction limit for outgoing payments you make using the Real-Time Payments Service in connection with a request for payment, in which case we will provide you with notice of the amount of such limit. Any such transaction limit may change from time to time. If you receive a request for payment that exceeds the transaction limit, you may make a partial payment up to the transaction limit, subject to any limitations or restrictions on receipt of payment by the Receiver.

5. Failed Service Transfers

A Service Transfer may fail if:

- a. there are insufficient funds available in the Sender's account when the Sender submits the Service Transfer Request;
- b. the Sending Institution or Receiving Institution suspects or determines that the Service transfer does not comply with these terms or the rules of the real-time transfer system that is accessed through the Real-Time Payments Service;
- c. the Receiver rejects the Service Transfer or has declined to receive Service Transfers;
- d. the Service Transfer Request exceeds the Sender's limit(s);
- e. the Receiver's account at the Receiving Institution is closed, invalid, ineligible to receive Service Transfers, or being monitored for suspected fraudulent or other illegal activity;
- f. the Sender's account at the Sending Institution is being monitored for suspected fraudulent or other illegal activity;
- g. the Sending Institution or Receiving Institution otherwise declines to process the Service Transfer for risk-management, legal, or regulatory reasons; or
- h. the Real-Time Payments Service is unavailable.

In addition, completion of a Service Transfer may be delayed if the Service Transfer is subject to review by the Sending Institution or Receiving Institution for fraud, regulatory or compliance purposes. Service Transfer Requests are typically completed within fifteen (15) seconds of transmission of the Service Transfer Request by the Sender, unless the Service Transfer fails or is delayed as described above.

If you are the Sender, we will notify you if a Service Transfer fails. If you are the Receiver, we will not communicate to you that the Service Transfer has failed. If you have not received a Service Transfer that you were expecting, you must contact the Sender.

6. Availability of Funds

Funds transferred through the Real-Time Payments Service will be credited to the Receiver's account by the Receiving Institution immediately upon completion of the Service Transfer Request, and will be available for withdrawal by the Receiver immediately. Except as otherwise set forth in this Agreement, funds are available immediately 24 hours per day, 7 days per week, including weekends and state and federal holidays.

7. Prohibited Payments

You agree that you shall not use the Real-Time Payments Service to make or receive any of the following types of payments (each, a "**Prohibited Payment**"): (a) payments that violate or appear to violate any local, state, or federal law or regulation; (b) payments to accounts domiciled outside the United States; (c) payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a "**Test Payment**"), provided, that you may conduct a Test Payment if you have a bona fide need to do so in order to determine the validity of Receiver Addressing Information provided to you by a Receiver that wishes to receive a payment from you; or (d) any other payment that violates this Agreement.

You acknowledge that you are permitted to use the Real-Time Payments Service solely for the purpose of making or receiving payments: (a) on your own behalf; or (b) on behalf of Persons that are resident of or domiciled in the United States of America. If you make or receive payments on behalf of another Person, you must comply with all applicable laws, rules, and regulations in conjunction with such payments, including all regulations of the Office of Foreign Assets Control. You acknowledge that any payment that violates the foregoing restrictions is a Prohibited Payment.

Addendum:

Terms for Adding Your Embedded Banking Card to a Third Party Digital Wallet

Last updated:10/04/2021

This Addendum contains the terms for adding your Embedded Banking Card to a third party digital wallet. These terms (the “**Terms**”) apply when you choose to add a JPMC Embedded Banking debit card (“**Debit Card**”) to a digital wallet or other payment service managed or owned by a third party (“**Wallet**”). In these Terms, “you” and “your” refer to the cardholder of the Debit Card, and “we,” “us,” “our,” and “Chase” refer to the issuer of your Debit Card, JPMorgan Chase Bank, N.A.

When you add a Debit Card to a Wallet, you agree to these Terms:

1. Adding Your Debit Card

You can add an eligible Debit Card to a Wallet by following the instructions of the Wallet provider. Only Debit Cards that we determine are eligible can be added to the Wallet. If your Debit Card or underlying account is not in good standing, that Debit Card will not be eligible to be added to or enrolled in the Wallet. We may determine other eligibility criteria in our sole discretion. When you add a Debit Card to a Wallet, the Wallet may allow you to (a) use the Debit Card to (i) enable transfers of money between you and others who are enrolled with the Wallet provider or a partner of such Wallet provider, and/or (ii) enter into transactions where the Wallet is accepted, including the ability to use the Debit Card to complete transactions at participating merchants' physical locations, and e-commerce locations; and (b) use other services that are described in the Wallet provider's agreement or that they may offer from time to time. The Wallet may not be accepted at all places where your Debit Card is accepted. We reserve the right to terminate our participation in a Wallet or with a Wallet provider at any time and the right to designate a maximum number of Debit Cards that may be added to a Wallet.

2. Your Debit Card Terms Do Not Change

The terms and agreement that govern your Debit Card do not change when you add your Debit Card to a Wallet. The applicable account agreement that governs the Debit Card, as amended from time to time, is incorporated by reference as part of these Terms. Please review those agreements, as applicable, for important information on your rights and responsibilities when making transactions through a Wallet. The Wallet simply provides another way for you to make purchases or other transactions with the Debit Card.

3. Applicable Fees

Any applicable interest, fees, and charges that apply to your Debit Card or underlying account will also apply when you use a Wallet to access your Debit Card. Chase does not charge you any additional fees for adding your Debit Card to the Wallet or using your Debit Card in the Wallet. The Wallet provider and other third parties such as wireless

companies or data service providers may charge you fees. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your Debit Card information transmitted by a Wallet and you shall comply with any and all applicable tax laws in connection therewith.

4. JPMC Is Not Responsible for the Wallet

JPMC is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of the Debit Card in the Wallet. We are not responsible for any failure of the Wallet, for any errors, delays caused by or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third-party relationships that may impact your use of the Wallet.

5. Transaction History

You agree and acknowledge that the transaction history displayed in the Wallet solely represents our authorization of your Wallet transaction and may not reflect complete information about the transaction, nor any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for the Wallet provider's transaction history in connection with use of your Card in the Wallet may be preliminary and/or incomplete, and may not match the transaction amount that ultimately clears, settles, and posts to your Card's billing or monthly statement, which shall be deemed the prevailing document.

6. Contacting You Electronically and by Email or through Your Mobile Device

You consent to receive electronic communications and disclosures from us in connection with your Debit Card and the Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any Chase product, service or account, or through the mobile device on which you have downloaded the Chase Mobile app. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

7. Removing Your Debit Card from the Wallet

You should contact the Wallet provider on how to remove a Debit Card from the Wallet. We can also block a Debit Card in the Wallet from certain transactions or purchases at any time.

8. Governing Law and Disputes

These Terms are governed by federal law and, to the extent that state law applies, the laws of the state that apply to the agreement under which your Debit Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your Debit Card agreement.

9. Ending or Changing these Terms; Assignments

We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. Your use of a Debit Card in a Wallet after we have made such changes available will be considered your agreement to the changes. We will provide notice if required by law. We can also assign these Terms. Furthermore, subject to applicable law, at any time we may (i) terminate your use of any Debit Card in connection with a Wallet, (ii) modify or suspend the type or dollar amounts of transactions allowed using Debit Cards in connection with a Wallet, (iii) change a Debit Card's eligibility for use with a Wallet and/or (iv) change the Debit Card authentication process. You cannot change these terms, but you can terminate these Terms at any time by removing all Debit Cards from the Wallet. You may not assign these Terms.

10. Notices

We can provide notices to you concerning these Terms and your use of a Debit Card in the Wallet by posting the material on the Digital Platform, through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. You may contact us via our Embedded Banking Service Team telephone number, which can be found on the Digital Platform, and on the reverse side of your Debit Card. Alternatively, you may raise an inquiry to us through the Platform's self-service tool.

11. Limitation of Liability; No Warranties

WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING A DEBIT CARD TO A WALLET, OR YOUR ACCESS OR USE OF A WALLET. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE WALLETS.

12. Questions

If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider.

Your EB Debit Card is provided by JPMorgan Chase Bank, N.A. Member FDIC

Attachment C

Pilot Terms and Conditions – Addendum to the Embedded Banking Account Agreement

These Pilot Terms and Conditions supplement your Embedded Banking Account Agreement and set forth the terms of your participation in a short-term pilot program (“**Pilot**”) with JPMorgan Chase Bank, N.A. (“**JPMC**”, or, “**we**,” “**us**,” “**our**”) to be one of the first users of our Embedded Banking offering (the “**Program**”) in conjunction with Platform Provider. As a Pilot user, you will test and evaluate a digital demand deposit business bank account with related pay in/out functions for your business. These are the terms and conditions that govern your participation in the Pilot (the “**Pilot Terms**”).

1. Overview of Pilot.

- You will, or already have, received a JPMC link to complete the Program application and sign-up process.
- As part of the application process, you will agree to our standard Embedded Banking Account Agreement. Your use of the Program will be governed by such terms of service, which are deemed to be incorporated into these Pilot Terms, and if you violate them, we expressly reserve the right to terminate this agreement and your access to the Pilot and Program. In the case of any conflict between the Embedded Banking Account Agreement and this agreement, this agreement shall control.
- By submitting an Embedded Banking Account application, or by using any of our Embedded Banking Account services, you and anyone else identified as an owner of the Embedded Banking Account agree to these Pilot Terms
- Upon JPMC approval, you will be able to access the Program through a JPMC fully-hosted pre-general availability solution (i.e., JPMC will fully manage the user interface and banking platform, including user authentication and entitlement).
- The features and functionalities that you will have access to as part of the Pilot may be limited. For example, during the Pilot, if and when you request a debit card, while you will have immediate access to a virtual card, it may take longer than the standard 3-5 business days to receive a physical card.
- By accepting these Pilot Terms, you opt out of receiving payments through The Clearing House’s Real Time Payments (RTP) network for the duration of the Pilot.
- There may be daily dollar limits on your ability to use certain payment rails and/or for your Embedded Banking Account in general. You will be notified through the Program if and when applicable.
- JPMC may release additional features and functionality of the Program as they become available. JPMC has the right to modify such features and functionality at any time, including the user interface and appearance.
- Caterease and JPMC may solicit feedback from you as to the Pilot and Program, as further described herein.
- As part of the Pilot, we may use certain of your feedback and aggregated data in connection with Program improvements and modifications.

2. Pilot Duration; Termination. Your participation in the Pilot will begin once your Embedded Banking Account is opened and will conclude on the earlier of (i) March 31, 2023, or (ii) after 20 business days’ prior written notice from JPMC. JPMC also reserves the right to extend the Pilot phase in its sole discretion. For the avoidance of doubt, the end of the Pilot phase will not terminate your Embedded Banking Account

Agreement. The only way for you to terminate your participation in the Pilot before the Pilot ends is to close your Embedded Banking Account; please see *Closing Your Account* in the Embedded Banking Account Agreement for more information. The parties' rights and obligations under these Pilot Terms will survive termination of this agreement.

3. Voluntary. Your participation in the Pilot is voluntary and can be terminated by you at any time in accordance with Section 2 above. You are not required to make use of the Program even if you have agreed to participate in the Pilot. You agree that we are only providing you with a digital demand deposit banking account and are not acting in any other capacity (including, without limitation, as an agent or representative of you or your business).

4. Fees Waived. We will waive any applicable fees in connection with the Pilot offering of the Program, subject to JPMC's sole discretion. Should JPMC determine fees will be charged, you will be provided with notice of the same and an updated Fee Schedule, as set forth in the Embedded Banking Account Agreement.

5. Feedback; Research Recordings. By participating in the Pilot, you will be expected to provide feedback, analysis, suggestions and comments to Caterease and/or JPMC (collectively, "Feedback") regarding the Program. Feedback may be related to, but is not limited to, the interface, interaction with the Program, and your opinion of the Program. We may ask you to participate in research interviews related to the Pilot which may include audio/video recordings (a "Recording"). You consent to the use of your Feedback and any picture, likeness, voice and material derived from any Recording by us, solely for our internal business purposes and not for any public purpose, such as advertising. All Feedback and property rights in your picture, likeness, voice and other material derived from the Recording shall belong to us and our respective successors and assigns, and you release us and our agents, contractors, employees and assigns from any and all claims you may have now or in the future relating to your Feedback or the Recording. You represent and warrant that any Feedback given by you is original work made solely by you and does not infringe any third-party intellectual property rights.

6. Proprietary Rights. JPMC is the owner of all right, title, and interest in and to the Pilot Program and to any and all updates, modifications, or enhancements thereof. JPMC shall have the right to use any Feedback and other data collected as part of the Pilot for Program improvements and for JPMC's business purposes.

7. Use and Ownership of Your Information. The terms and conditions of the Embedded Banking Account Agreement shall govern the use and ownership of your information during the Pilot. Please see the *Safeguarding Your Information* for more details.

8. Indemnity. You agree to indemnify and hold us, our agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) resulting directly or indirectly from (a) JPMC's provision of the Pilot and all related services, (b) your acts or omissions, (c) your breach of this agreement, (d) your fraud, manipulation, or other legal violation, or (e) your infringement or violation of any property or other right of any third party your breach of any representation or warranty or any of your obligations under this agreement. The obligations hereunder will extend to indemnification based on the acts and omissions of your employees, consultants, and agents.

9. Disclaimer of Warranties. WE PROVIDE NO LICENSE OR WARRANTIES REGARDING THE PILOT APPLICATION OR ANY OF ITS FEATURES. ALL INFORMATION, SOFTWARE, HARDWARE, PRODUCTS AND OTHER

CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) ARE PROVIDED ON AN "AS-IS," "WHERE-IS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE ANY PRODUCTS IN CONNECTION WITH THE PILOT OR THE PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE PILOT, ALL INFORMATION, PRODUCTS AND FEATURES, SOFTWARE, HARDWARE AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE POC APPLICATION OR ANY OF THE WEBSITES THE APPLICATION IS HOSTED ON. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS. YOU AGREE THAT WE ARE UNDER NO OBLIGATION TO (A) PROVIDE TECHNICAL SUPPORT UNDER THE TERMS OF THIS AGREEMENT, (B) TO CONTINUE TO DEVELOP, PRODUCTIZE, SUPPORT, REPAIR, OR IN ANY OTHER WAY CONTINUE TO PROVIDE OR DEVELOP THE PILOT, OR (C) PROVIDE ASSURANCE THAT ANY SPECIFIC ERRORS OR DISCREPANCIES IN THE PILOT WILL BE CORRECTED.

10. Limitation of Liability. IN NO EVENT SHALL JPMC, ITS EMPLOYEES, AGENTS, ATTORNEYS, CONSULTANTS, OR CONTRACTORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT ARISE FROM, REGARD OR RELATE TO, OR RESULT FROM THE ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) OR AVAILABILITY OF (OR UNAVAILABILITY OF) THE PILOT, THE PROGRAM, OR ANY RELATED PRODUCTS OR FEATURES, REGARDLESS OF THE FORM OF THE ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE ARE LIABLE ONLY FOR REASONABLY FORESEEABLE DAMAGES DIRECTLY CAUSED BY AN ACT THAT IS (A) WITHIN OUR DIRECT CONTROL, (B) IN BREACH OF OUR OBLIGATIONS UNDER THIS AGREEMENT AND (C) WHICH CONSTITUTES GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. WE ARE NOT RESPONSIBLE FOR YOUR OR YOUR RELATED PERSONS' INACTIONS, OMISSIONS, DELAYS OR FAILURES OR THOSE OF ANY THIRD PARTIES.

11. Unlawful or Prohibited Use. You agree to only use the Pilot Program for bona fide lawful purposes and not in violation of any applicable law or regulation, or in any other manner that, expressly or implicitly, violates the terms of this agreement.

12. Entire Agreement. This agreement and the Embedded Banking Account Agreement (as may be modified by this agreement) constitute the entire agreement between the parties for the Pilot. No amendments or modifications hereto shall be valid unless agreed to in writing by the parties hereto. You hereby represent and warrant to us that you have the full power, right, and authority to enter into these Pilot Terms.