

PASSPORT ACCOUNT AGREEMENT

Effective Date: December 8, 2022

This Passport Account Agreement (this "Agreement") governs the use of the non-interest-bearing demand deposit account (the "Passport Account") made available to you by a federally insured depository institution ("Bank") and Priority Technology Holdings, Inc. (together with its subsidiaries, "Priority"), as a technology service provider of banking related services. As used in this Agreement, the words "we", "our", and "us" refer to Bank and Priority and our respective successors, affiliates, or assignees; and the words "you", and "your" refer to the entity that owns the Passport Account (the "Account Owner") and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Passport Account.

"Passport Account" includes, collectively, all accounts, now or in the future, opened through Passport, a proprietary technology platform owned by Priority which enables Priority's customers to set up one or more accounts and sub-accounts to collect, store, and send money; in addition to other functionalities. Access to your Passport Account and the services under this Agreement is available only through the website and/or a smart phone application (the "Mobile App") of Priority (collectively, the "Passport Website"), unless we notify you otherwise. The Passport Account is used for business purposes only. If you are a merchant and have entered into a Merchant Processing Application and Agreement with Priority (the "Merchant Processing Agreement"), you may use your Passport Account as the Settlement Account (as defined in the Merchant Processing Agreement). This Agreement, along with any other documents we give you pertaining to your Passport Account, is a contract that establishes the rules that govern your Passport Account. If you sign a written or electronic signature card or open a Passport Account, you are deemed to agree to the most recent version of this Agreement, which is available to you at <https://prioritycommerce.com/enterprise-payments/passport/legal-terms/> or by calling us at the number set forth in Section 6.10. This Agreement may be changed by us from time to time, as described in Section 6.9 below. This Agreement also includes Priority's privacy policy, as referred to in Section 2.7 below, any other agreement you enter into with us, and any other terms and conditions made available to you by us on the Passport Website.

YOU UNDERSTAND THAT BY OPENING A PASSPORT ACCOUNT, YOU AUTHORIZE BANK TO ACCEPT ALL INSTRUCTIONS PROVIDED TO BANK BY US ON YOUR BEHALF.

TRUTH IN SAVINGS DISCLOSURES

Initial Deposit and Balance	There is no initial deposit or minimum balance required to open the Passport Account.
Interest Rate	0.00%
Annual Percentage Yield	0.00%
Fees to Bank	You are not required to pay Bank any fees in connection with the Passport Account.
Transaction Limitations	The Transaction Limitations for your Passport Account, if any, are set forth in Section 3.
Additional Fee Disclosure	As noted above, you are not responsible for paying any fees to Bank for holding the Passport Account. You may be responsible for paying fees to Priority. If you have entered into a Passport Master Services Agreement with Priority (the " <u>Passport MSA</u> "), you should refer to your Passport MSA to understand how fees are charged. If you do not have a Passport MSA, the fees associated with your Passport Account (the " <u>Account Fees</u> "), if any, are set forth in <u>Exhibit A</u> (the " <u>Fee Schedule</u> ").

This is not an interest-bearing account. There is no initial deposit required to open a Passport Account. You may deposit any amount after you open the Passport Account.

1. CONSENT TO USE ELECTRONIC SIGNATURES, COMMUNICATIONS AND STATEMENTS.

- 1.1. Your Consent to Electronic Signatures. By accepting this Agreement, you understand that:** (i) electronically signing and submitting any document(s) to Priority legally binds you in the same manner as if you had signed in a non-electronic form, and (ii) the electronically stored copy of your signature, any written instruction or authorization and any other document provided to you by Priority is considered to be a true, accurate and complete record, legally enforceable in any proceeding to the same extent as if such documents were originally generated and maintained in printed form. You agree not to contest the admissibility or enforceability of Priority's electronically stored copy of this Agreement and any other documents.

1.2. Your Consent to Electronic Communications. To the fullest extent permitted by law, this Agreement, account statements, notices, legal and rate disclosures for your Passport Account, updates and changes to this Agreement, end-of-year tax forms, or other service agreements and other communications (collectively, "Communications") from us to you regarding your Passport Account and related services with us may be provided to you electronically. You consent and agree to receive all such Communications in electronic form. Electronic Communications may be posted on the pages within the Passport Website or delivered to your email address. You may print a paper copy of, or download, any electronic Communication and retain it for your records. All electronic Communications are considered to be "in writing" and to have been received on the day of posting, whether or not you have received or retrieved the Communication. We reserve the right to provide Communications in paper format.

Your consent to receive Communications electronically is valid until you revoke your consent by notifying us of your decision to do so. If you revoke your consent to receive Communications electronically, Priority will terminate your right to use the Passport Website and may terminate your Passport Account and related services. You are solely liable for any losses, liabilities, cost, damages and expenses resulting from such an involuntary termination of your Passport Account and related services, to the extent permitted by law.

1.3. Your Review of Communications. Please review all Communications we deliver or make available to you promptly. If Communications are mailed to you, they will be mailed to you at the postal address shown in our records. If Communications are sent to you electronically, they will be emailed to you at the email address shown in our records or made available to you on the Passport Website. We will retain printable versions of your Passport Account statements for seven (7) years or longer periods as may be required by applicable law. You agree to (i) keep us supplied with your valid postal and email address; and (ii) notify us of any change of your postal or email address.

1.4. Statements. Statements will be made available to you to view and/or print on the Passport Website. We will send an email notification when the statements are available online on a periodic basis at approximately monthly intervals. The Passport Account statement, in either paper or electronic form, will describe each item, date of credit or debit, and the respective amount for the period since the last statement period. Passport Account statements will be considered correct, and neither Bank nor Priority will have any liability to you, unless you notify us, by sending an email to support@prioritypassport.com, noting "Billing Error" on the subject line, of any errors within sixty (60) days of such statement becoming available.

2. ACCOUNT BASICS.

2.1. Eligibility. The Passport Accounts are available to legal entities with an Employer Identification Number and individuals who are U.S. citizens or permanent residents, or non-permanent resident aliens in the United States on a valid long-term visa, who are at least 18 years of age, who have a valid Social Security Number or a Tax Identification Number, and who will use the Passport Account to pursue business purposes. All deposits and withdrawals must be in U.S. dollars only. **You must agree to accept electronic, rather than paper statements, as provided in Section 1 above. If you do not do so, you may not open a Passport Account.** You agree to provide certain information to us pursuant to Section 2.3 and authorize us or Bank to verify your credit history, (employment history for an individual), and/or have a credit reporting agency prepare a credit report on you or any of your beneficial owners. You may open a Passport Account only if you satisfy our review of your credit history (and employment history if applicable) and other information relating to you, based on our internal risk management policies.

2.2. Authorized Representatives. "Authorized Representatives" are persons with authority to act on your behalf. Unless a restriction that we have acknowledged in writing is specifically stated in your authorizing resolution: (i) an Authorized Representative will have authority to appoint the authorized signers on your Passport Account, to add or delete authorized signers on your Passport Account, to open additional accounts, to close the Passport Account, and to give us any other instructions on your behalf with respect to your Passport Accounts and (ii) each Authorized Representative may do these things acting alone, unless we require otherwise. We may, but are not obligated to, accept oral instructions from your Authorized Representatives. As between you and us, all actions of an Authorized Representative shall be deemed within the scope of such person's authority. We are not required to verify or confirm the purpose or propriety of any action by your Authorized Representatives and are not responsible for any misapplication or misappropriation of funds by your Authorized Representatives. Authorized Representatives and the authorized signers they appoint shall have the authority: (i) to make withdrawals and, if offered as a Passport Account feature, to draw checks, drafts or other orders for the payment of money on your account(s); and (ii) to issue or cancel stop payment orders on your Passport Account. Each authorization that we receive from you or your Authorized Representatives shall remain in effect until we receive written notice of revocation and have a reasonable opportunity to act on such notice. You acknowledge that we will treat any person identified as an officer of the company, either in your authorization resolutions or in such person's signature, as an Authorized Representative of you.

2.3. Important information about procedures for opening a new Passport Account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record

information that identifies each person who opens an account. In the case that an account is opened by a legal entity, we will obtain, verify, and record information on all ultimate beneficial owners of such legal entity. What this means for you: When you open a Passport Account, we will ask for the names, addresses, dates of birth, and other information concerning each principal owner which will enable us to identify the Account Owner and its ultimate principal owners owning 25% or more of the equity interests of the Account Owner. We may also ask to see a copy of each principal owner's driver's license or other identifying documents.

- 2.4. Passport Account.** The Passport Account is an online demand deposit account used to hold your deposits (including merchant processing settlement proceeds) and make payments and transfers to and from the Passport Account. You will access your Passport Account via the Passport Website. If made available, the Passport Account may include the use of a debit card to make payments and transfers to third parties. Use of a debit card will be subject to the terms and conditions contained in the Commercial Cardholder Agreement which can be accessed [here](#) (the "Cardholder Agreement"), which is considered part of this Agreement. By using the debit card issued to you, you acknowledge that you have read and agreed to the Cardholder Agreement. If you instruct us to issue debit cards to any third parties, including your employees, you are responsible for their compliance with the Cardholder Agreement.
- 2.5. Password Security.** You are responsible for maintaining adequate security and control of any and all User IDs, Passwords, hints, personal identification numbers (PINs), or any other codes that you use to access the Passport Account (collectively, "Security Devices"). Do not discuss, compare, or share information about your Security Devices unless you are willing to give them full use of your money. Any loss or compromise of any Security Device and/or your personal information may result in unauthorized access to your Passport Account by third-parties and the loss or theft of any funds held in your Passport Account and any associated accounts. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your Security Devices could use them to withdraw money from your account, with or without your permission. You are responsible for keeping your email address and telephone number up to date in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to compromise of your Security Devices due to no fault of ours and/or your failure to follow or act on any notices or alerts that we may send to you. If you believe your Passport Account information has been compromised, or that someone has transferred or may transfer money from your account without your permission, contact us immediately as provided in Section 6.10. You agree to promptly review all Passport Account and transaction records and other Communications that we make available to you and to promptly report any discrepancy to us.
- 2.6. Location of the Passport Account.** Your Passport Account is established in Alpharetta, Georgia.
- 2.7. Privacy Policy.** Priority's privacy policy is available at <https://prth.com/privacy-policy/> and is considered part of this Agreement. By executing this Agreement, you acknowledge that you have read and accepted Priority's privacy policy.
- 2.8. Internet Gambling; Illegal Transactions.** We may, but are not required to, deny authorization for any internet gambling transactions. You agree not to use your Passport Account or our services for online gambling or any illegal activity. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law. You acknowledge and agree that we have no obligation to monitor, review or evaluate the legality of your transactions and Passport Account activity. You agree that using your Passport Account for illegal activity will be deemed an action of default and/or breach of contract and, in such event, our services and/or any of your Passport Accounts may be terminated at our discretion. You further agree that should illegal use occur, you waive any right to sue us for such illegal use or any activity directly or indirectly related to it, and you agree to indemnify and hold us harmless from any suits, legal action, or liability directly resulting from such illegal use. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if that transaction is determined to be illegal.
- 2.9. Freezes, Blocking or Closing Passport Accounts Due to Irregular or Unlawful Activities.** You agree that if we suspect that any irregular, unauthorized, or unlawful activity may be occurring in connection with your Passport Account, we may "freeze" or place a hold on the balance in the Passport Account pending an investigation of such activities. If we freeze your Passport Account, we will give any notice required under the circumstances by the laws governing the Passport Account. If investigation confirms our suspicions of irregular, unauthorized, or unlawful activity then, notwithstanding anything to the contrary in this Agreement, we may immediately close your Passport Account, and may also close any or all other accounts, if necessary, to comply with applicable law. You agree that we may also freeze, block, or close your Passport Account as necessary in order to comply with regulations issued by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC").

3. FUNDING AND WITHDRAWING FROM YOUR ACCOUNT.

- 3.1. Transactions.** We will disburse available funds from your Passport Account to third parties based on instructions received from you. You are the only one who has the right to authorize transactions involving your Passport Account. You authorize us to initiate and facilitate disbursements from your Passport Account to pay debit entries and payments made by us on your behalf ("Transfer Service"). Moreover, you authorize us to deduct any Transfer Service fees pursuant to the Fee Schedule,

any refunds, Chargebacks, Processing Fees (each as defined in your Merchant Processing Agreement), and other amounts payable by you to us pursuant to any agreement you have with us for any services involving the Passport Account, from your Passport Account as they accrue. We will not process disbursements when we know there are insufficient funds in your Passport Account. You will be responsible for ensuring that your Passport Account does not have a negative balance. We will not provide back-up funding under this Agreement, nor do we guarantee that all requested transfers or payments can or will be made when there are insufficient funds in the Passport Account. Instructions received after our established transaction cutoff hour or on non-business days will be processed on the next business day.

- 3.2. Deposits to the Passport Account.** In addition to depositing merchant processing settlement proceeds in the Passport Account, you can make deposits into your Passport Account using any of these methods. There are no limits on the amount you can deposit into your Passport Account per day. We, however, may establish such limits in the future if we reasonably believe your risk profile has changed, and that such limits are necessary.

<u>Transaction Type</u>
Direct deposits or ACH Transfers initiated from an outside financial institution
Wires initiated from an outside financial institution
ACH Transfers (debit) initiated by us from linked bank accounts
Deposits using an external debit or credit card from an outside financial institution
Remote Deposit Capture (RDC)

- 3.2.1. Linking Bank Accounts. You may link one or more external accounts at third-party financial institutions (each linked external account, an “External Account”) for online transfers between your External Accounts and your Passport Account. You may link your external accounts with your Passport Account by (i) logging into your financial institution on the Passport, or (ii) providing the account and routing details for the external account and verifying the two (2) micro deposits we send to your external account the next business day. We may also verify your control of the External Account by requiring you to submit proof of ownership of the External Accounts. All External Accounts must be with financial institutions in the United States. We may decline the use of any external account that we believe may present a risk to you and/or us. By linking your external accounts to your Passport Account, and by subsequently logging into your External Accounts through the Passport Website, you authorize us to view your account history and profile, including, but not limited to, your account and routing details, authentication details, balance, transaction history, contact information, and other related information of the External Account made available by such external financial institution; and you understand this information may be used to transact on your behalf and perform other services subject to our Privacy Policy. When adding an External Account, you represent and warrant that you are the owner of and have the right to access, use and authorize us to use the account for information and funds transfer purposes. If any of your External Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both you and them, and to use the External Account with the Passport Account. If you do not have such consent, you should not use that external account and we will terminate your use of the linking service if we are notified of such a situation. If you close any of your External Accounts, you are responsible for removing it as an account eligible for the linking service to avoid any transaction failure and possible charges related to a failed transaction. We are not responsible for any acts or omissions by the external financial institution or other provider of any External Account, including, without limitation, any modification, interruption, or discontinuance of any External account by such financial institution or service provider.
- 3.2.2. Account Funding with Cards. If enabled for your Passport Account, you may fund your Passport Account with your debit or credit card. To fund your Passport Account using a credit or debit card, you must have either (i) a credit card issued by a U.S.-based bank or financial institution bearing the trademark of MasterCard International Inc. (“MasterCard”), Visa Inc. (“Visa”), or DFS Services, LLC (“Discover”), or (ii) a valid debit card issued by a U.S.-based bank or financial institution bearing the Visa, MasterCard or Discover logo. You may not use prepaid cards or gift cards with your Passport Account. Please keep your card account information current. If your card account number changes or your card expiration date changes, we may acquire that information from our financial services partner and update your account accordingly. You may dispute a payment made with your card issuer if you used a debit or credit card to fund your payment. Your rights with the card issuer may be broader than those available under this Agreement.
- 3.2.3. Remote Deposit Capture (“RDC”). If enable for your Passport Account, you may make deposits into your Passport Account by using the Mobile App to take a legible picture of the front and back of a negotiable check and transmitting such images. We will attempt to collect the item by presenting the image or converting the image into a digital

representation of the original check (a “Substitute Check”). Unlike traditional check deposits, you retain the original paper check when you use Remote Deposit Capture. We request you to retain the original check until final settlement of the check. There is currently no charge for using RDC; should there be charges in the future, you will be given appropriate notice. By using the RDC service, you agree that you will be bound by the terms of this Agreement and will follow any and all other procedures and instructions for use of RDC that we may establish from time to time.

3.2.3.1. Eligible Items. You agree to scan and deposit only checks, as that term is defined in Federal Reserve Regulation CC (“Reg. CC”). You agree that the image of the check transmitted to us shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Georgia. You agree that you will not use RDC to scan and deposit any of the following checks or other items:

- (1) Checks or items payable to any person or entity other than you, including a check payable to “Cash”.
- (2) Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- (3) Checks or items previously converted to a Substitute check, as defined in Reg. CC.
- (4) Checks or items drawn on a foreign bank or payable in a foreign currency.
- (5) Checks or items that are demand drafts or remotely created checks (checks lacking the original signature of the drawer).
- (6) Checks that have been previously returned stop payment or account closed.
- (7) Checks or items dated more than six months prior to the date of deposit.

3.2.3.2. Image Quality. The image of a check or item transmitted to us using RDC must be legible. The image quality of the items must comply with the requirements established from time to time by American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, or other clearinghouses.

3.2.3.3. Necessary Endorsement. The checks to be deposited via RDC shall be properly endorsed in the same manner in which it is made payable to you and with the restrictive endorsement: “For mobile deposit only.”

3.2.3.4. Cut-off Time. Receipt of your check image must be received by 4:00 p.m. Eastern Time, for us to consider that day to be the day of your deposit. Any check image received by us after 4:00 p.m. Eastern Time is considered as a deposit made on the next business day we are open.

3.2.3.5. Receipt of Items. We reserve the right to reject any item transmitted through RDC, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. You agree to receive notices electronically relating to RDC, whether or not you have previously agreed to accept electronic disclosures for any of your Passport Accounts. An image of an item shall be deemed received when you receive an electronic confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

3.2.3.6. Representations and Warranties; Indemnification. As to all items transmitted to us, you represent and warrant that: (i) you will comply with the terms and conditions set forth in this Agreement; (ii) you will only transmit eligible items; (iii) you have good title to each check and item and no defense of any party to the check is good against you; (iv) the original check, or a paper or electronic representation, has not previously been deposited for collection with us or any other financial institution, and no depositary bank, drawee, or drawer will be asked to pay a check that it already has paid; and (v) you have no knowledge or notice of information to indicate that the transaction is fraudulent. You agree to indemnify and hold us, our affiliates, directors, officers, employees, and agents harmless from and against all losses, liabilities, cost, damages and expenses (including reasonable attorneys’ fees and cost of litigation) to which we may be subject or that we may incur in connection with any claims that might arise from or out of your use of RDC.

3.2.3.7. Deposit Errors. You agree to notify us, by sending an email to support@prioritypassport.com, noting “Deposit Error” on the subject line, of any suspected errors regarding items deposited through RDC right away, and in no event later than 60 days after the applicable account statement is sent or made available to you. Unless you notify us within 60 days, such Statement regarding all deposits made through RDC shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

3.2.4. No Deposits in Cash, Paper Checks or Foreign Currency. The Passport Account will only accept funds deposited electronically. We are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us.

We do not accept deposits in cash, personal checks, cashier's checks, money orders or foreign currency. If we receive any of these instruments by mail, we will return it to the address we have for you on file. Only deposits made in accordance with the terms of this Agreement will be accepted.

3.2.5. Our Right to Charge Back Deposited Checks or Electronic Transfers. If you deposit a check or receive an electronic transfer as provided in this Agreement, and (i) the paying bank returns it to us unpaid; (ii) the paying bank or the issuer of a check demands that we repay them because the check was altered, forged or unauthorized, is missing a signature or endorsement, or has a forged endorsement; or (iii) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and subtract the funds from your Passport Account. If we have reason to believe that any of the events in the previous sentence have occurred or may occur, or that the check or other item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a non-customer account until we determine who is entitled to them.

3.2.6. Right to Reject Any Deposit. We may refuse any check for deposit, with or without cause, or may elect to take a check on a collection basis only. We are under no obligation to accept any item, wire, electronic funds transfer, or other transaction for deposit to your Passport Account or for collection, and we may refuse to cash or give value for any such item. We may restrict access to any deposit credited to your account that violates any laws of the United States, including those giving rise to OFAC sanctions. Unless specifically permitted to do so, you may not deposit any Substitute Check that has not been previously handled by a bank in the collection process. This means you cannot deposit a Substitute Check you create, or one that is created by another person, unless we enter into an agreement to do so. Nevertheless, if a Substitute Check is received for deposit, you will be responsible for any losses you or another person suffers relating to that Substitute Check.

3.3. **Withdrawals from the Passport Account.** You can make withdrawals from your Passport Account using any of these methods. There are no limits on the amount you can withdraw from your Passport Account per day. We, however, may establish such limits in the future if we reasonably believe your risk profile has changed, and that such limits are necessary.

<u>Transaction Type</u>
ACH Transfers (credit) to an external financial institution initiated by us or linked bank accounts
Wires (if enabled for your Passport Account)
Bill Pay Checks
Debit Card Payments

3.3.1. Bill Pay via Check. If enabled for your Passport Account, you will be able to authorize us to make bill payments via check on your behalf to third parties. You may not have access to this feature until your Passport Account has been open for a minimum of thirty (30) days. To initiate a bill payment using Bill Pay via Check, you must provide the name and mailing address of each individual or company you wish to pay. You must provide such information about each payee as we may request from time to time, and in any event sufficient to properly direct a payment to that payee and permit the payee to identify the correct account to credit with your payment. You may not make a payment of alimony, child-support, taxes, or other governmental fees or court-directed payments via Bill Pay via Check. We do not recommend using online bill payment services to fund brokerage or investment services. We may impose a dollar amount limit on bill payment transactions and will notify you in the event such a limit is put in place. Loan payments made via Bill Pay via Check, other than the amounts due, cannot be designated as principal, interest or payoff. Once a payment is authorized, the payment amount will be immediately deducted from your Passport Account balance. Payments made using Bill Pay via Check take the form of a paper check and are sent to the payee using standard U.S. Postal Service mail. Please allow three to nine (3-9) business days for delivery of the check. Payments can only be sent to addresses located within the fifty (50) states of the U.S. Bill Pay via Check payments are processed daily by 9 a.m. Eastern Time. Check payments initiated after this time will be processed the next business day. We reserve the right to refuse to process payments to any individual or company. If the decision is made to refuse a payment, we will notify you on or before the next business day.

3.3.1.1. Returned or Refused Checks. Checks may be refused or returned by the individual or company to whom the payment was issued. The determination to accept this method of payment is at the discretion of the recipient. The U.S. Postal Service may also return payments in cases of expired or invalid addresses. If the check payment is returned for any reason, the payment will be voided and the full amount credited to your Passport Account the next business day.

3.3.1.2. Uncashed Checks. If we remit your payment to a payee by mailing your payee a check drawn on your Passport Account and the check has not been presented for payment within our payment cut-off period, we will investigate the status of the check. If the Payee cannot be reached, or the payment is to an individual and the check has not been presented for payment by ninety (90) days after the date the funds are withdrawn from your Passport Account, we will place a stop payment order on the check and refund your Passport Account.

3.3.1.3. Cancelling a Check Payment. You may cancel a single check payment as long as it has not been presented for payment by logging into Passport Website or by contacting Priority as provided in Section 6.10. Funds from any cancelled check will be credited to your Passport Account on the next business day. Same-day payments (*i.e.*, payments entered and initiated on the same date) cannot be modified or deleted.

3.3.2. Checks Issued by a Third-Party. We do not support the issuance of personal checks to access funds in the Passport Account. We reserve the right to refuse to make payments initiated via a check printed by a third-party service provider and not via the Bill Pay via Checks services provided herein.

3.3.3. No Overdrafts. You are not permitted to overdraw your Passport Account. If the available balance in your Passport Account is not sufficient to cover any payment or withdrawal you have authorized, we may refuse to process the payment or withdrawal. If your Passport Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Passport Account has a negative balance and you have other funds held by us, we reserve the right to exercise our right to set off. See Section 3.3.4 below for details. If your Passport Account has a negative balance for sixty (60) calendar days or more, it will be closed. If you fail to pay the amount of any overdraft, we reserve the right to refer your overdrawn account to an attorney for collection, and you agree to pay all reasonable expenses, including, but not limited to, reasonable attorney's fees and court costs incurred by us as a result of your account being overdrawn.

3.4. Right to Set Off against External Account. If your Passport Account balance becomes and remains negative, or if your Passport Account has insufficient funds to cover the Transfer Service fees, any refunds, Chargebacks, Processing Fees, and other amounts payable by you to us pursuant to any agreement you have with us for any services involving the Passport Account, we can set off any unpaid balance of such amounts against the funds in your External Accounts. YOU HEREBY EXPRESSLY AUTHORIZE US TO ACH DEBIT YOUR EXTERNAL ACCOUNT FOR ANY UNPAID AMOUNT YOU OWE US WITHOUT ANY PRIOR NOTIFICATION. Moreover, we have the right to set-off any liability, direct or contingent, past, present or future that you owe against any External Account. Further, you grant us a lien on and security interest in the funds on deposit in your Passport Account, as security for all of your liabilities and obligations to us, now or in the future.

4. GENERAL FUNDS AVAILABILITY.

4.1. **Availability**. We make funds available according to the type of deposit and when the funds are applied or credited to your Passport Account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your Passport Account, you may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers or payments, check payments or, if available, transactions using your debit card during the hold period. We have the right to refuse any deposit. If final payment is not received on any item you have deposited into your Passport Account, or if any direct deposit or ACH transfer is returned to us for any reason, you agree to pay us the amount of the returned item. The length of the delay in the availability of funds will vary depending on the type of deposit.

4.2. **Business Days**. The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your Passport Account. For purposes of these disclosures, our business days are Monday through Friday, excluding Federal holidays. Deposits received after the cut-off times provided in this Agreement or on a day that is not a business day will be processed the following business day.

4.3. **Same Day Availability**. Funds received from preauthorized electronic payments will be available on the day the deposit is applied to your Passport Account. ACH Credits received from an external bank account will be applied to the Passport Account when we have verified the external account and received payment on collected funds. Once the funds are applied to the Passport Account, they will have same day availability.

4.4. **Longer Availability**. Electronic transfers depositing into the Passport Account may take up to five (5) business days from the date of the initial request but will post on the payment date of the deposit once the money has reached us.

4.5. **Availability of Mobile Deposits**. Checks deposited through the RDC service are not subject to the funds availability requirements of Regulation CC. Checks deposited using the RDC service will generally be made available in your Passport Account no later than six (6) business days after the day you made the deposit. In some cases, we may not make the funds available in accordance with the general policy for other reasons, including, but not limited to, if we have reasonable cause to doubt collectability of the check. The length of the delay will be counted in business days from the day of your deposit. If your deposit is declined, we will e-mail you the notice by the first business day after the day we receive your deposit. We

reserve the right to change the limits on the amount(s) and/or number of deposits that you transmit using RDC and may modify these limits from time to time.

- 4.6. Longer Delays for Check Deposits.** In some circumstances, a longer hold period may apply before funds deposited by check are available in your Passport Account. For example, a longer delay may apply in the following cases: (i) we believe a deposited check will not be paid; (ii) you deposit one or more checks totaling \$5,000 or more in one day; (iii) you redeposit a check that has been previously returned unpaid; (iv) your Passport Account had a negative balance anytime in the previous six (6) months; or (v) we experience an emergency, such as failure of communication or computer delays. We will notify you if we delay your availability to withdraw funds and we will tell you when the funds will be available for withdrawal no later than the seventh (7th) business day after the day of your deposit.

5. ELECTRONIC FUNDS TRANSFER DISCLOSURES.

- 5.1. Electronic Transfers via ACH.** You may originate transfers to and from your Passport Account via ACH as provided in Section 3 of this Agreement. These requests must be made via the Passport Website. In the case of electronic transfer requests from an external bank account to your Passport Account, we will complete such requests only if the funds are being transferred from your linked External Account.
- 5.1.1. Next Day ACH. Cut-off Time. The cut-off time for scheduling a next day ACH transfer is 4:00 p.m. Eastern Time. Any next day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day. In some circumstances, transactions may be delayed for risk or compliance reasons.
- 5.1.2. Same Day ACH. Cut-off Time. The cut-off time for scheduling same day ACH transfers (if enabled for your Passport Account) is 9:00 a.m. Eastern Time. If enabled by Priority, the Same Day ACH means that the transfer will be performed within one (1) business day. Any same day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled as next day ACH transfer. In some circumstances, transactions may be delayed for risk or compliance reasons.
- 5.2. Electronic Transfers Using Your Passport Account Number.** If enabled by Priority, you may authorize a third-party to transfer funds to and from your Passport Account by providing your account number and your routing number to such third-party. Your account information should only be provided to trusted third-parties authorized to initiate the electronic funds transfers.
- 5.3. Debit Cards and ATM Services.** If enabled for your Passport Account, you may obtain a debit card linked to your Passport Account that can be used for purchases on points of sales and/or withdrawals at ATMs. The use of your debit card to initiate electronic transfers is subject to the term and conditions of your [Cardholder Agreement](#).
- 5.4. Types of Electronic Transfers Available.**
- 5.4.1. You may arrange with another party to electronically deposit funds on a one-time or recurring basis directly to your Passport Account.
- 5.4.2. You may arrange with another party to make one-time or recurring charges to your Passport Account to make payments.
- 5.4.3. To make payments from your Passport Account, you may provide payment instructions to Priority through a secured API provided by Priority, by direct input onto Passport, or by another secured method provided by Priority.
- 5.5. Limitations on Transfers, Amounts and Frequency.** Your right to make electronic funds transfers is subject to the limits established in Section 3 of this Agreement.
- 5.6. Right to Receive Documentation of Electronic Funds Transfers.** Your electronic funds transfers will be reflected on the statements that will be delivered to you through the Passport Website, as described in Section 1.4. You can also contact Priority as provided in Section 6.10 to obtain information about any particular direct deposit or transfer.
- 5.7. Right to Stop Payment of Preauthorized Transfers and Procedures.** If you have scheduled a one-time or a recurring ACH transfer via the Passport Website, you may stop or cancel that transfer by following the procedures set forth here.
- 5.7.1. To stop a preauthorized ACH transfer you initiated via the Passport Website, either one-time or recurring, use the Passport Website to cancel such payment. If you are unable to cancel or stop the payment via the Passport Website, please contact Priority as provided in Section 6.10 to request cancellation of the transfer.
- 5.7.2. To stop a recurring transfer that you have authorized a third-party to debit, please contact that third-party to request the cancellation of the recurring payment. If the third-party is unable or unwilling to stop the transfer, please contact Priority as provided in Section 6.10 to request a stop on the payment.

5.7.3. If you wish to stop a recurring transfer, your request to stop the transfer must be received at least three (3) business days before the transfer is scheduled to occur. You should specify whether you wish to stop one recurring payment or all recurring payments. You must specify the name of the payee, the dollar amount of the payment and the date of the payment. We will be liable for your direct losses or damages if you requested the stop payment at least three (3) business days before the transfer was scheduled to occur and we did not stop the payment.

5.7.4. In the case of an authorized third-party debit transfer, if the written stop payment notification is not received at least fourteen (14) days before the transfer was scheduled to occur, the payment in question will be honored as originally authorized and future payments will not be permanently stopped. In such cases, we will not be liable if we do not refuse payment.

5.8. Your Liability for Unauthorized Transfers. The Passport Account is a commercial account and does not provide consumer protections for unauthorized transactions or unauthorized access to your Passport Account, including by way of lost or stolen Passport Account numbers. **Until an Authorized Representative reports a Passport Account number as lost or stolen or reports an unauthorized transaction, Account Owner is fully responsible for all transactions.** Contact customer service IMMEDIATELY if an Authorized Representative believes: (a) a Passport Account number has been lost or stolen, (b) someone has gained unauthorized access to any information to access the Passport Account, or (c) someone has transferred or may transfer funds from the Passport Account without an Authorized Representative's permission. Reporting a lost/stolen Passport Account number or unauthorized transactions by contacting Priority as provided in Section 6.10 or by logging into the Passport Website is the best way to minimize possible losses. Account Owner and Authorized Representatives are responsible for all unauthorized transactions initiated and fees incurred from the unauthorized use of the Passport Account. Failure to promptly notify us could result in the Account Owner losing ALL of the money in the Passport Account

5.8.1. You are responsible for all transactions initiated and fees incurred by any use of the Passport Account. If an Authorized Representative permits another person to have access to Passport Account, we will treat this as if Authorized Representative has authorized such person to use the Passport Account, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. You will further be responsible for any transactions made and any fees incurred by the Authorized Representative even if the Authorized Representative exceeds the scope of the authority granted to such Authorized Representative by you. If you want to withdraw permission for an Authorized Representative to use the Passport Account, then transactions made with the Passport Account will be considered unauthorized only after you notify us that the person is no longer authorized to use the Passport Account.

5.9. Errors and Disputes. If you think your statement is wrong or if you need more information about a transaction listed on it, please contact Priority as provided in Section 6.10. In making such communication, you need to tell us: (i) your name and the Passport Account number; (ii) why do you believe there is an error and the dollar amount involved; and (iii) approximately when the error took place. We will review the information submitted in a commercially reasonable manner, but given that the Passport Account is a commercial product, you are not entitled to and we are not obligated to follow the requirements or obligations of the Electronic Funds Transfer Act and Regulation E promulgated thereunder, which only apply to consumer transfers. If you need more information about our error resolution process, contact customer service as provided in Section 6.10.

5.10. Our Liability for Failure to Complete Transactions. If we do not complete a transaction from your Passport Account on time or in the correct amount pursuant to your instructions, we will be liable for your direct losses or damages. However, we are not liable for any failed transaction if (i) you do not have enough money in your balance to cover a transaction; (ii) the ATM or device does not have enough cash or is not working properly; (iii) circumstances beyond our control prevent the transaction; (iv) the merchant requests authorization for an amount greater than the purchase amount; (v) access to your Passport Account or linked account has been blocked after you reported your Passport Account number or linked account number lost or stolen; (vi) there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use; (vii) we have reason to believe the requested transaction is unauthorized, (viii) we have received unclear, incomplete or inaccurate payment instruction or information from you or the third-party payor or payee; or (ix) there are other exceptions stated in this Agreement or as provided by law. We are not liable for the failure to complete a transaction on a business account if we send you notice that the transaction was not completed.

6. GENERAL RULES GOVERNING THE ACCOUNT.

6.1. Assignment. Transfer. Non-Waiver. Applicable law. The Passport Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Passport Account is subject to applicable Federal laws and the laws of the State of Georgia, and all applicable rules and customs of any clearinghouse or other association governing your Passport Account or any transactions. If you or we excuse each other from complying with any part of this Agreement, this will not waive compliance by the excused party on any other occasion, notwithstanding the

number of previous excusals or their duration. A party may not rely justifiably upon another's past forbearance to vary present or future rights, obligations or performance under this Agreement. If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall not invalidate or render unenforceable any other provision of this Agreement.

- 6.2. Legal Processes Affecting Passport Accounts.** If we are served with a subpoena, government agency request for information, restraining order, writ of attachment or execution, levy, garnishment, search warrant, forfeiture or similar order or legal process relating to your Passport Account (termed "legal action" in this section), regardless of the jurisdiction of the issuing authority, we may rely on the representations made in the legal action and comply with the legal action, regardless of the jurisdiction of the issuing authority or the location of the Bank at which the legal action is received. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Passport Account or in any way restricted access to your funds in accordance with the legal action. If you believe your funds are exempt from legal action, or otherwise should not be subject to legal action (for example, if you believe the court, garnishor, or levying authority lacks jurisdiction over you or the property, or you believe the garnishment or levy names the wrong party as garnishee), you agree that it is your responsibility to raise any defense to the legal action against the party who originated the legal action, and you agree that we have no obligation to do so. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your Passport Account. Unless expressly prohibited by law, we will charge your Passport Account a fee for each legal action received, regardless of whether the legal action is subsequently revoked, vacated or released.
- 6.3. Abandoned or Inactive Accounts.** Georgia has unclaimed property laws that govern when accounts are considered abandoned. Your Passport Account is usually considered abandoned if you have not made a deposit or withdrawal, or signed in to your online Passport Account, for a specified period of time. We are required by the unclaimed property laws to turn over accounts considered abandoned to the applicable state. Before we turn over an abandoned account, we may send a notice to you by e-mail or the address we show for the account statement. Unless prohibited by law, we may charge to your Passport Account our costs and expenses of any notice, payment and turnover of the remaining balance of your Passport Account to the applicable state. Georgia laws will apply on unclaimed or abandoned property related to the Passport Account.
- 6.4. FDIC Insurance.** For any deposit accounts you open, the FDIC requires Bank to disclose, and you hereby acknowledge, that deposits held at the Passport Account are insured up to \$250,000 federal deposit insurance limit, per depositor for each ownership category.
- 6.5. Account Owner Representations and Warranties.** By requesting, activating or using a Passport Account or by retaining, using or authorizing the use of the Passport Account, you, as the Account Owner, represent and warrant to us that:

 - 6.5.1. Account Owner has received a copy of this Agreement and agrees to be bound by and to comply with them and understands that they are subject to change in accordance with applicable law.
 - 6.5.2. Account Owner is duly organized, validly existing and in good standing under the laws of the state in the United States of its formation.
 - 6.5.3. Account Owner is duly qualified and in good standing to do business in all jurisdictions where Account Owner conducts its business.
 - 6.5.4. Account Owner has all necessary organizational power and authority to establish the Passport Account, enter into this Agreement, and to perform all of the obligations to be performed by it under this Agreement.
 - 6.5.5. The personal and business information that Account Owner provides to us in connection with the Passport Account is true, correct and complete.
 - 6.5.6. The individual accepting and agreeing to this Agreement for Account Owner has the requisite corporate authority to accept and agree to this Agreement on the Account Owner's behalf and to bind Account Owner in accordance with the terms of this Agreement.
 - 6.5.7. The Authorized Representative designated by Account Owner is a citizen or permanent resident of the United States and is at least 18 years of age (or older if residing in a state where the majority age is older).
 - 6.5.8. Account Owner authorized each Authorized Representative to accept and use the Passport Account.
 - 6.5.9. Account Owner has provided each Authorized Representative with a copy of this Agreement and each Authorized Representative accepts and agrees to be bound by and to comply with this Agreement.
 - 6.5.10. The Passport Account will only be used for business purposes and not be used for personal, family or household purposes.

- 6.6. Standard of Care. Limitation of Liability.** Our liability for losses you incur in connection with your Passport Account is limited to actual damages proved that are proximately caused by our failure to exercise ordinary care. Nevertheless, if we make an error in your favor by excessively crediting or insufficiently debiting your account for any reason, including, without limitation, to the giving of cash or credit in excess of a corresponding account debit, you agree that you immediately owe us the amount in error, whether you relied on the error or not. You agree to waive your rights to a jury trial and to punitive and exemplary damages and further agree to be subject to all parts of the arbitration provision in Section 6.11. Damages for any breach of this Agreement are limited to those that are direct and lie in contract, and will exclude indirect and consequential damages. Also excluded are damages in tort, including but not limited to those for emotional distress, unless caused by a willful and malicious act, which in the case of the unauthorized disclosure of private or confidential information must also be defamatory. In return, we also waive our same rights in any such action, cross-action or claims in arbitration we may file against you. We will have no liability for acting on instructions from you accepted or interpreted by us in good faith according to the terms of this Agreement, declining to act on instructions whose authenticity or accuracy cannot be verified to our satisfaction, or not acting on instructions not actually received.
- 6.6.1. Except as required by applicable law, we will have no liability to you if we are unable to complete a transaction for any reason beyond our control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, any affiliates, and the parties with whom we and our affiliates contract in order to offer your Passport Account and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to your Passport Account, any products or services purchased using the Passport Account, or this Agreement (as well as any related or prior agreement you may have had with us).
- 6.6.2. By accepting this Agreement, you acknowledge that neither Bank nor we will be liable for taking action for the purpose of compliance with any applicable law or regulation.
- 6.7. Indemnification.** You shall indemnify and defend us, Bank and our respective officers, directors, employees, agents, and representatives, and hold each of them harmless, against suit, judgment, asserted claim, demand, excise taxes, claims, liabilities or losses, including fees of counsel, interest and other expenses, arising directly or indirectly from your breach of your obligations under this Agreement or those arising from the instructions or actions of you or of third parties whom you have permitted to direct, manage, view or otherwise act or omit to act in connection with your Passport Account. If we, Bank, and our respective officers, directors, employees, agents or representatives are entitled to indemnification against a claim under this Agreement, we shall give you prompt notice of the claim and any further pleadings, communication or other information connected with it. You shall defend us, Bank, and our respective officers, directors, employees, agents, and representatives, or pay for the cost of its defense, as we, Bank, or our respective officers, directors, employees, agents or representatives shall elect. The parties shall cooperate for the cost-effective defense of the claim, and us, Bank and our respective officers, directors, employees, agents and representatives shall not settle any claim for which indemnification is demanded without your consent.
- 6.8. No Warranty of Availability or Uninterrupted Use.** From time to time, services related to the Passport Website or the Passport Account may be inoperative. When this happens, you may be unable to access the Passport Website, and you may be unable to use the Passport Account or obtain information about the Passport Account. Please notify us if you have any problems using the Passport Account or Passport Website. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.
- 6.9. Amendment and Cancellation.** Except as otherwise required by applicable law, we may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on the Passport Website, and any such amendment will be effective upon such posting to the website. You will be notified of any amendment(s) in the manner provided by applicable law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, we may implement it without prior notice.
- 6.9.1. We may cancel or suspend your Passport Account or this Agreement at any time. You may contact Priority as provided in Section 6.10 to cancel this Agreement and your Passport Account. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to cancellation.
- 6.9.2. If your Passport Account is canceled, closed or terminated for any reason, you may request the balance to be returned to an external account that you have maintained, including any linked External Account. Allow at least fourteen (14) days for processing of such balance return. If we cancel, close or terminate the Passport Account, we will be responsible for sending you prior notice in accordance with applicable law. Specific information and instructions, including how to convert and receive any remaining Passport Account balance will be included in the notice.

6.10. Customer Service. For customer service or additional information regarding your Passport Account, please contact Priority at:

Phone: +1(800-475-0811)

Email: support@prioritypassport.com

Customer Service agents are available to answer your calls at the following hours:

Eastern Time: Monday through Friday: 7:00 AM – 7:00 PM.

Central Time: Monday through Friday: 8:00 AM – 8:00 PM.

Pacific Time: Monday through Friday: 6:00 AM – 6:00 PM.

6.11. IMPORTANT DISPUTE RESOLUTION PROVISIONS – ARBITRATION OF DISPUTES, CHOICE OF LAW, CLASS ACTION WAIVER AND LIMITATION OF ACTIONS.

6.11.1. Agreement to Arbitrate. The parties agree that any dispute, controversy, claim or disagreement (collectively referred to as “Disputes”) between the parties arising out of, concerning, or relating to this Agreement or the services provided thereunder, including the interpretation of this Section 6.11, shall be resolved on an individual basis solely through final and binding confidential arbitration as provided in this section. Such arbitration shall be conducted before a single arbitrator, administered by Judicial Arbitration and Mediation Services (“JAMS”), pursuant to its Streamlined Arbitration Rules & Procedures, which is available at www.jamsadr.com or by calling JAMS customer service at 800-352-5267. For purposes of this section, “parties” includes each party’s respective successors, assigns, servicers, officers, directors, members, employees, and representatives. Unless otherwise agreed to by the parties, the arbitration shall be conducted in Fulton County, Georgia. The arbitrator shall apply the substantive laws of Georgia in such arbitration. If for any reason JAMS cannot, or will not, as an arbitration administrator, the arbitration shall be administered by the American Arbitration Association pursuant to its streamlined rules or by such other arbitration organization that is mutually acceptable to the parties. The arbitrator shall resolve all issues relating to the Dispute, including but not limited to any determinations as to the interpretation, applicability, enforceability, scope, formation, performance or nonperformance of this Agreement. The arbitrator may decide a Dispute upon the submission of documents alone. Either party may submit relevant information, documents or exhibits to the arbitrator for consideration in deciding a Dispute. Each party agrees to continue performing its obligations under this Agreement while any Dispute is being resolved except to the extent the issue in dispute precludes performance (for example, a dispute over payment shall not be deemed to preclude performance).

6.11.2. No Class Action. THE PARTIES AGREE THAT EITHER PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLAIMANT OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. THE PARTIES ALSO AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON’S OR ENTITY’S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING.

6.11.3. Binding Arbitration. ARBITRATION OF DISPUTES IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE ANY DISPUTE THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, AND DISCOVERY MAY BE SEVERELY LIMITED BY THE ARBITRATOR. The decision of the arbitrator shall be final and binding on all parties, except for any right of appeal provided by the Federal Arbitration Act. Judgment on the award made by the arbitrator may be entered by any competent court with jurisdiction to enforce the award.

6.11.4. Arbitration Costs. Each party will pay for its respective attorneys’, experts’ and witness fees, regardless of which party prevails in the arbitration or any appeal. If either party fails to submit to arbitration following a proper demand to do so or fails to comply with the terms of an award or judgment following an arbitrator’s decision, such party shall bear the costs and expenses, including reasonable attorneys’ fees, incurred by the other party to compel arbitration or to enforce the award or judgment.

6.11.5. Survival. This Section 6.11 shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Passport Account, or any amounts owed on your Passport Account, to any other person or entity; or iv) closing of the Passport Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

6.12. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.

6.13. Termination. We and you may each terminate this relationship unilaterally at any time upon notice. To close your Passport Account and terminate this Agreement, please contact us as provided in Section 6.10.

- 6.13.1. You understand and acknowledge that even after executing this Agreement and opening a Passport Account, Bank has the right to close your account and terminate this relationship, and you will have no right to compel Bank to grant access to Bank services, either initially or after a Passport Account is opened.
- 6.13.2. **IMPORTANT:** If you terminate your relationship with us, the Passport Account will automatically be closed. Upon closure, any remaining funds in the Passport Account will be converted and returned to you in accordance with this Section.
- 6.13.3. Unless you are notified otherwise, upon termination, Priority will instruct Bank to return any remaining funds in the Passport Account in a check mailed to the address on file associated with the Passport Account. Bank's obligations to you will be fully satisfied by mailing a check in the appropriate amount to the address specified by us.

EXHIBIT A

Fee Schedule

Account Fees are due and payable monthly in advance on or before the 5th day of the month. The Account Fees will be debited from the Passport Account when due. Account Owner hereby authorizes Priority to debit Account Owner's Passport Account for the Account Fees.