

ACH Authorization Agreement

Company hereby authorizes DivvyPay, LLC (formerly DivvyPay, Inc.) and any successors and assignees (collectively, "Divvy") and their designees to initiate debit or credit entries to Company's deposit account at Company's depository bank, and further authorizes Company's depository bank to accept such entries initiated by Divvy and to debit or credit such entries to Company's account without responsibility for the correctness of the entries in connection with the (i) Terms of Service located at <https://getdivvy.com/terms-conditions/> and (ii) DivvyPay, Inc. Rewards Program and Divvy Rewards Program (collectively, "Terms and Conditions"). Divvy may make such debit or credit entries as requested, directed, or at any time when amounts are due or payable under the Terms and Conditions. Company agrees to be bound by the NACHA Operating Rules in effect when any debit or credit entry is submitted. Unless otherwise indicated, capitalized terms in this ACH Authorization Agreement ("Agreement") have the same meanings given them by the NACHA Operating Rules & Guidelines, as amended from time to time (the "Rules").

Additional Terms and Conditions

1. **Termination:** This Agreement shall remain in effect until terminated upon fifteen (15) days' notice by either Company or Divvy. Notice of termination shall in no way affect debit or credit entries made prior to actual receipt of notice, and shall not affect Company's obligation to pay any amounts owed.
2. **Effect on Other Agreements:** In the event of a conflict between this and the underlying Terms and Conditions, the terms set forth herein shall apply.
3. **Indemnification:** Company agrees to indemnify and hold Divvy harmless from any claim or claims including without limitation any claims based on losses due to (i) labor problems, breakdowns or other non-functioning of any equipment necessary for consummating the transfers contemplated by this Agreement or other causes or circumstances beyond the control of Divvy, (ii) the acts or omissions of third parties, including without limitation Company's bank, Divvy's bank, and Automated Clearing House Association, Federal Reserve Bank, Participating bank or courier services; and (iii) non-credit of any deposit.
4. **Funds on Deposit:** Company agrees to maintain sufficient funds on deposit in Company's demand deposit account at Company's bank to pay in full the total amounts debited to Company's account pursuant to this Agreement.
5. **To the extent applicable,** Company agrees to assume the responsibilities of an Originator under the Rules.
6. **Company agrees to undertake reasonable efforts to cooperate,** as permitted by applicable law, in performing loss recovery efforts in connection with any actions that we may be obligated to defend or elect to pursue against a third party.