

ACH Payment Services Agreement

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This agreement with Chase is available in Spanish as a courtesy. If there is any difference in meaning between the Spanish and English versions of this agreement or any related documents we provide you, either now or in the future, the English version is the official document and will prevail. Please consult with a translator if you have any questions.

Please read this document carefully and print a copy for your records. You can find a copy in the Agreements & Disclosures page on Chase Online.

This addendum governs your use of the ACH Payment Services (this "Addendum"). This Addendum adds to the terms you agreed to in the Digital Services Agreement (the "Agreement") and your Deposit Account Agreement. You must supervise persons you have authorized to use ACH Payment Services on your behalf. You are responsible for your authorized users' use of ACH Payment Services.

This agreement does not include terms for payment types or delivery methods not listed (such as Real-time payments or Wires). Please refer to the documentation for those products for their terms, which are available on Chase Online.

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1. General Terms

You can use the ACH Payment Services to send ACH payments from your eligible checking account to a Payee's account. Only business banking and private banking customers who enter into an applicable Deposit Account Agreement with us may use ACH Payment Services. Business customers may have fewer protections than consumer customers. Certain accounts

may not be eligible to fund through ACH Payment Services on [chase.com](https://www.chase.com). Same-Day ACH Payments are subject to the terms and pricing applicable to ACH Payments, but additional terms and fees may also apply as set forth below. All payments made through ACH Payment Services are subject to review for fraud, regulatory or compliance purposes, and such review may result in a transaction being delayed or rejected. You will be notified when a transaction cannot be processed on the original Send On date.

You're responsible for monitoring the status of your scheduled transactions.

If a capitalized term is not defined where it is used, then it has the meaning in the Glossary in Section 14. If the capitalized term is not in the Glossary, then it has the meaning given in the Agreement. If the terms of this Addendum conflict with the Agreement, this Addendum will control.

2. ACH Payment Services

You must obtain all authorizations required under applicable law and the ACH Rules to make ACH Payments. We may also ask you to obtain authorizations. You must give us copies of authorizations if we ask for them. You must give us all the information we need to complete your ACH Payment. You must tell us if the Payee is a vendor or Employee by indicating if the bank account type is a personal (Employee) or business (Vendor) account. The information you provide must be correct. When you send us Instructions, you authorize us to complete your ACH Payments based on your Instructions. You authorize us to electronically debit the Pay From account listed in your Instructions. You may only send ACH Payments to Payees in the United States with accounts at ACH network member banks. You authorize us to update your Payee's information if your Payee asks us to do so. You will be notified when we update a Payee's information. You additionally agree that you will make the necessary changes on your systems when we update a Payee's information at their request and notify you.

ACH Payment Services allows you to designate payees by type of payment. The service supports payments to both personal and business DDA accounts. When creating payees, you must designate whether a payee should be considered an employee (payment to personal accounts) or a vendor (payments to business accounts). See GLOSSARY below for more information. Payments to payees designated as "Employees" must be sent to personal accounts, and generally require at least 2 days to deliver. These payments may appear as "Basic payroll" or "Payroll Payments." Payments to payees designated as "Vendors" can be sent to businesses or individuals. The Deliver By Date must be at least one business day in the future. These payments may appear as "ACH Payments" or "Vendor payments."

You must give us an Employee's voided check or deposit slip for the Employee's checking account if we ask for it. TheChase Online Service should not be your permanent record for accounting, tax or any other purpose.

Entitlements to make Payments to employee or vendor Payees can be managed independently for authorized users.

We may limit the amount of money you can send in one (1) ACH Payment or in one (1) day.

We may establish lower transaction limits for you and may block or reject any transaction that exceeds a limit we have established. You will be notified when a transaction is blocked or rejected by Secure Message Center notification, the Payment Activity page in Chase Online, or in your transaction history on Chase Online.

The current limit for a single Same-Day ACH Payment is \$100,000.00.

We may adjust these limits at any time in our sole discretion with notice to you.

We must receive your Instructions before the cutoff Cutoff Times below to send it on the same Business Day. The Cutoff Time for making a Standard ACH Payment is 8:00 PM Eastern Time. Same-Day ACH Payments must be authorized before the 2:00 PM Eastern Time Cut Off Time. Same-day ACH Payments not authorized by the 2:00pm Eastern Time Cut Off Time for the day will be scheduled for the next available Same-Day ACH Payment delivery, which may be the next business day, unless cancelled by the user. This may result in the transaction settling on the next day and these transactions may still be charged a Same-Day ACH delivery fee. Same-Day ACH Payments not authorized before the 2:00pm Eastern Time cutoff time will expire after 48 hours.

If we receive your Instructions after the Cut Off Time stated above for your Instruction type, we may still debit your account that day. We will debit your Pay From account based on the Deliver By date you choose.

Type of ACH Payment	When We Debit your Pay From Account
Approved Instructions received by us before the Cut Off Time for your Instruction on a Business Day	Calendar day you send
Approved Instructions (other than Repeating ACH Payments or Employee payments) received by us after the Cutoff Time for your Instruction	Following Business Day
Approved Instructions (other than Repeating ACH Payments or Employee payments) received by us on non-Business Day	Next Business Day
Repeating ACH Payment Instructions received by us at least one day before the Deliver By date	1 Business Day before Deliver By date
Repeating ACH Payment Instructions with Deliver By date on scheduled Deliver By date on a non-Business Day	1 Business Day before date (when Deliver By date is a non- Business Day)
Employee ACH Payment Instructions received by us before the Deliver By date	1 Business Day before Deliver By date
Repeating Employee ACH Payment Instructions received by us before the Deliver By date	1 Business Day before the Deliver By date
Repeating Employee ACH Payment Instructions received by us with Deliver By date on non-Business Day	1 Business Day before Deliver By date (when Deliver By date is a non-Business Day)

You must have enough funds available in your Pay From account on the Send On date to complete your ACH Payment. If you do not have enough funds available, we are not required to follow your Instructions. We count funds in your overdraft account as available funds, if applicable. If there are insufficient available funds in the Pay From account to cover an ACH Payment and you have Overdraft Protection, the funds in your linked protecting account are eligible and will be transferred to cover the ACH Payments initiated via the ACH Payment Service. You authorize us to debit your Pay From account even if it will overdraw your account(s) or increase an overdraft. You authorize us to debit your account(s) enrolled in Overdraft Protection if you do not have enough funds available in your Pay From account. We are not liable for failure to pay any ACH Payment if you do not have enough funds available in your Pay From account.

If you do not have enough funds for a Same-Day ACH Payment, we will reject your Same-Day ACH Payment Instructions. We will not retry the Same-Day ACH Payment.

If you do not have enough funds on the morning of the Send On date for a Future Dated ACH Payment, then we may:

- Reject your Instructions;
- Overdraw your account(s) and complete the ACH Payment; or
- Try to debit your account up to 2 more times on the next 2 Business Days. A status of "Funds Needed" will appear on the Payment Activity page on Chase Online. If the ACH Payment fails six (6) times, your ACH Payment will be Cancelled. A status of "Funding Failed" will appear on the Payment Activity page on Chase Online. We will notify you via Secure Message Center, the Payment Activity page on Chase Online, or email each time the ACH Payment fails. If there is a problem with your Pay From account, we may not complete the ACH Payment.

You may cancel any Pending ACH Payment by the Cutoff Time for your Instruction type on the Send On date. If we already debited your Pay From account, we will refund the funds for the Cancelled ACH Payment by the following Business Day. You may not change Instructions or Pending payments after you schedule them.

You may also cancel a Funded Employee payment if you contact us by the Cutoff Time on the Send On date.

3. Fees

You must choose a Primary Account when you enroll for the ACH Payment Service. You authorize us to withdraw ACH Payment and Same-Day ACH fees from your Primary Account. Additional fees may apply for Same-Day ACH Payments. We may add, delete, or change fees with notice to you.

Fee Type	Fee Amount
ACH Payment Fee (Standard delivery)	First 10 payments \$2.50 each \$0.15 per transaction (after the first 10)
Payment Reversal Request	\$2.50 per request

Failed ACH Payment accounts and Chase	\$2.50 per return (Chase Analysis Business Checking)
Fee per Failed ACH Payment	Analysis Business Checking with Internet accounts are \$3
Same-Day ACH Payment	1% of transaction amount up to \$25.00 per transaction

Fees generally appear one month in arrears on your statements. Your fees may be different if you use your J.P. Morgan Private Bank account to make ACH Payments.

4. Deliver By Date

We cannot guarantee your ACH Payment will be delivered on the Deliver By date you choose. Usually the Deliver By date will be the Business Day after the Send On date but it may take longer. The Send On and Deliver by dates for Same-Day ACH payments prior to the Cutoff Time for Same-Day ACH Payments will be the same. After the Cutoff time, the deliver by date will change to the next Business Day. It may take longer for the Payee's bank to post the ACH Payment to the Payee's account.

We are not responsible for the timeliness of funds availability at the Payee's bank.

5. Duplicate Entries

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

6. Notifications

We will notify you if there is a problem with your Instructions with a message through the Secure Message Center, the Payment Activity page on Chase Online, or your primary email address on file.

7. ACH Rules

When we use capitalized terms in this Addendum not defined in the Glossary or the Agreement, the definition in the ACH Rules applies. The ACH Rules govern the Entries we send on your behalf unless you and we agree otherwise. You and we are bound by the ACH Rules. We may audit your compliance with the ACH Rules. A Credit Entry by a Receiving Depository Financial Institution ("**RDFI**") to the Receiver is provisional until the RDFI receives final settlement. If the RDFI does not receive settlement, the RDFI may refund the amount credited. You are not deemed to have paid the Receiver the amount of such Credit Entry.

8. Processing; Transmittal

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

9. Rejections; Returns

We may reject your Instructions for any reason. We will notify you when we or the RDFI reject or return your Instructions with a message through the Secure Message Center or your primary email address on file. You must correct and re-send any rejected Instructions you still want to send. We will credit your account for any returned Credit Entry when we receive settlement for such Entry for ACH Payments other than Employee payments.

If we do not receive final settlement for an Employee payment for any reason, we will charge back the amount of such Employee payment to the Pay From account or claim a refund from you.

10. Reversals

You can request a reversal by calling us at 1-877-CHASEPC (1-877-242-7372) within 5 Business Days of the Deliver By date. We do not accept late reversal requests. We do not promise the RDFI will honor your request. When you start a reversal request, we credit your Pay From account for the reversal and place a hold on the funds for 7 Business Days.

If the RDFI does not accept the reversal request, we will debit the amount of the reversal request from your Pay From account. We will also debit the Pay From account for the reversal if we do not receive final settlement. You will not see your reversal request on your Online Services status report.

You will indemnify us and the RDFI from and against any and all claims, demands, losses, liabilities or expenses (including attorneys' fees and costs) if we or the RDFI comply with your request.

11. Name/Identifying Number Inconsistencies

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

12. Warranties; Indemnity

Except as specified below, you make the same warranties to us as we make under the ACH Rules. We do not have responsibility for such warranted matters. In the case of On-Us Entries,

your warranties apply at the time we first process an On-Us Entry. You do not warrant: (i) our power under applicable law to comply with the ACH Rules; or (ii) the conformity of Entries transmitted by us to the file specifications contained in the Rules. You represent, warrant and acknowledge that each Entry you originate will comply with all applicable U.S. laws and regulations.

You will indemnify us and hold us harmless from and against any and all claims, demands, losses, liabilities or expenses (including attorneys' fees and costs) resulting directly or indirectly from: (i) your breach of any warranty under this Addendum; and (ii) the our transmittal of Entries following your Instructions.

13. Liability Limitations

WE AND OUR OFFICERS AND DIRECTORS, ARE NOT LIABLE FOR ANY DAMAGE, LOSS, EXPENSE OR LIABILITY OF ANY NATURE YOU MAY SUFFER OR INCUR, EXCEPT FOR DIRECT LOSSES OR EXPENSES ATTRIBUTABLE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF US OR OUR OFFICERS OR DIRECTORS. WE AND OUR OFFICERS AND DIRECTORS ARE NOT LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGE OF ANY KIND (INCLUDING, BUT NOT LIMITED TO LOST PROFITS), WHETHER OR NOT FORESEEABLE, EVEN IF WE OR OUR OFFICERS OR DIRECTORS ARE ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE, AND REGARDLESS OF WHETHER THE CLAIM FOR LOSS OR DAMAGE IS MADE IN NEGLIGENCE, GROSS NEGLIGENCE, FOR BREACH OF CONTRACT OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE FOR: (I) ANY ACT OR FAILURE TO ACT OF A REGIONAL ACH NETWORK, AN RDFI, OR ANY OTHER THIRD PARTY; OR (II) AN ACT OF GOD, ACT OF GOVERNMENTAL AUTHORITY, DE JURE OR DE FACTO, LEGAL CONSTRAINT, WAR, TERRORISM, CATASTROPHE, FIRE, FLOOD OR ELECTRICAL, COMPUTER, MECHANICAL OR TELECOMMUNICATIONS FAILURE, OR UNAVAILABILITY OF A PAYMENT SYSTEM, OR ANY CAUSE BEYOND ITS REASONABLE CONTROL.

14. Glossary

- "ACH network" means the Automated Clearing House network;
- "ACH Payment" means a type of electronic fund transfer sent through the ACH network to transfer money to a Payee's account, which includes both Standard ACH Payments and Same-Day ACH Payments;
- "ACH Payment Service" means a service you use to make an ACH Payment;
- "ACH Rules" means the NACHA Rules and the rules of any regional ACH network;
- "Cancelled" means an ACH Payment will not be processed or sent;
- "Current Day" means an ACH Payment that is scheduled with a present day Send On date;
- "Deliver By date" means the date by which an ACH Payment will be delivered to the Payee's account;
- "Employee" means a type of Payee to whom you designate an Employee payment to be directed;
- "Employee payment" means a type of ACH Payment sent via the ACH network for direct

deposit of an Employee's wages or other compensation;

- "Funded" means when an ACH Payment amount has been withdrawn from the available balance of your Pay From account;
- "Funding Failed" means when an ACH Payment will not be delivered after a total of 3 unsuccessful attempts have been made to withdraw funds from the Pay From account on consecutive Business Days;
- "Funds Needed" means when an Instruction is not processed because the respective Pay From account had insufficient funds to complete the transaction after the first and/or second attempt to withdraw the funds;
- "Future Dated" means Instructions that are not scheduled to begin processing on the Current Day. You may only choose Business Days for Future Dated ACH Payments. Future Dated ACH Payments include any Instruction entered after the Cutoff Time on any Business Day or any Instruction entered on a non-Business Day;
- "In Process" means that an ACH Payment is no longer "Pending" or "Funded" and it cannot be changed or Cancelled;
- "Instructions" means the information you give us for an ACH Payment to be delivered to the Payee;
- "NACHA Rules" means the Operating Rules of the National Automated Clearing House Association, as amended from time to time;
- "Payee" means the person to whom you send an ACH Payment;
- "Pay From account" means the eligible deposit account from which ACH Payments will be made;
- "Pending" means any Instruction you ordered that you have not Cancelled before the Cutoff Time on the Send On date. All Future Dated ACH Payments are "Pending" starting from the time you enter Instructions until they are "Funded"
- "Primary Account" means the checking account you designate for paying any recurring monthly service fees;
- "Repeating ACH Payment" means automatic recurring ACH Payments to the same Payee for the same payment amount. You can authorize Repeating ACH Payments up to 365 days in advance;
- "Same-Day ACH Payment" means an ACH Payment with expected settlement by end-of-day on the day the transaction is sent;
- "Send On date" means the Business Day you choose for your ACH Payment to start processing;
- "Standard ACH Payment" means an ACH Payment with expected settlement within 1-2 business days from the day the transaction is sent.
- "Vendor" means a type of Payee to whom you designate for electronic payments deposited into business or personal accounts.