



PAYMENT SERVICES AGREEMENT

Payment Services Agreement (the “Agreement”) dated February 12, 2026 (the “Effective Date”) between cPayPlus, LLC, d.b.a. REPAY, a Utah limited liability company with its primary place of business located at 230 W Towne Ridge Parkway, Sandy, UT 84070 (“REPAY”), and Brecksville-Broadview Heights City School District, an Ohio governmental entity with its primary place of business located at 6638 Mill Road, Brecksville, Ohio 44141 (“Customer”) (collectively, the “Parties” and each individually a “Party”).

BACKGROUND

Customer wishes to enter into an agreement to use REPAY for payment services. REPAY provides services designed to streamline payment execution processes. REPAY’s software-as-a-service (SaaS) solution is a payments outsourcing service that provides electronic payment processing, via ACH and virtual credit card payments, and printed & mailed check payments. REPAY also provides vendor enablement and vendor data management services to facilitate the delivery of payments. REPAY provides for a payment portal (the “System”, as defined below) in order to facilitate vendor payments on behalf of customer.

After initial set up and testing, Customer can transmit their vendor payment file concerning the payment of an outstanding invoice(s) for one or more of its vendors through the System. The payment file submitted by Customer may contain virtual credit card, ACH and paper check payment requests into the REPAY System and must be in a form as required by the System. REPAY will facilitate payments through an FBO “for the benefit of” account on behalf of Customer to facilitate all transactions (check, ACH, virtual card funding), and such FBO account will be established at REPAY’s partner bank as a Custodial Account subject to the terms provided in the **Payment Services Agreement – Custodial Account Terms Addendum**. The Customer will initiate the funding of the Custodial Account through the REPAY System. Customer’s payment files will be processed and payments will be submitted to applicable vendors via virtual credit card, ACH, and check, as applicable, through the System.

Accordingly, the Parties agree as follows:

DEFINITIONS:

“Authorized User” means designated employee(s) identified by Customer to create and transmit payment files to the System and approve and facilitate funding of designated disbursement Custodial Account(s).

“Custodial Account” means a FBO bank account established at REPAY’s partner bank and established by REPAY for the benefit of Customer.

“Go-Live Date” means the date of Customer’s first payment to a vendor through the System and System Services.

“Implementation Services” means the services performed by REPAY to integrate and facilitate the operational use of the System and System Services by Customer.

“System” means the REPAY Payables Platform used to receive Customer payment files, facilitate the funding of Custodial Account(s) used for disbursement, facilitate the execution of Customer payments via check, ACH, and/or virtual credit card, and to receive and display reconciliation data related to the various payment methods.

“System Services” means the identification of vendor payment method and enrollment of vendor in electronic payment methods (ACH or virtual card).

“Volume Commitment” means the minimum payment volume that Customer shall process through the System, as established in Schedule A, attached hereto.

PAYMENT PORTAL SERVICES:

1. **System Use.** Customer agrees to use the System and System Services and related documentation (“Documentation”) only in the ordinary course of its internal business operations; and Customer’s Authorized Users will use the System and System Services only in accordance with the Documentation.
2. **Business Hours.** During REPAY normal business hours (7:00 AM to 7:00 PM ET), REPAY will provide telephone support regarding Customer’s use of the System Services.
3. **Customer Acknowledgments.** Customer acknowledges REPAY will facilitate payments to vendors according to the data provided to the REPAY portal via Customer’s payment file. Customer shall be responsible for ensuring that all payment file submission and approval authorization rights are accurate for each of Customer’s user accounts. Customer shall provide payment files in accordance with the technical specifications required by REPAY for the System and System Services. Customer shall provide payment files with complete and correct data, information, and instructions for each payment intended to be processed through the System and System Services. Customer acknowledges that REPAY will facilitate payments to third-party vendors according to the data provided in Customer’s payment files, and according to each third-party vendor’s preferred method of payment. Upon commencing use of the System Services, Customer may provide REPAY with existing vendor payment data (vendor information, vendor bank account information, etc.). Customer acknowledges and agrees that any existing vendor payment data provided by Customer to REPAY shall be accurate, and that Customer has obtained and maintained records of any required authorizations for use of a vendor payment method. To the extent permitted by Ohio law, Customer is responsible for its own negligent acts and omissions regarding REPAY and its partners. Customer further acknowledges REPAY will not be responsible for payments facilitated in error as a result of erroneous or incorrect data provided in Customer’s payment file(s). Customer must notify REPAY of any disputed payment transactions within sixty (60) days of the transaction date or such payment transaction will be deemed undisputed and accepted by Customer. Any disputed credit card transactions (virtual or physical card) are subject to the applicable payment card network rules and regulations, and REPAY is not liable for any such disputed credit card transactions unless such disputed transaction is (i) directly attributable to an error by REPAY or (ii) successfully charged back through the applicable card network’s dispute resolution process.
4. **Customer Authorization.** Customer hereby (i) authorizes and instructs REPAY to establish the necessary Custodial Account(s) to be opened at REPAY’s partner bank for the benefit of Customer, (ii) acknowledges that the Custodial Account Terms attached hereto as the **Payment Services Agreement – Custodial Account Terms Addendum** constitute a legally binding agreement between Customer, REPAY, and REPAY’s partner bank, to which Customer agrees to comply with, and (iii) acknowledges that to the extent of any inconsistencies between the terms and conditions of this Agreement and the Custodial Account Terms, the terms and conditions of the Custodial Account Terms shall prevail as applicable to the Custodial Account Terms, and the terms and conditions of the Agreement shall prevail as applicable to the Agreement.
5. **Authorized Users.** Each of Customer’s Authorized Users will be provided credentials (user ID & password) to access the System. Customer agrees to hold the credentials in strict confidence and to educate Authorized Users to hold in strict confidence to avoid any compromise of the System.
6. **System Availability.** Customer acknowledges that availability of System Services is subject to normal System downtime and that REPAY is not responsible for delays or inability to access services caused by communications problems.
7. **Term.** This Agreement shall commence on the Effective Date and continue in effect for thirty-six (36) months from the Go-Live Date. This Agreement shall renew only upon mutual written agreement of the Parties and subject to the annual appropriation of funds by Customer’s Board of Education.
8. **Effects of Termination.** Customer will be obligated to pay for services rendered through the date of termination, including transactional or postage fees associated with processing payments, vendor enablement fees (per attached fee schedule), any other fees incurred, whether they have been invoiced or not, as a result of use of System and System Services.
9. **Warranty Disclaimer.** REPAY warrants that it will provide Services in accordance with the standards and practices of care, skill, and diligence customarily observed by similar firms under similar circumstances at the time the services are rendered, and that all services shall comply with applicable laws and agreed specifications. Except for the preceding sentence, REPAY makes no representations or warranties with respect to the System and System Services, and the System and System Services are provided or made available to Customer on an “As Is” basis. Except as expressly set forth above, REPAY specifically disclaims all warranties of any kind, whether express or implied, including but not limited to, the implied warranties of merchantability or fitness for a particular purpose, title, non-infringement of third-party rights, and accuracy of data.

- a. Customer warrants that it shall not do, attempt to do, nor permit any affiliate or other person to do, any of the following: (a) create or recreate the source code for the System, or re-engineer, reverse engineer, decompile or disassemble the System; or (b) modify, adapt, translate or create derivative works based upon the System or Documentation, or combine or merge any part of the System or Documentation with or into any other software or documentation; or (c) refer to or otherwise use any REPAY Proprietary Items as part of any effort to develop a program having any functional attributes, visual expressions or other features similar to those of the System or to compete, directly or indirectly, with REPAY; or (d) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in any REPAY Proprietary Item, or fail to preserve all copyright and other proprietary notices in any copy of any REPAY Proprietary Item made by Customer; or (e) sell, market, license, sublicense, distribute or otherwise grant to any person, including any outsourcer, vendor, consultant or partner, any right to use any REPAY Proprietary Item; or (f) use the System or System Services to conduct any type of service bureau or time-sharing operation or to provide remote processing, network processing, network telecommunications or similar services to any person, whether on a fee basis or otherwise. As used herein, "Proprietary Items" means, collectively, the System and Documentation, the object code and the source code for the System, the visual expressions, screen formats, report formats and other design features of the System, all future modifications, revisions, updates, releases, refinements, improvements and enhancements of the System or Documentation, all adaptations or derivative works (as such term is used in the U.S. copyright laws) based upon any of the foregoing, and all copies of the foregoing.
10. **Limitation of Liability.** REPAY'S SOLE RESPONSIBILITY, AND CUSTOMER'S SOLE REMEDY, FOR DAMAGES FOR ERROR, DELAY, OR ANY ACTION OR FAILURE TO ACT SHALL BE LIMITED TO DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER WITH RESPECT TO THE DEFECTIVE SERVICE CAUSING THE DAMAGE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE LOSS. EXCEPT AS OTHERWISE SET FORTH HEREIN, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
11. **Indemnification.** To the extent permitted by Ohio law, Customer is responsible for its own negligent acts and omissions. The foregoing obligations are conditioned on REPAY notifying Customer promptly in writing of such claim, giving Customer sole control of the defense thereof and any related settlement negotiations, and cooperating, at Customer's request and expense, in such defense; provided that Customer shall not settle any such claim in a manner that does not unconditionally release REPAY without REPAY's written consent.
12. **Confidentiality.** Each Party ("Receiving Party") agrees that it will not make use of, disseminate, or in any way disclose the other Party's ("Disclosing Party") Confidential Information to any person, firm, or business, except as authorized by this Agreement and to the extent necessary for performance of this Agreement. The Receiving Party agrees that it will disclose Confidential Information only to those of its employees and contractors who need to know such information. The Receiving Party agrees that it will treat all Confidential Information of the Disclosing Party with the same degree of care as it accords its own Confidential Information; the Receiving Party represents that it exercises reasonable care to protect its own Confidential Information. "Confidential Information" means any information of the Disclosing Party that the Receiving Party knows, or reasonably should know, is confidential or proprietary to the Disclosing Party. The foregoing will not prevent either Party from disclosing information which belongs to such party or is (i) already known by the recipient party without an obligation of confidentiality; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party; (iv) independently developed by the Receiving Party without use of the confidential information of the other party; (v) disclosed without similar restrictions to a third party by the party owning the confidential information; (vi) approved by the other party for disclosure; or (vii) required to be disclosed pursuant to a requirement of a governmental agency or law (including the Ohio Public Records Act, ORC § 149.43) so long as the Disclosing Party provides the other Party with notice (if possible) of such requirement prior to any such disclosure. Customer acknowledges and agrees that REPAY may share and use Confidential Information provided under this Agreement with third party partners for the purposes of enhancing the System, providing the System Services, and facilitating payments under this Agreement. Any such use of Confidential Information shall be governed by confidentiality provisions no less restrictive than those in this Agreement. Upon termination of this Agreement, Receiving Party shall promptly cease using and destroy (with written certification of destruction) or return to the Disclosing Party,

all Confidential Information of such other party unless otherwise mutually agreed in writing by the Parties. The Parties agree that there is no adequate remedy at law for a breach of the confidentiality obligations set forth in this Section 12 and that a breach of such obligations would cause irreparable harm to the non-breaching party, and therefore the non-breaching party will be entitled to seek injunctive relief (without the need to post a bond or other security) against the breaching party in addition to any other rights or remedies available at law or in equity.

13. **Publicity.** Customer agrees that REPAY may, in its sole discretion, use Customer's name and may disclose that customer is a Customer of REPAY in advertising, press, promotion, marketing, and other similar public disclosures for the purpose of promoting REPAY business, and products and/or services of REPAY and its affiliates.
14. **Governing Law and Venue.** Any claim, dispute, or controversy of whatever nature arising out of or relating to this Agreement shall be governed by and construed under the laws of the State of Ohio without giving effect to its conflicts of law rules. Each Party hereby consents to the exclusive jurisdiction and venue of the state and federal courts located in the State of Ohio.
15. **Invoices.** REPAY will invoice Customer monthly for transaction and other fees incurred. Customer agrees to pay REPAY within 30 days from the date on any invoice from REPAY. Any Customer payment not received by REPAY within thirty (30) calendar days after the date of an invoice will be considered past due, and any past due amount will be subject to interest charges only as permitted by the Ohio Prompt Payment Act (ORC § 126.30)
16. **Incorporation.** All schedules, exhibits, and addendum attached hereto and referred to herein are hereby incorporated by reference and are made part of the Agreement.

To evidence the Parties' agreement to this Agreement, they have executed and delivered it on the Effective Date, as set forth in the preamble.

Agreed to and accepted by: CUSTOMER

Agreed to and accepted by: REPAY

Brecksville-Broadview Heights City School District

cPayPlus, LLC

By:



By:



Name:

Craig Yaniglos

Name:

Wade Eckman

Title:

Treasurer/CFO

Title:

SVP

Date:

2/11/2026

Date:

2/13/26



PAYMENT SERVICES AGREEMENT PRICING – SCHEDULE A

Payment file/API integration & testing	Included, no fee.
Check Payment – Print & Mail	\$1.50 per check including postage
Check Stop Payment Fee	\$40.00 per check, if a check is stopped for payment prior to becoming stale-dated (one-hundred thirty (130) days after check issuance)
Virtual Card Payment	Included, no fee. Monthly Incentive – Virtual Card Rebate paid as defined below.
ACH Payment (Customer Paid)	\$0.50 per ACH payment (includes emailed detailed remittance advice)
ACH Payment (Vendor Paid)	1.00% per transaction processing fee on ACH payment (includes emailed detailed remittance advice). Maximum Processing Fee = \$250.00 per transaction. Monthly Incentive – ACH Rebate paid as defined below.
Vendor enablement & management services	\$10.00 per ACH enrolled vendor, WAIVED for Customers actively using virtual card services. Will be retroactively charged for Customers that stop using services prior to end of term.
Merchant convenience fees	Added to payment amounts according to logic defined in Monthly Incentive below and deducted from rebate as outlined in Monthly Incentive below.

MONTHLY INCENTIVE – VIRTUAL CARD REBATE: For transactions settled through the MasterCard network, an incentive will be paid to the Customer according to the regular interchange schedule below for Customer’s spend volume for virtual card transactions and basis points for multi-card transactions using the Account. The incentive is paid monthly and is calculated each month based on the Customer’s previous month’s net spend volume.

In the event the interchange received for any transaction settled through the MasterCard network is less than 200 basis points (due to qualifying large ticket transactions or other discount interchange rates provided by the MasterCard rules), REPAY will pay Customer an incentive equal to the schedule designated for discounted interchange in the table below. In the event there are convenience fees charged by a merchant for accepting virtual card payment, REPAY will perform a calculation to determine if the incentive received minus the convenience fee is advantageous to Customer and if it is advantageous, the payment will be adjusted to accommodate the convenience fee and the convenience fee will be deducted from the incentive paid.

Rebate – Regular Interchange (based on monthly virtual card spend)	Rebate – Discounted Interchange (<200bps)
1.00%	0.50%

MONTHLY INCENTIVE – ACH REBATE: For vendor paid ACH transactions settled via REPAY’s ACH service, an incentive will be paid to the Customer which is equal to fifty percent (50%) of the revenue generated from the ACH fees collected from vendors receiving payment via ACH.



PAYMENT SERVICES AGREEMENT – CUSTOMER PROFILE INFORMATION

- 1. Customer Corporate Name: Brecksville-Broadview Heights City School District
- 2. Corporate Street Address: 6638 Mill Road
- 3. City, State, Zip: Brecksville, OH 44141
- 4. Assumed Name / DBA (if applicable): _____
- 5. DBA Street Address (if different from above): _____
- 6. City, State, Zip: _____
- 7. Main Business Phone: 440-740-4000 (No toll-free numbers)
- 8. Annual Revenue: 58 million
- 9. Federal Tax ID Number(s): 34-6000321
- 10. Business Formation / Start Date: N/A
- 11. SIC Code: 8211
- 12. Entity Type (Corp, Partnership, LLC or Sole Proprietor): Government Entity/Political Subdivision
- 13. Type of Business: Public Education
- 14. State of Formation / Incorporation: Ohio
- 15. Company Website: www.bbhcsc.org



CERTIFICATION OF BENEFICIAL OWNER(S)

IMPORTANT: The following information must always be up to date in our systems. You are required to contact us within 15 days of any changes to the below information. Failure to contact us of changes may result in suspension or termination of services.

Legal Entity Name: Brecksville-Broadview Heights City School District Legal Entity Address: 6638 Mill Rd, Brecksville, OH 44141 FEIN: 34-6000321 Name & Title of Individual Opening Account: Craig Yaniglos, Treasurer/CFO

Persons opening an account on behalf of a legal entity must provide the following information:

- Sections A & B: Private Corporations, Limited Liability Companies, Partnerships, Statutory Trusts, Educational Institutions (if not gov agency or non-profit), Entities that file with Secretary of State
Section B Only: Non-Profits, Pooled Investment Vehicles
Exempt: Publicly Traded Companies, Government Agencies, Unincorporated Associations, Sole Proprietorships, Natural Persons, Trusts, Financial Institutions, Insurance Companies, Public Accounting Firms

Does anyone own at least 25% of the business? Yes (please proceed to section A) No (please proceed to section B)

SECTION A: Please provide the following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed on the application:

Principal#1 Name: First, Middle Init, Last, SSN, % Ownership, Date of Birth, Title, Physical Home Address, City, State, Zip, Home Phone, DL# / State, Email Address

Principal#2 Name: First, Middle Init, Last, SSN, % Ownership, Date of Birth, Title, Physical Home Address, City, State, Zip, Home Phone, DL# / State, Email Address

Principal#3 Name: First, Middle Init, Last, SSN, % Ownership, Date of Birth, Title, Physical Home Address, City, State, Zip, Home Phone, DL# / State, Email Address

Principal#4 Name: First, Middle Init, Last, SSN, % Ownership, Date of Birth, Title, Physical Home Address, City, State, Zip, Home Phone, DL# / State, Email Address

*For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number. In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

SECTION B: Please provide the following information for one individual with significant responsibility for managing the legal entity listed on the application, such as (1) an executive officer or senior manager; or (2) any other individual who regularly performs similar functions (if appropriate, an individual listed in section (A) above may also be listed in this section (B)).

Controlling Position Name: Full Name, SSN, % Ownership, Date of Birth, Title, Home Address, City, State, Zip, Home Phone, DL# / State, Email Address

*For Foreign Persons: Passport Number and Country of Issuance, or other similar identification number. In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

CERTIFICATION OF BENEFICIAL OWNER(S)

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

By signing below, I attest that I have accurately provided the name, address, date of birth and Social Security Number (SSN) for the following individuals (i.e. the beneficial owners):

- (i) Each individual, if any, who owns directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
(ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)).

I, the undersigned Craig Yaniglos, certify that all of the information furnished above with regard to information for each individual, if any, who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above is complete and accurate. I also agree to notify REPAY of any change in the information provided within this certification.

Signature: [Handwritten Signature] Date: 2/11/2026



PAYMENT SERVICES AGREEMENT – CUSTODIAL ACCOUNT TERMS ADDENDUM

This Payment Services Agreement - Custodial Account Terms Addendum (the “**Terms**”) supplements and is made a part of that certain Payment Services Agreement (the “**Agreement**”) by and between cPayPlus, LLC, d.b.a. REPAY, acting as a service provider (“**Service Provider**”) and the entity which has executed Service Provider’s Payment Services Agreement (the “**Customer**”) (each a “**Party**” and collectively “**Parties**”). Capitalized terms not otherwise defined in these Terms have the meaning assigned to them in the Agreement.

- 1. Custodial Account.** Per the Agreement, Customer has appointed the Service Provider as its agent to (i) establish a Custodial Account at MVB Bank, Inc. (the “**Bank**”) for the benefit of the Customer, (ii) initiate payments and other services in connection with cash delivered from time to time to the Bank hereunder by, or at the direction of, the Customer, and income, distributions, and payments received by the Bank with respect thereto (collectively the “**Assets**”); and the Service Provider has agreed to act in such. Additionally, Bank agrees to perform standard custodial services and hold the Assets in a custody account established for the benefit of the Service Provider’s Customers (the “**Custodial Account**”), upon the terms and conditions set forth below.
- 2. Asset Delivery, Transfer, Custody, and Safekeeping.** The Parties agree to the following:
 - 2.1. To facilitate payments to the Customer’s vendors and payees, the Service Provider will initiate payment instructions to be delivered to the Bank.
 - 2.2. The payment instructions are submitted for the Customer’s sole behalf and not for an undisclosed third party.
 - 2.3. The payment instructions will cause the Customer from time to time deliver Assets to the Bank.
 - 2.4. The Bank will receive and accept such Assets into the Custodial Account upon appropriate file from the Service Provider.
 - 2.5. The Bank is not required to receive or hold Funds it deems to be unacceptable and will not disburse any Assets in the absence of Service Provider’s instructions or if such instructions are contrary to these Terms or the Agreement.
- 3. Powers of the Bank.** In the performance of its duties hereunder, the Bank will have the following powers, among others:
 - 3.1. To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to carry out the duties described and powers granted herein;
 - 3.2. To employ agents and to delegate duties to them as it sees fit, and to engage or consult with experts, advisors, and legal counsel (who may also be employed by the Customer) and to rely on information and advice received from such agents, experts, advisors, and legal counsel;
 - 3.3. To perform any and all other ministerial acts deemed by the Bank necessary or appropriate to the proper discharge of its duties hereunder;
 - 3.4. To require the Customer to establish and maintain a reserve account (“**Reserve Account**”) with the Bank to cover the Customer’s obligations under these Terms, the Agreement, and any other agreement between the Customer, Service Provider, and the Bank, including but not limited to any transactions related to the Services which (i) an indemnity obligation of Customer, (ii) breach of applicable laws, and/or (iii) breach of this Terms. The initial amount of the Reserve will be determined at the sole discretion of the Bank. The Bank will notify the Customer of any changes to the amount of the Reserve in writing (“**Reserve Amount**”). The Customer will remit the Reserve Amount within ten (10) business days from the Bank’s notice. If the Customer or the Service Provider fails or refuses to remit sufficient reserves promptly upon request, the Bank shall close the Custodial Account(s) with Customer and terminate the relationship described herein.
- 4. Service Provider’s Role and Responsibilities.**
 - 4.1. The Service Provider has entered into the Agreement with the Customer as per the Bank-approved version of the Agreement which fully incorporates these Terms.
 - 4.2. The Customer has granted the Service Provider limited authority to act as its designated agent for purposes of the Custodial Account and Appropriate Instructions. Among other things, Customer now expressly authorizes Service Provider to (i) perform the administrative account services; (ii) maintain records of Customer’s Assets in the Custodial Account and all Payments; (iii) authorize and direct the Bank to disburse Payments to Users; (iv) make individual Payment information available to applicable Users; (v) disclose to the Bank information regarding

Customers and its users; and (vi) take any other action that Service Provider deems necessary or desirable to carry out the transactions in accordance with the Agreement.

- 4.3. The Bank will provide detailed account activity to the Service Provider via the online banking platform. Such access will contain a general ledger for all activity and Assets in the Custodial Account. The Customer waives any written notification requirements of individual Custodial Account transactions and will rely solely on monitoring Custodial Account activity through the Service Provider's System or other such means as provided by the Service Provider. The Service Provider's receipt of account activity will constitute receipt by the Customer for all purposes under the terms, conditions, and agreements governing the Custodial Account. Any passage of time in these Terms, conditions, and agreements governing the Custodial Account that begins on the date of receipt of an account statement will be triggered by, and commence on, the date that the Service Provider is provided such account statement.
- 4.4. The Service Provider will be responsible for the review of all reports, accountings, and other statements provided by the Bank, and shall within twenty (20) days following receipt notify the Bank of any mistakes, defects, or irregularities contained or identified therein, after which time all such matters shall be presumed to be ratified, approved and correct and shall not provide any basis for claim or liability against the Bank.
- 4.5. The Service Provider will track all Assets deposited and withdrawn from the Custodial Account and keep records of all payments made to third parties (the "Account Record"). The Service Provider will provide a copy of the current Account Record to the Bank within a reasonable time, but in any event within at least one (1) business days of the Bank's written request.
- 4.6. Upon receipt of Appropriate Instructions (as defined below), the Bank will deliver Assets in accordance with Section 5 below, being the sole responsibility of the Service Provider to provide any transfer documentation as may be required by the Bank.
- 4.7. The Bank will have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided in these Terms or pursuant to Appropriate Instructions.

5. Instructions from the Customer.

- 5.1. The Customer now authorizes the Bank to follow the directions and instructions of Service Provider (whether electronic, written, or oral), and the Customer agrees that the Bank may entirely rely on such directions and instructions of Service Provider without further investigation by the Bank or authorization from Customer.
- 5.2. The Customer will deliver payment instructions to the Service Provider, as its agent, through the Service Provider's System.
- 5.3. Upon receipt of written instructions from the Service Provider, the Bank will be deemed to have received appropriate payment instructions ("Appropriate Instructions").
- 5.4. Appropriate Instructions will include instructions sent to Bank or its agent by the Customer via the Service Provider and will include the amount to be released from the Custodial Account, preferred method of payment transmission, and to whom it will be released and will be transmitted by letter, memorandum, cable, facsimile, internet, email or similar means of written communication.
- 5.5. The Service Provider assumes full responsibility for the security of electronically transmitted communications sent through the System. The Bank will have no liability for acting in accordance with Appropriate Instructions. The Bank will not be obligated to follow any instructions from the Service Provider that, in the judgment of the Bank, may subject the Bank to liability or expense or require the Bank to prosecute or defend any action unless the Bank is indemnified in a manner and amount satisfactory to the Bank. In the event of any ambiguity or uncertainty in any notice, instruction, or other communication received by the Bank, the Bank is authorized to refrain from taking any action other than retaining possession of the Assets in the Custodial Account until the Bank receives written instructions from the Service Provider or Customer that eliminate such ambiguity or uncertainty.
- 5.6. Appropriate Instructions will be received via the Bank's online banking system or sent to the following Bank representative:

MVB Bank, Inc.
3000 Swiss Pine Way, Suite 100
Morgantown, WV 26501
Attention: FinTech Customer Delivery Team
Email: clientdelivery@mvbbanking.com
Phone: (304) 363-4800

- 6. No Discretionary Authority or Investment Responsibility; Standard of Care.** The Customer and the Bank acknowledge that, except to the extent set forth in any separate instrument signed by the parties with respect to these Terms, the Bank is not a fiduciary with respect to the Assets and the duties of the Bank do not include discretionary authority, control, or responsibility with respect to the management or disposition of any Asset. The Customer acknowledges and agrees that the Bank does not assume investment management responsibilities for the Custodial Account. The Bank will only take instructions from the Customer, or its agent, the Service Provider, regarding the investment of the Assets as such instructions comply with these Terms. It is further agreed that:
- 6.1. The Bank will have no duty to make any evaluation or to advise anyone of the suitability or propriety of action or proposed action of the Customer in any particular transaction involving an Asset, or the suitability or propriety of retaining any particular investment as an Asset. The Bank will have no duty or authority to review, question, approve or make inquiries as to any investment instructions given pursuant hereto. The Bank will be under no duty or obligation to review the property held in the Custodial Account concerning prudence or diversification;
 - 6.2. The Bank will not be liable for any loss or diminution of Assets by reason of investment experience or for its actions taken in reliance upon a direction or other instruction from the Customer or the Customer's agent;
 - 6.3. The Bank will have no duty or responsibility to monitor or otherwise investigate the actions or omissions of the Customer;
 - 6.4. The Bank will have no responsibility for the accuracy of Assets valuations quoted by outside services or sources in cases involving assets under the control of the Customer; and,
 - 6.5. The Bank will only be responsible for the performance of such duties as are expressly set forth in these Terms or in Appropriate Instructions received by the Bank from the Customer, or the Customer's agent, which are not contrary to the provisions of these Terms. The Bank will exercise reasonable care in the performance of its services hereunder.
- 7. Custodial Account Property.** The Bank is not required to take direction from Customer and will direct inquiries from Customer to the Service Provider. However, the Bank may take direction directly from the Customer in certain circumstances; if the Bank does accept direction from the Customer, the Bank will give Service Provider a written notice detailing the request and action taken.
- 8. Limited Duties.** The Customer acknowledges and agrees that the Bank (i) will be obligated only for the performance of such duties as are expressly and specifically set forth in these Terms or any other relevant agreement between the Customer and the Bank, each of which is ministerial in nature and no implied or inferred duties or obligations of any kind shall be read into these Terms against or on the part of the Bank, (ii) will not be required to, and shall not, expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties and (iii) will hold funds in the Custodial Account.
- 9. Binding Effect.** The Bank's actions taken in accordance with Appropriate Instructions will be valid and binding upon all persons claiming by, through, or under the Customer.
- 10. Disclosure Statement.** Assets will be deposited into non-interest-bearing deposit account(s), which are covered by the standard deposit insurance coverage limit of \$250,000 per depositor, per ownership category by the Federal Deposit Insurance Corporation ("FDIC"). All single ownership accounts held by the Customer and the Custodial Account at the Bank will be under the same ownership category covered under the \$250,000 coverage limit.
- 10.1. As necessary, in order to extend FDIC insurance to all Customer funds held in the Custodial Account, Bank may utilize an off-balance sheet approach for its financial operations. In accordance with this approach, Bank is not required to maintain, on its balance sheet, funds to immediately meet funding requests; in the event a Customer requests funds for withdrawal, Bank shall have the right to cover such requests by receiving funds from the deposit network employed by Bank.
 - 10.1.1. Notice of Funding Request. Client must provide Bank with written notice ("Funding Request Notice") at least three (3) business days before the requested funding date to allow Bank sufficient time to receive the required funds to cover Client's funding request and maintain compliance with its off-balance sheet strategy requirements. Client's name, the total amount to be disbursed, and the requested date of disbursement must all be included in the Funding Request Notice.

- 10.1.2. **Funding Obligation.** Bank's funding of Client's accounts is contingent on receiving the Funding Request Notice. Bank will use commercially reasonable efforts to fund Client's accounts as soon as practicable if the required funds are received during the three (3) business day notification period.
- 10.1.3. **Failure to Provide Notice.** If Client fails to submit the Funding Request Notice to Bank with the requisite three (3) business day advance notice, Bank shall not be responsible for any funding delays of Client's accounts. Client acknowledges and accepts that any losses, claims, damages, or liabilities resulting from such funding delays shall be solely Client's responsibility.
- 11. Commingling.** The Service Provider agrees it will deliver Assets solely owned by Customer as funds into the Custodial Account and will not deposit funds owned by itself into the Custodial Account. The Service Provider will not withdraw Assets solely owned by the Customer into its own business account. If the Service Provider deposits its own funds into the Custodial Account, the Service Provider will assume all liability in connection with the commingling of funds, including violations of state or federal law.
- 12. Indemnification.** Customer agrees to the extent permitted by Ohio law, to be responsible for its own negligent acts and to indemnify and hold Bank, Bank's affiliates, officers, directors, employees, consultants, agents, service providers, and licensors (each an "Indemnified Person") harmless from any and all claims, liability, damages and/or costs (including but not limited to reasonable attorney's fees) resulting from or arising out of (i) Customer's breach of the agreements, warranties or representations in these Terms or the Agreement, including any violations of applicable law or payment card network rules; (ii) any action taken by Bank with respect to Customer's account in accordance with Customer's instructions or orders, or in accordance with these Terms or the Agreement; and (iii) any claim of any person that Bank is responsible for any act or omission by Customer, Service Provider, or any other person, including, without limitation, any Federal Reserve Bank, Automated Clearing House, or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed the Bank's agent. The Customer will, at the Customer's own expense, defend any action or proceeding brought against any Indemnified Person in connection with any such claims.
- 13. Limit on Liability.** The Bank will not incur any liability to anyone in acting or refraining from acting upon any data, instructions, notice, report, or other documents reasonably believed by the Bank to be genuine and authorized by the proper Party or Parties. The Bank will not incur any liability to anyone for unauthorized transactions or processing errors in connection with the Service Provider, the Agreement, the System, the Custodial Account, and these Terms.
- 14. No Expenses for the Bank.** The Bank will not have any obligation by virtue of these Terms to expend or risk any of its own funds, or to take any action which could, in the reasonable opinion of the Bank, result in any cost or expense being incurred by the Bank.
- 15. Suspension; Termination.** The Bank, in its sole discretion, reserves the right to terminate these Terms and/or close the Custodial Account for any reason and at any time upon notice to Service Provider and Customer. Upon notification, the Bank will work with each Party and determine the correct disbursement of the Customer's unrestricted funds held in the Custodial Account.
- 16. Amendment.** The Bank may modify or amend these Terms and such amendments will become effective upon written notice to Service Provider and Customer. Other amendments may be negotiated by all Parties and will become effective upon duly executed copy signed by all the Parties.
- 17. Governing Law.** This Addendum shall be governed by the laws of the State of Ohio without regard to conflict of laws. Each Party now submits to the jurisdiction of the federal and state courts sitting in the State of Ohio for resolution of any and all claims arising out of, or related to, this Addendum and waives any objection to venue for actions brought in such courts.
- 18. Dispute Resolution.** If a dispute arises relating to these Terms, claims for breach of contract or breach of the covenant of good faith and fair dealing, claims of discrimination, or any other claims under any federal, state or local law or regulation now in existence or subsequently enacted, and as amended from time to time ("Dispute"), the Parties shall attempt to settle the Dispute in good faith through mediation conducted by a mediator to be mutually selected by the Parties. The Parties shall share the costs of the mediator equally. Each Party shall cooperate fully and fairly with the mediator to reach a mutually



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satisfactory compromise of the Dispute. If the Dispute is not resolved within thirty (30) days after being referred to the mediator, it shall be resolved through litigation in the Courts of Ohio, During the Dispute, the Parties will honor the responsibilities and duties defined in these Terms.

