TERMS OF SERVICE
FRAMLxchange – USA
Last Updated: December 15, 2015

1. ACCEPTANCE

a) **Acceptance**. These Terms of Service (the "Terms") govern the use of FRAMLxchange and all associated software and other services ("FRAMLxchange") provided by Verafin Inc., its affiliates, successor and assignees ("Verafin") by the User. By explicitly accepting these Terms electronically, or implicitly by using FRAMLxchange, User agrees to the Terms. The Terms shall not supersede, modify or otherwise alter any existing Master Subscription Agreement in effect between Verafin and User.

b) **Scope and Authority**. User accepts these Terms for itself and for the financial institution on behalf of which is it using FRAMLxchange. User represents and warrants that it has the authority to accept the Terms and use FRAMLxchange on behalf of the financial institution named when signing up for FRAMLxchange.

c) **Changes to Terms**. Verafin may modify or supplement the Terms in its sole discretion. Verafin shall notify User of any changes to the Terms, and any continued use of FRAMLxchange shall constitute acceptance of the new Terms. Changes to the Terms shall not be retroactive.

2. GRANT OF RIGHTS

a) **License to Use**. Verafin grants the User a non-exclusive, non-transferable, object-code only, limited revocable license to use and access FRAMLxchange in the United States of America for the User's internal business purposes only, subject to the terms and conditions of these Terms.

b) **Restrictions of Use**. The User's rights to use FRAMLxchange shall be subject to the following restrictions:

(i) User shall not copy, reproduce, translate, modify, or adapt FRAMLxchange, except as may be specifically allowed under the Terms;

(ii) User shall not sell, lease, rent, sub-license, distribute, or otherwise transfer FRAMLxchange in any manner;

(iii) User shall not decompile, disassemble, reverse translate, or otherwise reverse engineer any portion of FRAMLxchange;

(iv) User shall not test or attempt to defeat or subvert FRAMLxchange's security or authentication features, including penetration or vulnerability testing, without Verafin's prior written approval.

3. OWNERSHIP

a) **Ownership**. User acknowledges that FRAMLxchange and the documentation, and all copies made by User as permitted by the Terms, are the exclusive property of Verafin and title shall at all times remain with Verafin. Verafin shall own all right, title and interest, including copyright, in and to all upgrades, solutions, designs, improvements, metadata, derivatives and modifications developed in relation to FRAMLxchange even if they have been requested or suggested by the User.

b) **Protection**. User will take all reasonable steps to protect FRAMLxchange from any use, reproduction, publication, disclosure, or distribution that is not specifically authorized by the Terms. User shall not:

(i) transmit or share identification or password codes;

(ii) permit access to FRAMLxchange through a single identification or password code being made available to multiple users; or

(iii) permit access to FRAMLxchange by any third party without Verafin's prior written consent.

User agrees to immediately notify Verafin of any known or suspected breach of these protective measures.

c) **Notices**. User shall not remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed by Verafin in or on FRAMLxchange or documentation and shall ensure that all such notices are reproduced on all authorized copies of FRAMLxchange and documentation made by User.

d) **Reservation of Rights**. Subject to the limited rights expressly granted hereunder, Verafin reserves all right, title and interest in and to FRAMLxchange, including all related intellectual property rights. No rights are granted to User other than as expressly set forth in the Terms.

4. SYSTEM AND ACCESS

a) **Hosting Environment**. FRAMLxchange shall be hosted on servers located in the United States of America. Verafin shall maintain appropriate physical and logical safeguards on the hosting environment.

b) **System Access**. Upon acceptance of the Terms, Verafin shall enable User access to FRAMLxchange. Verafin may immediately suspend access to FRAMLxchange if User materially breaches any provision of the Terms.

c) **Ownership of Data**. As between Verafin and User, all created or uploaded by the User ("User Data") is owned exclusively by User. User shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all User Data. Verafin may access User Data to respond to service or technical problems, to provide the services contemplated by the Terms, or at the User's request. Verafin may use User Data for purposes of delivering FRAMLxchange, including testing FRAMLxchange and any upgrades, additions, or new functionality prior to deploying for use in a live environment.

5. CONFIDENTIALITY

a) **Confidential Information**. "Confidential Information" shall mean all User Data and all documents or information disclosed by one party to the other:

   (i) marked as "PROPRIETARY" or "CONFIDENTIAL";

   (ii) relating to the respective technologies, software, strategies, trade secrets, internal operating environments, products, customer lists and business of either party;

   (iii) nonpublic personal information of customers of the User as defined in Section 501(b) of the *Gramm-Leach-Bliley Act* and implementing regulations at 12 CFR Section 716.3(q) and/or 12 CFR Section 332.3(n) ("Customer Information");

   (iv) Consumer Information as defined in the Interagency Guidelines Establishing Information Security Standards in Appendix B to 12 CFR Part 364 and/or in Appendix A to 12 CFR Part 748; or

   (v) other documents or information customarily regarded as being proprietary or confidential.

Each party shall keep confidential, shall not use for itself or the benefit of others, and shall not copy or allow to be copied, in whole or in part, any Confidential Information other than as reasonably necessary to fulfill the Terms or the purpose for which the Confidential Information was provided.

b) **Exceptions**. The obligations of confidentiality imposed upon the parties by the foregoing paragraph shall not apply with respect to any alleged Confidential Information which:

   (i)   is known to the recipient thereof prior to receipt thereof from the other party hereto;

   (ii) is disclosed to said recipient by a third party who has the right to make such disclosure;

   (iii) is or becomes a part of the public domain or public knowledge through no fault of said recipient;

   (iv) is independently developed by the recipient; or

   (v)   is required to be disclosed under operation of law, provided that the party affected is promptly notified of the disclosure unless the disclosing party is prohibited from doing so.

c) **Security**. Each party will use the same degree of care to protect the other's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care. In accordance with Section 501(b) of the *Gramm-Leach-Bliley Act* and implementing regulations, Verafin shall implement appropriate measures to ensure the security and confidentiality of all User Data in its possession, including, protecting against any anticipated threats or hazards to the security or integrity of the User Data, and protecting against any unauthorized access to or use of User Data. Each party will take appropriate action to address incidents of unauthorized access to the other's Confidential Information, including promptly notifying the other of the unauthorized access. Each party shall further comply with all laws and regulations relating to data security and the protection of nonpublic personal information applicable to the performance of the Terms.

d) **Return of Confidential Information**. Confidential Information shall be properly disposed of in accordance with applicable requirements of the *Gramm-Leach-Bliley Act* and implementing regulations, once the services contemplated by the Terms have been completed or otherwise terminated.

6. DISCLAIMER OF WARRANTY

FRAMLXCHANGE IS PROVIDED FREE OF CHARGE AND IS OFFERED WITHOUT REPRESENTATION OR WARRANTY. VERAFIN DOES NOT REPRESENT OR WARRANT THAT FRAMLXCHANGE WILL OPERATE CONTINUOUSLY OR WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED. VERAFIN MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED BY LAW.

7. LIMITATION OF LIABILITY

IN NO EVENT WILL VERAFIN BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY RECEIVED ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY(EXCEPT AS EXPRESSLY STATED HEREIN), WHETHER OR NOT ANY OF THE MATTERS AFORESAID ARISES IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR MISREPRESENTATION OR BREACH OF STATUTORY DUTY OR ANY DUTY UNDER GENERAL LAW OR ANY OTHER LEGAL THEORY.

VERAFIN'S ENTIRE LIABILITY TO THE USER UNDER THE TERMS, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR MISREPRESENTATION OR BREACH OF STATUTORY DUTY OR ANY DUTY UNDER GENERAL LAW OR ANY OTHER LEGAL THEORY, (EXCEPT FOR VERAFIN'S DUTY TO INDEMNIFY AGAINST INFRINGEMENT AS PROVIDED HEREIN) WILL NOT EXCEED $1,000.

THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 7 SHALL APPLY TO THE FULL EXTENT NOT PROHIBITED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER.

8. TERM AND TERMINATION

a) **Term**. These Terms shall remain in effect for the duration of User's use of FRAMLxchange, unless otherwise terminated in accordance with these Terms.

b) **Termination of Services**. Verafin may suspend or terminate the Terms and access to FRAMLxchange at any time, for any reason. Termination of the Terms shall not relieve either party from its obligations arising hereunder before termination relating to the other party's Confidential Information and the protection of Verafin's proprietary rights.

9. INDEMNITY

a) **Unauthorized Use**. User shall indemnify Verafin from all claims, losses, and damages arising from the use by the User of FRAMLxchange in a manner other than that provided in the Terms, or the User's failure to protect its user names and passwords. User shall have the right to participate in the defense of any such claim at its own expense.

10. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to the Terms or involving any dispute regarding the interpretation or breach of the Terms shall be resolved as follows:

a) Upon written request of either party, both parties shall appoint a designated representative whose task it will be to meet for the purpose of resolving such dispute.

b) Formal proceedings for the resolution of a dispute may not be commenced until the earlier of:

   (i) The designated representatives concluding in good faith that amicable resolution through continued negotiations does not appear likely; or

   (ii) The expiration of the 30-day period immediately following the initial request to negotiate the Dispute.

c) In the event the parties are unable to resolve a dispute, a party shall commence arbitration proceeding pursuant to the rules of the American Arbitration Association and each party hereto agrees to be bound by the decision of the arbitrators. Judgment upon the award of the arbitrators may be entered in any court of competent jurisdiction. Arbitrations shall take place in the State of Delaware. The costs of arbitration shall be awarded by the arbitrator based on the success of each party of the arbitration.

d) Notwithstanding the foregoing, the parties acknowledge that a breach or threatened breach of any of the terms of Section 5 by either party would result in material and irreparable damage and injury to the other party, and that it would be difficult or impossible to establish the full monetary value of such damage. Therefore, either party will be entitled to seek injunctive relief by a court of appropriate jurisdiction in the event of the other party's breach or threatened breach of any terms of Section 5. This right to seek an injunction will not prohibit a non-breaching party from pursuing other available remedies against the other party, including the recovery of damages.

11. U.S. GOVERNMENT RESTRICTED RIGHTS

Use, reproduction, release, modification or disclosure of FRAMLxchange, or any part thereof, including technical data, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement (227.7202) for military agencies. FRAMLxchange is a commercial product, which was developed at private expense. Use of FRAMLxchange by any Government Agency is further restricted as set forth in the Terms.

12. GENERAL PROVISIONS

a) **Notices**. All notices required under the Terms shall be in writing and shall be by email, personal delivery, overnight carrier, or registered mail to the address specified in the Terms or other address as either party may specify from time to time, and in any event shall be effective upon confirmation of receipt.

b) **Governing Law**. The Terms shall be governed by and construed in accordance with the substantive laws of the State of Delaware. The Terms shall be governed without regard to conflict of laws provisions and without regard to the United Nations Convention on Contracts for the International Sale of Goods and shall exclude the application of the Uniform Computer Information Transactions Act. The venue for any dispute between the parties shall be the appropriate court of Delaware and the parties unconditionally consent to this venue.

c) **Survival of Certain Provisions**. Verafin's proprietary rights and the confidentiality and indemnification obligations set forth in the Terms shall survive the termination of the Terms by either party for any reason.

d) **Headings**. The titles and headings of the various sections and paragraphs in the Terms are intended solely for convenience of reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of the Terms.

e) **Waiver**. The waiver by either party of a breach of any provisions of the Terms by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

f) **Compliance with Laws**. By accessing FRAMLxchange, User confirms that the Terms and the performance of any rights and obligations hereof:

    (i) are not restricted by or contrary to any law or regulation applicable to the User;

    (ii) do not require registration or approval under the applicable laws governing User; and

    (iii) will not require termination payments or compulsory licensing under the applicable laws of User.

FRAMLXCHANGE MEMBERSHIP ADDENDUM

This Addendum to the Agreement is by and among Verafin Inc., FRAMLXchange Inc. and User.

1. **INTERPRETATION**.

a) **Defined Terms**. For the purposes of this Addendum:

"*§ 314(b) Information*" means information that a Financial Institution or an Association of Financial Institutions is authorized to share and use pursuant to § 314(b) of the PATRIOT Act, *to wit*: information regarding individuals, entities, organizations and countries suspected of possible terrorist or money laundering activities;

"*Addendum*" means this Addendum to the Agreement;

"*Agreement*" means that certain Master Subscription Agreement, End User License Agreement, Terms of Service or other agreement with respect to the Verafin software by and between Verafin and/or Verafin's authorized reseller and the User;

"*Association of Financial Institutions*" has the meaning given to it under 31 C.F.R. § 1010.540(a)(2);

"*Contact Information*" means the contact information that the User has registered with FinCEN as its point of contact for sharing § 314(b) Information;

"*Financial Institution*" has the meaning given to it under 31 C.F.R. § 1010.540(a)(1);

"*FinCEN*" means the United States Department of the Treasury, Financial Crimes Enforcement Network;

"*FRAMLXchange*" means FRAMLXchange Inc., a Delaware corporation, and its successors and permitted assignees;

"*Member*" means a Financial Institution that is a party to an Agreement and that joins FRAMLXchange for purposes of sharing and using § 314(b) Information as a member of an Association of Financial Institutions;

"*Membership Rules*" means the membership rules of FRAMLXchange attached hereto as Exhibit A, as such may be amended from time to time in accordance with Section 3 of this Addendum;

"*PATRIOT Act*" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272, and its implementing regulations;

"*User*" means the User as defined in the Agreement; and

"*Verafin*" means Verafin Inc., a Canadian corporation, and its successors and permitted assignees.

b) **Undefined Terms**. Capitalized terms used but not defined in this Addendum have the meanings assigned to them in the Agreement.

2. **§ 314(b) INFORMATION SHARING**.

a) FRAMLXchange is organized as an Association of Financial Institutions under § 314(b) of the PATRIOT Act. Pursuant to the PATRIOT Act, the membership of an Association of Financial Institutions must be comprised entirely of Financial Institutions. Accordingly, FRAMLXchange requires that all of its Members be Financial Institutions.

b) The User desires to become a Member of FRAMLXchange and represents and warrants that (i) it is a Financial Institution and (ii) it is validly registered with FinCEN as a Financial Institution authorized to share and use § 314(b) Information.

c) By agreeing to this Addendum and making the representations, warranties and covenants contained herein, the User hereby becomes a Member of FRAMLXchange. As a Member of FRAMLXchange, (i) the User may, at its own discretion, share § 314(b) Information with FRAMLXchange and other Members of FRAMLXchange as permitted by § 314(b) of the PATRIOT Act and the Membership Rules and (ii) the User may use the § 314(b) Information of other Members of FRAMLXchange as permitted by § 314(b) of the PATRIOT Act and the Membership Rules. FRAMLXchange (A) will make

the User's Contact Information available to other Members of FRAMLXchange to which FRAMLXchange issues alerts in common with the User and (B) will make the § 314(b) Information of other Members available to the User in compliance with § 314(b) of the PATRIOT Act and the Membership Rules. For the avoidance of doubt, the execution of this Addendum conveys no ownership in FRAMLXchange or Verafin to the User.

d) FRAMLXchange is a wholly owned subsidiary of Verafin. FRAMLXchange and Verafin are parties to a license and services agreement pursuant to which FRAMLXchange has engaged Verafin as a vendor to provide certain software and other services to FRAMLXchange and to Members of FRAMLXchange (including the User) in order to facilitate the sharing of § 314(b) Information among FRAMLXchange and its Members. Verafin will provide such software and other services to the User pursuant to the terms of the Agreement.

e) § 314(b) Information shared, received or used pursuant to this Addendum shall be considered "Confidential Information" under the Agreement and shall be subject to the provisions of the Agreement with respect to Confidential Information. (For the avoidance of doubt, notwithstanding anything in the Agreement to the contrary, the User may use § 314(b) Information for itself as permitted by this Addendum.)

f) This Addendum does not, unless otherwise expressly stated herein, modify, amend, or alter the Agreement; provided, however, that FRAMLXchange shall become a party to the Agreement to the extent necessary to facilitate the purposes of this Addendum.

3. **MEMBERSHIP RULES**. All Members must comply with the Membership Rules, and the User hereby covenants and agrees that, as a Member, it will at all times during the term of this Addendum comply with all of the Membership Rules. Notwithstanding anything in this Addendum to the contrary, FRAMLXchange will make § 314(b) Information available only to Members who are in strict compliance with the Membership Rules. Each party agrees that it will indemnify and hold harmless all other parties to this Addendum (and their respective directors, officers, employees and agents) from and against any claim, demand, cause of action, losses, damages, liabilities and expenses (including attorney's fees) arising out of, related to or in connection with such party's failure to abide by the terms of this Addendum or the Membership Rules. FRAMLXchange may revise the Membership Rules at any time by providing 30 days' notice of such revisions to the User at the address and/or email address set forth with the User's signature below in the manner provided in the Agreement. The User may access the current version of the Membership Rules at https://community.verafin.com.

4. **RELEASE**. The User hereby releases FRAMLXchange and Verafin from all liability arising out of, related to or in connection with information shared or used by a Member in violation of this Addendum, the Membership Rules or the PATRIOT Act.

5. **TERM AND TERMINATION**.

a) **Term**. This Addendum will be coterminous with the Agreement, including, for the avoidance of doubt, any renewal periods. Notwithstanding the foregoing, the User will be bound by the terms of this Addendum if it uses or shares any § 314(b) Information (other than its own, User-specific § 314(b) Information) with FRAMLXchange and/or its Members prior to the effective date of the Agreement or following expiration or termination of this Addendum.

b) **Termination by Verafin**. Verafin or FRAMLXchange may terminate this Addendum at any time by providing notice to the User if (i) a representation made by the User in this Addendum becomes (or was at the time that it was made) untrue, (ii) the User fails to perform an obligation required by this Addendum; (iii) the User otherwise violates any provision of this Addendum; or (iv) any time at the sole discretion and convenience of Verafin or FRAMLxchange.

c) **Termination by User**. The User may terminate this Addendum at any time by providing joint written notice to FRAMLXchange and Verafin.

d) **Automatic Termination**. This Addendum terminates automatically:

   (i) Upon termination of the Agreement for any reason;

   (ii) If the User fails in any way to abide by the Membership Rules, as determined by FRAMLXchange in its sole discretion; or

(iii) If for any reason FRAMLXchange ceases to be (A) considered an Association of Financial Institutions pursuant to § 314(b) of the PATRIOT Act or (B) validly registered with FinCEN as an Association of Financial Institutions authorized to share § 314(b) Information.

e) **Rights on Termination**. Upon termination of this Addendum, the User shall cease to be a Member of FRAMLXchange and shall immediately cease using, accessing, or sharing § 314(b) Information (other than its own, User-specific § 314(b) Information) through FRAMLXchange. Termination of this Addendum shall not relieve any party from its obligations arising hereunder before termination relating to another party's Confidential Information and the protection of FRAMLXchange or Verafin's proprietary rights. Termination of this Addendum shall not, in and of itself, relieve the User or Verafin from its obligations arising under the Agreement.

6. **MISCELLANEOUS**.

a) In the event of a conflict between the terms of this Addendum and the Agreement, this Addendum shall prevail.

FRAMLXCHANGE INC.

MEMBERSHIP RULES
Last Updated: August 3, 2015

Capitalized terms used but not defined in these Membership Rules have the meanings assigned to them in the Addendum.

I.   The PATRIOT Act

A Member of FRAMLXchange Inc. may share and use information regarding individuals, entities, organizations, and countries suspected of possible terrorist or money laundering activities ("§ 314(b) Information") pursuant to the Addendum only as permitted by § 314(b) of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (the "PATRIOT Act"), and the corresponding implementing regulations of the United States Department of the Treasury, Financial Crimes Enforcement Network ("FinCEN") codified at 31 C.F.R. § 1010.540.

Without limiting the generality of the foregoing:

1) A Member must at all times be a qualifying "financial institution," as that term is defined in 31 C.F.R. § 1010.540(a)(1).

2) A Member must at all times be validly registered with FinCEN (by annually submitting to FinCEN a notice described on FinCEN's Internet Web site, http://www.fincen.gov, or as otherwise required by law) as a financial institution authorized to share information under § 314(b) of the PATRIOT Act.

3) § 314(b) Information received by a Member pursuant to the Addendum may not be (i) shared by such Member with a person or entity other than FRAMLXchange Inc., another Member, or a governmental entity as required by law, or (ii) used for any purpose other than as permitted by 31 C.F.R. § 1010.540(b)(4) (the "Authorized Purposes"), namely:
   a. "[i]dentifying and, where appropriate, reporting on money laundering or terrorist activities;"
   b. "[d]etermining whether to establish or maintain an account, or to engage in a transaction;" or
   c. assisting the financial institution in complying with any requirement under Chapter X, Subtitle B of Title 31 of the U.S. Code of Federal Regulations.

4) A Member must at all times maintain adequate procedures to safeguard the security and confidentiality of § 314(b) Information shared, received or used by the Member pursuant to the Addendum. The requirements of this paragraph shall be deemed satisfied to the extent that a Member applies to such information procedures that it has established to satisfy the requirements of section 501 of the *Gramm-Leach-Bliley Act* (15 U.S.C. 6801), and applicable regulations issued thereunder, with regard to the protection of its customers' nonpublic personal information.

5) A Member of FRAMLXchange Inc. must ensure that the § 314(b) Information that it receives pursuant to the Addendum is accessed only by the employee (or employees) of the Member who is (or are) registered with FinCEN as the Member's point (or points) of contact, or otherwise authorized to access such information.

Notwithstanding any limitations imposed on the sharing or using of information that a Member receives from FRAMLXchange Inc., nothing in these Membership Rules is to be construed to mean that Members are restricted from using or sharing their own, Member-specific information, provided that such using or sharing is otherwise authorized by applicable law.

As an "association of financial institutions" as defined under 31 C.F.R. § 1010.540(a)(2), FRAMLXchange Inc. will, like its Members, comply with Rules 2, 3 and 4 above. FRAMLXchange Inc. will also, prior to sharing § 314(b) Information, take reasonable steps to verify that the Member with which it intends to share information is validly registered with FinCEN by following the protocol set forth in 31 C.F.R. § 1010.540(b)(3).

II.   Other Laws

A Member of FRAMLXchange Inc. must comply with all laws applicable to it, whether federal, state, local, or otherwise.