Digital Banking Agreement

FOR BUSINESS ONLINE AND MOBILE BANKING

Effective June 2026

Santander
Small Business Banking

Digital Banking Agreement

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I. GENERAL DESCRIPTION OF AGREEMENT

A. WHAT THIS AGREEMENT COVERS

This Digital Banking Agreement for Business Online and Mobile Banking (as may be amended from time to time, collectively referred to as this "Agreement") between you and Santander Bank, N.A. (also referred to herein as "Santander Bank," "Santander," "we," "us," and "our") governs the use of our Business Online Banking service and our Business Mobile Banking service (collectively referred to herein as "Business Online and Mobile Banking"). Business Online and Mobile Banking enables you to perform a number of digital banking functions on accounts linked to the service(s) through the use of, for Business Online Banking a personal computer, or, for Business Mobile Banking a mobile device. Unless otherwise indicated, "accounts," "linked accounts," or "accounts linked to the service" refers to all of your Santander Business Banking or Personal accounts that you have linked to Business Online Banking or Business Mobile Banking services.

The purpose of this Agreement is to inform you about the features, functions, and appropriate uses of Business Online and Mobile Banking and some of your obligations and liabilities in connection therewith.

B. ACCEPTING THE AGREEMENT

When you use Business Online and Mobile Banking, you agree to the terms and conditions of this Agreement and any attachments or addenda hereto. We may change the terms of this Agreement, including any fees and features of any linked account(s), at any time. By continuing to use Business Online and Mobile Banking after the effective date of any change, you agree to the change. You may not assign this Agreement.

We may, from time to time, introduce new features to Business Online and Mobile Banking or modify or delete existing features in our sole discretion. We shall notify you of any of these changes to features if we are legally required to do so. By continuing to use Business Online and Mobile Banking after any new or modified features become available, you agree to be bound by the terms of this Agreement and any additional terms and conditions or applicable rules concerning those features.

You agree not to use Business Online and Mobile Banking for any other purpose, including commercial purposes, such as co-branding, framing linking, or reselling any portion of Business Online and Mobile Banking without our prior written consent. You agree not to use Business Online and Mobile Banking to pay payees to whom you are obligated for tax payments, with the limited exception that, if made available in Business Online and Mobile Banking, you may request a wire transfer to the Internal Revenue Service using the "IRS Wire Tax Payment" feature of Business Online and Mobile Banking. You also agree not to use Business Online and Mobile Banking to make payments made pursuant to court orders or to make payments to settle securities transactions or as loan pay-off amounts, fines, time-share payments, payments to loan sharks, gambling debts, or any other payments that may be or are otherwise prohibited by law. In no event will we be liable for any claims or damages resulting from your scheduling of these types of payments. You agree not to attempt to log on to Business Online and Mobile Banking from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to Business and Mobile Banking from one of these countries may result in your access being restricted and/or terminated.

You acknowledge and agree that you will not originate or conduct ACH transactions, Bill Payments, wire transfers, internal transfers, or any other transactions that violate state, federal or other applicable law, including but not limited to OFAC rules or requirements. We are not obligated to honor any payment order or other Instruction that could be inconsistent with or a violation of applicable law, including, without limitation, the rules and requirements of OFAC and the Financial Crimes Enforcement Network.

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C. RELATION TO OTHER AGREEMENTS

Your use of Business Online and Mobile Banking may also be affected by other agreements between you and us for your deposit or other linked account(s). Use of Business Online and Mobile Banking is governed by this Agreement, as well as any other agreements concerning the accounts, products, or other services of Santander that you use or maintain, including but not limited to the Business Deposit Account Agreement, Business Deposit Account Fee Schedule, Wire Transfer Agreement, and other cash management or product or service agreements. You must maintain your account(s) in good standing with us in order to perform transactions through those accounts using Business Online and Mobile Banking.

To the extent there is a conflict between the terms of this Agreement and your applicable account agreement(s) with us, the terms of your account agreement(s) will control except as otherwise stated herein. In the event of a dispute arising under or relating in any way to this Agreement or to the use of Business Online and Mobile Banking provided under this Agreement, you and Santander agree that the terms of this Agreement will govern and control. If this Agreement conflicts with any statements made by one of our employees or agents, the terms of this Agreement shall control.

D. LIMITATION OF SERVICE

We have the right to revoke, refuse access to, or terminate Business Online and Mobile Banking for any Customer, Sys Admin, User, or other participant or party at any time, without cause or notice. If we do, you understand that no scheduled transactions initiated through Business Online Banking or Business Mobile Banking will be made. You will be denied the use of Business Online and Mobile Banking if you do not enter the correct login information. There is a limit of three (3) failed login attempts; your access to Business Online and Mobile Banking will be suspended if you exceed these limits. A Sys Admin (as defined herein) can reset your password using the Forgot Password feature available in the login page.

All of the features of Business Online Banking may not be available through the Business Mobile Banking application. To access all features and services offered through Business Online Banking, sign in directly to our website at www.santanderbank.com.

E. DEFINITIONS

"Automatic Payment" means a Bill Payment scheduled for a fixed amount at regular intervals. For example, you can schedule a Bill Payment for the first day of each month to pay your mortgage or rent.

"Available Funds" means funds on deposit in your Santander account and available for withdrawal pursuant to our Funds Availability Policy in our Business Deposit Account Agreement.

"Basic Payments" means a feature within Business Online Banking or Business Mobile Banking that allows you to make electronic transfers from your eligible Santander Checking, Savings, and Money Market Savings accounts to other checking, savings, or money market savings accounts at Santander or at other financial institutions in the U.S. These transfers can be automated clearing house (ACH) or wire transactions, or may be sent as an internal transfer when sent to a Santander customer's account.

"Bill Payment" means a payment that is scheduled or made using the BillPay feature of Business Online Banking or Business Mobile Banking.

"Biller" means the person or company you set up on the "BillPay" page of Business Online or Mobile Banking to receive a bill payment, and/or is the person or company from which you receive electronic bills within BillPay.

"BillPay" or "the Service" means the bill payment service or feature within Business Online and Mobile Banking that is offered by us and may be offered by us through one or more third-party service providers.

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"*Business Day*" means every Monday through Friday, excluding federal holidays.

"*Due Date*" means the date on your Biller statement on which the payment of that Biller Statement is due; it is not the date on which the payment is considered late, nor does it include any applicable grace period.

"*Electronic Bills*" or "*e-Bills*" means the bills you can receive electronically from participating Billers. E-bills must be requested through Business Online Banking using a personal computer.

"*Instructions*" means the information provided by you to us through Business Online and Mobile Banking to perform a payment or other transaction, including a Bill Payment, Basic Payment, or other transfer of funds. Instructions may include information such as payee/beneficiary name, account number, amount of funds to be transferred, and other information related to the requested transaction.

"*Payee*" or "*Recipient*" means the person or company to which a payment may be made using the Basic Payments feature of Business Online Banking.

"*Payment Account*" means the Santander Business Checking account from which a Bill Payment will be debited. You will need to designate a business checking account to be the Payment Account at the time you schedule a Bill Payment. All of your eligible checking accounts will automatically be displayed in Business Online and Mobile Banking as an eligible Payment Account.

"*Payment Calendar*" is a calendar found within the BillPay service used to schedule your payment date. The Payment Calendar will indicate the first available payment date and all other available payment dates when your bill can be paid.

"*Recurring Transfer*" means a transfer or Basic Payment scheduled for a fixed amount at regular intervals.

"*Same Business Day Transfer (Wire)*" means a Basic Payment transaction that will generally be processed and sent from Santander on the same Business Day as the transfer is requested, subject to the cut-off times and other conditions described in this Agreement. A Same Business Day Transfer (Wire) to an account at another financial institution will be processed as a wire transfer. In addition to this Agreement and any related agreements with Santander, any Same Business Day Transfer (Wire) is subject to the Wire Transfer Agreement and other applicable law.

"*Scheduled Payment*" means a Bill Payment that has been scheduled through the BillPay feature of Business Online Banking or Business Mobile Banking but has not been processed.

"*Scheduled Payment Date*" means the day you select for your Biller to receive the Bill Payment. If the Scheduled Payment Date falls on a non-Business Day for an Automatic Payment, the Scheduled Payment will process on the next Business Day.

"*Service Fee Period*" means the period beginning on the day regular service fees, such as monthly fees, are posted to your account and ends on the day before service fees are next posted to your account. This may not always be a calendar month.

"*Sys Admin*" means the System Administrator or the business owner or authorized account signer with full access to Business Online and Mobile Banking through their Sys Admin profile.

"*Up to 2 Business Days Transfer (ACH)*" means a Basic Payment transaction that will generally be processed and sent from Santander within two Business Days, subject to the cut-off times and other conditions described in this Agreement. An Up to 2 Business Days Transfer (ACH) to an account at another financial institution will be processed as an ACH transaction. In addition to this Agreement and any related agreements with Santander, an ACH transaction is subject to the operating rules and guidelines of the ACH network promulgated by the National Automated Clearing House Association (or NACHA) and other applicable law.

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"Users" means users set up by the Sys Admin through the Business Online Banking application and have delegated access to specific features in Business Online and Mobile Banking.

"You" and "your" and "Customer" mean the sole proprietor, corporation, partnership, trust, limited liability company, incorporated non-profit organizations, unincorporated business organizations, or other business, government or non-profit entity, including any of their Sys Admins, account authorized signers, and Users of Business Online and Mobile Banking, that opened an account with us and enroll, use, or access Business Online Banking and Business Mobile Banking.

F. SERVICE FEES

We do not charge a fee for general access to Business Online and Mobile Banking at this time; however, certain services offered through Business Online and Mobile Banking, such as sending a Basic Payment, may incur fees. In addition, you are solely responsible for paying any telephone company or utility charges and/or internet access fees incurred while using telephone lines and/or internet access services to connect with Business Online and Mobile Banking.

We reserve the right, at any time, to add or modify fees charged for Business Online and Mobile Banking and any associated services. We will notify you or update the fees displayed in Business Online and Mobile Banking platform if and when we do so.

Fees for Basic Payments may be displayed on the page used to initiate Basic Payment transfers within Business Online and Mobile Banking. Please also refer to the Business Deposit Account Fee Schedule and/or the Personal Deposit Account Fee Schedule for standard fees and charges related to business deposit accounts or personal deposit accounts, as applicable.

II. GETTING STARTED WITH BUSINESS ONLINE BANKING & MOBILE BANKING

A. GETTING STARTED

To use Business Online Banking or Business Mobile Banking you must use devices and software compatible with our software applications. You agree to comply with Santander's Business Online and Mobile Banking enrollment procedures which are determined in our sole discretion, and may change from time to time without notice. Enrollment procedures may require, among other things, the submission of Customer information and documentation, visiting a Santander branch, or speaking with a Santander team member by telephone. Only an authorized account signer on a qualifying Santander business account may be eligible to enroll a Customer in Business Online and Mobile Banking.

For Business Online Banking access, you must have:

- Please note if you are using an earlier version of the browsers and operating systems listed here, you may experience limited functionality and may therefore not be able to take advantage of every service, function or product we make available to you.
- An Internet browser that supports 128-bit encryption and all HTML5 standards used on any of the following operating systems:
  - Windows 10 or higher:
    - Firefox 104 or Higher
    - Chrome 107 or higher
    - Edge 107 or higher

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  - Mac OS 13.7.7 or higher:
    - Safari 16 and Higher
    - Chrome 107 and Higher

- Any of the following mobile operating systems using the default browser(s):
  - iOS or iPadOS 18.0 or higher.
  - Android Smartphones and Tablets OS 13.0 or higher.

- Mobile device access to Business Online Banking

  To access Business Online Banking through an internet browser on a mobile device, you must have any of the following mobile operating systems:
  - Apple iPhone, iPad, or iPod touch (Requires iOS or iPadOS 17.6 or higher.)
  - Android Smart Phone or Tablet (Requires Android 13.0 or higher.)
  - Please note if you are using an operating system lower than the operating system stated here, you may experience limited functionality with Business Online and Mobile Banking.

For access to Santander's Business Mobile Banking application, you must:

- Download the Santander Business Banking Mobile application; AND
- Have an iOS mobile device running iOS 17.6 or greater, OR
- Have an Android mobile device running Android 13.0 or greater.

B. USING BUSINESS ONLINE AND MOBILE BANKING

You may use Business Online Banking to:

1. Transfer funds between your Santander Checking, Savings, and Money Market Savings accounts or to other Santander customers.
2. Transfer funds between your Santander Checking, Savings, and Money Market Savings accounts and checking, savings, and money market savings accounts at other financial institutions in the U.S.
3. Obtain balance and transaction information for your eligible Santander Checking, Savings, and Money Market Savings accounts.
4. View the front and back images of recently cleared checks, withdrawal slips, and deposit slips.
5. Perform self-service account maintenance, such as placing your own stop payment requests.
6. Pay bills through the BillPay service.
7. View nicknames of Billers while paying bills and enjoy calendar access to easily set up both recurring and/or one-time payments.
8. View your deposit account statements online.
9. Select statement account delivery preference.
10. Set up and manage Alerts sent via email regarding your business accounts.
11. View password requirements when setting up or changing a password.
12. Manage contact details — edit, add, or delete business contact information at any time.
13. View last login date and time.

You may use Business Mobile Banking to:

1. Transfer funds between your Santander Checking, Savings, and Money Market Savings accounts or to other Santander customers.
2. Transfer funds between your Santander Checking, Savings, and Money Market Savings accounts and checking, savings, and money market savings accounts at other financial institutions in the U.S.

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3. Obtain balance and transaction information for your eligible Santander checking, savings, and money market savings accounts.
4. View the front and back images of recently cleared checks, withdrawal slips, and deposit slips.
5. Pay bills through the BillPay service.
6. View nicknames of Billers while paying bills and enjoy calendar access to easily set up both recurring and/or one-time payments.
7. Capture electronic images of the front and back of certain checks, and deposit checks into the account you select. Please review Section VI: Mobile Check Deposit for further details.
8. Set up biometric identifier(s) to securely log in.

Any transaction made through Business Online and Mobile Banking will be conclusively presumed to have been made at your request when *(1)* deposited or credited to or debited from your account with Santander Bank or *(2)* made with the instructions of a User authorized to transact on your behalf.

Not all functionality may be available on all devices based on the compatibility requirements.

Some electronic communications may be sent by email. You acknowledge that the email address you provide to us is a valid email address and that you expressly consent and authorize us to send electronic communications to that email. Furthermore, you agree that you will immediately provide us with an updated email address, should it change. If we deliver electronic communications to you using the email address we have on file, you will be deemed to have received the electronic communications even if, for example, our message is returned to us by an internet service provider as undeliverable.

If you are using finance management tools, software, or any other indirect or third-party service to access, track, download, or pay bills, the features listed above may not be available or your software may not work in conjunction with Business Online and Mobile Banking.

You hereby acknowledge, and when required by applicable data protection regulation expressly consent to, the disclosure of your personal data to other Santander Group companies, along with any relevant transactions-related information, if we determine it to be required by or advisable to comply with applicable law or internal policies, including, but not limited to (i) Santander Group's Financial Crime Compliance internal policies, (ii) its legal obligations relating to the anti-money laundering and counter terrorism financing regulations and (iii) its regulatory reporting to the supervisory authorities.

Biometric Identifier

If you register any biometric identifier on your mobile device and use that to log in to Business Mobile Banking, you agree and understand that anyone else whose biometric identifier can be used on your mobile device may have access to your account. If there are other persons whose biometric identifiers can be used to access your mobile device, such person(s) may also be able to access Business Mobile Banking in this manner. You expressly acknowledge and agree that we are not liable and will not be liable for any transactions conducted by, or any account information accessed by, any party whose biometric identifier is registered to or can be used on your mobile device.

C. USING YOUR PASSWORD

The password of a Sys Admin acts as the Sys Admin's signature as an authorized signer of the Customer and the owner and sole user of the Organization ID and User ID through which the Customer can access and transact through Business Online and Mobile Banking. Your password is an identification code that is personal and confidential. The use of the password with Business Online and Mobile Banking is a security method by which you maintain the security of your account(s).

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YOU AGREE THAT YOU WILL NOT DISCLOSE YOUR PASSWORD TO ANYONE AND THAT YOU WILL TAKE ALL PRECAUTIONS TO ENSURE THAT NO ONE ELSE LEARNS YOUR PASSWORD AND TO PRESERVE THE CONFIDENTIALITY OF YOUR ORGANIZATION ID, USER ID, AND PASSWORD, AS WELL AS ANY AUTHENTICATION CODE, ONE-TIME PASSCODE (OTP), OR OTHER IDENTIFIER OR SECURITY INFORMATION YOU RECEIVE OR OBTAIN TO USE BUSINESS ONLINE AND MOBILE BANKING. YOU FURTHER AGREE TO PREVENT THE USE OF THE BUSINESS ONLINE AND MOBILE BANKING SYSTEM BY UNAUTHORIZED PERSONS. YOU AGREE THAT IF YOU GIVE YOUR PASSWORD TO SOMEONE ELSE TO USE, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OR MISUSE OF BUSINESS ONLINE AND MOBILE BANKING BY THEM. YOU AGREE THAT IF YOU ALLOW SOMEONE ELSE TO ACCESS BUSINESS ONLINE AND MOBILE BANKING, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OR MISUSE OF BUSINESS ONLINE AND MOBILE BANKING BY THEM UNTIL YOU TELL US THAT YOU HAVE REVOKED THIS AUTHORIZATION AND WE HAVE A COMMERCIALLY REASONABLE AMOUNT OF TIME TO ACT ON SUCH NOTICE OF REVOCATION. YOU ASSUME FULL RESPONSIBILITY FOR THE CONSEQUENCES OF ANY MISUSE OR UNAUTHORIZED USE OF OR ACCESS TO BUSINESS ONLINE AND MOBILE BANKING OR DISCLOSURE OF ANY CONFIDENTIAL INFORMATION OR INSTRUCTIONS BY YOUR EMPLOYEES, AGENTS, OR OTHER THIRD PARTIES.

If you permit any other person(s) or entity, including any data aggregation service providers, to use Business Online and Mobile Banking or to access or use your card numbers, account numbers, PINs, User IDs, passwords, or other means to access your accounts through Business Online and Mobile Banking, you assume full responsibility for any transactions and activities performed from your accounts and for any use or misuse of your personal and account information by such person (s) or entity (ies). You agree to: *1)* keep your Organization ID, User ID and password secure and strictly confidential; *2)* immediately notify us of any change in status, or authority, of any authorized signer or User on record with us; and *3)* immediately notify us and select a new password if you believe or have reason to believe your Organization ID, User ID, or password is known or may be used by any unauthorized person(s).

Santander will have no liability to you for any unauthorized payment or transfer made using your Organization ID, User ID, or password that occurs before you have notified us of possible unauthorized use and we have had a commercially reasonable opportunity to act on that notice. We may suspend or cancel your use of Business Online and Mobile Banking without notice from or to you if we suspect your Organization ID, User ID, or password is being used in an unauthorized or fraudulent manner.

Any transaction initiated through Business Online and Mobile Banking using your Organization ID, User ID, and password or biometric identifier, even if you or any of your Users did not actually conduct the transaction, will be deemed to have been authorized by you and you will be responsible for the transaction. You expressly acknowledge and agree that it is solely your responsibility to ensure at all times that any computer or mobile device that is used to access Business Online and Mobile Banking is protected from viruses and other malware by using firewalls, antivirus software and anti-malware software.

D. SYS ADMINS AND USERS

You acknowledge that Customer may have one or more authorized signer(s) on their business account(s), and each authorized signer may enroll in Business Online and Mobile Banking as a Sys Admin, subject to Santander's enrollment procedures and discretion. Each Sys Admin may have their own Organization ID, User ID, and password which must be protected and kept confidential. Each Sys Admin has authority to conduct payments, transfers, and other transactions using the services available through Business Online and Mobile Banking. Only an authorized signer on one or more of the Customer's business account(s) may be eligible to enroll as a Sys Admin. A Sys Admin is automatically assigned the highest level of access to Business Online and Mobile Banking services.

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A Sys Admin may use Business Online Banking to add additional Users and set up each User with a separate password, and to remove any Users. Within Business Online Banking, the Sys Admin can also designate, restrict, and manage the access/service level for each additional User in Business Online and Mobile Banking. The Sys Admin has the authority to authorize other User(s) to have, depending on the access and actions, authority equal to or lesser than the Sys Admin's level of access and authority.

User access restrictions can cover the following: accounts a User has access to, dollar limits for certain transactions, whether financial or certain non-financial transactions can be completed, reports and information that can be viewed, and services that may be accessed. BillPay, Mobile Check Deposit, and Self-Service Reset Password and Retrieve User ID/Organization ID features are only available to the Sys Admin.

The Sys Admin can manage User access levels in Business Online Banking, and by restricting which User(s) are permitted to initiate and release payments, can create dual control. Dual control is designed to provide an additional layer of security for certain Business Online and Mobile Banking services, such as Basic Payments. With dual control, a secondary authorization by the Customer is required prior to releasing a payment initiated by a User.

Customer acknowledges that Santander strongly recommends Customer's use of "dual control" for Users, subject to Customer's election to decline or otherwise not use dual control. If Customer rejects or otherwise does not elect the use of dual control and/or other security procedures, Customer agrees that such rejection or non-election is at Customer's sole risk, and Customer shall be responsible for any loss resulting in whole or in part therefrom, including without limitation, for any losses arising out of or resulting from fraud. Customer further acknowledges, in such case: (i) that Santander has offered a commercially reasonable means of security as described in this Agreement; and (ii) that payment Instructions initiated by the User shall be treated as authorized on behalf of Customer.

Regardless of the nature of the transaction, you are responsible for all transactions performed by any User until you remove or cancel the User's access to Business Online and Mobile Banking and we have had a commercially reasonable opportunity to implement such removal or cancellation. You agree that you are responsible for any Business Online Banking and Business Mobile Banking action or service activity (including without limitation, funds transfers, wire transfers, and/or ACH transactions) of the Sys Admin, any User(s), and any user or person that you allow to access Business Online or Mobile Banking.

Please see the section of this Agreement titled "Business Online and Mobile Banking for Use with Personal Accounts" for information regarding the use of Business Online and Mobile Banking by the Sys Admin to transact on the Sys Admin's personal accounts at Santander.

E. ALERTS

You can set up opt-in alerts in Business Online Banking to be sent to your email address on file for the individual customer associated with the business, or one that you provide during the activation process. Alerts allow you to receive important notifications triggered by specific account activities. You can choose to receive business deposit account-related alerts. The alerts service will allow you to choose which alert messages you would like to receive for each of your business deposit accounts. Each alert has different options available, and you will be asked to select from among these options upon activation of your alerts service. Depending on the type of alert, it may take up to two Business Days for the alerts to be implemented. You agree that we are not liable for any delays, failure to deliver any alert(s), misdirected delivery of any alert(s), any errors in the content of an alert(s), or any actions taken or not taken by you or a third party as the result of an alert.

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We may add new alerts from time to time, or cancel old alerts. We will use commercially reasonable efforts to notify you when we cancel existing alerts, but are not obligated to do so.

Alerts will be sent to the email address you designate during the alerts activation process. If your email address changes, you are responsible for informing us of that change.

Sent alerts are not encrypted. Because alerts are not encrypted, we will never include your password, Social Security number, or full account number, nor will we ask for any such information to be provided to us through an alert. Alerts may include other account information, including your name and some information about your accounts, such as balances, recent transactions, and due dates for any payments. Anyone with access to your email will be able to view the contents of these alerts.

F. RECORD OF TRANSACTION

Details regarding your one-time, Recurring Transfers, and future-dated transfers, other than Basic Payments, are available in the "Pending Transfers" section in Business Online and Mobile Banking.

G. STOP PAYMENT FEATURE

You can order us to stop payment on any check you write from your Santander checking account through Business Online Banking. The stop payment feature does not apply to any other payments scheduled or initiated through Business Online and Mobile Banking. Please see our Business Deposit Account Agreement for provisions governing stop payment orders. You cannot stop payment on a check if we have accepted, certified, made final payment on, or otherwise become responsible for the check, except to the extent required by law. After receiving a request to stop payment on your check, we have a reasonable period of time to act, which may be twenty-four (24) hours or more. Your stop payment request will remain in effect for six (6) months and is subject to our regular stop payment fee(s).

H. ACKNOWLEDGMENT OF COMMERCIALLY REASONABLE SECURITY PROCEDURES

1. By enrolling in and/or using Business Online and Mobile Banking, you acknowledge and agree that the security procedures described in this Agreement, including with respect to passwords, organization/user IDs, access codes, and related procedures described in this Agreement ("Security Procedures") are commercially reasonable and satisfactory methods of providing security against unauthorized payment transactions through Business Online and Mobile Banking. You further acknowledge and agree that Santander may use the Security Procedures to verify the authenticity of any requested transfer or payment that is initiated through Business Online and Mobile Banking and that any such request acted upon by Santander in compliance with the Security Procedures shall conclusively be deemed an effective and authorized request of Customer. You agree to be bound by any payment or transfer request or Instruction made through Business Online and Mobile Banking, whether or not authorized, that is made in Customer's name and received by Santander in compliance with the Security Procedures. You agree to adopt and comply with the Security Procedures described in this Agreement and to be bound by the Instructions, whether authorized or unauthorized, which we implement in compliance with the Security Procedures.
2. Customer understands that Santander at its discretion may change the Security Procedures and agrees that Customer's continued use of any payment or funds transfer service through Business Online and Mobile Banking after the effective date of any change in the Security Procedures shall evidence Customer's acknowledgment thereof and its agreement with such changed Security Procedures, and of the commercial reasonableness thereof. Santander may, from time to time, propose additional or

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enhanced Security Procedures to Customer. Customer understands and agrees that if it declines to use any such additional or enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. We may require, in our sole discretion, that other security measures in addition to the Security Procedures be deployed by us or by Customer.

3. We rely on the information provided by you, and you authorize us to act on any Instructions or information submitted or transmitted by you or which reasonably appear to have been sent by you. We are not obligated to take steps to confirm or authenticate Instructions, and we have no duty to monitor or verify any payments or other transactions you make using Business Online and Mobile Banking. You acknowledge that the Security Procedures described in this Agreement are neither designed nor intended to detect errors in the content or verify the contents of your Instructions or payment orders for Business Online and Mobile Banking transactions. No Security Procedure for the detection of any such Customer error has been agreed upon between Santander and Customer.

   If we take any actions beyond the Security Procedures described in this Agreement in an attempt to detect unauthorized or erroneous payments or other transactions, such actions will not become part of our Security Procedures for the use of any Business Online and Mobile Banking service and we will not be liable in any situation for failing to take or to correctly perform such actions.

4. Inconsistent Name and Numbers: You agree that Santander, and any bank or intermediary involved in processing your payment order or Instruction for a wire, ACH, or other payment or funds transfer, are entitled to rely on the account number and bank identification number provided by you without any obligation to look at the name of the beneficiary or bank which may also appear in the payment order or Instruction—even if the number identifies a person different from the named beneficiary or bank. If the payment order or Instruction describes the recipient inconsistently by name and account number, posting of the payment transmitted by Santander to the receiving bank may be made by the receiving bank on the basis of the account number supplied by you—even if such account number identifies a person or entity different from the named recipient. If you provide an incorrect account number or bank identifier for the recipient, the payment or funds transfer may be misdirected, resulting in the loss of funds. You acknowledge and agree that Santander has no obligation to detect errors and no liability for any incorrect, inconsistent, or missing information in your payment order or Instruction for any wire, ACH, or other payment or funds transfer.

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Santander Small Business Banking

III. BILLPAY SERVICE

A. GETTING STARTED WITH BILLPAY

To use BillPay, you must be at least 18 years of age and have the following:

- Access to Business Online Banking either through a personal computer or a mobile device
- At least one Santander Bank Business Checking account
- At least one Biller added to your Biller List
- An active email account that you regularly use, if you are going to use the e-Bills service or reminder notification features
- A valid U.S. address you are able and willing to provide

You may use BillPay to:

1. Make one-time or Automatic Payments from your Santander checking account to Billers.
2. Use the Electronic Bills (e-Bills) service to:
    - View Biller statements and detailed information through a personal computer.
    - Receive notifications directly to your designated email account when an e-Bill has been received.
3. Send us secure online mail messages and questions regarding the BillPay service through a personal computer.

Not all Biller participate in the eBills service. When you add a company that offers eBills, you can enter the required info to request eBills, and we send your request to the company. You can sign up for eBills from other companies who offer them.

The Service reserves the right to deny, block, or cancel your enrollment in BillPay at any time and for any reason.

B. SCHEDULING A PAYMENT

Bill Payments can be made in any amount between $0.01 and $999,999.99. Bill Payments can only be scheduled from the Santander Checking Accounts linked to Business Online and Mobile Banking and can be entered as either: *(1)* one-time transactions up to one (1) year (365 days in a non-leap year or 366 days in a leap year) in advance; or *(2)* Automatic Payments.

Our ability to deliver your Bill Payment in a timely manner is dependent upon specific Biller requirements and accounts receivable processing times. When you attempt to schedule a payment, we will inform you of the earliest available Bill Payment delivery date. We recommend that you schedule Bill Payments at least five (5) Business Days prior to your Due Date. The Payment Calendar will only permit you to select a valid and available Payment Date. There are some Billers who offer shorter delivery times, and, therefore, do not require the five (5) Business Day scheduling time. When scheduling Bill Payments, if you want the Bill Payment to arrive on or before the actual payment Due Date, then you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date in order for the payment to be made by the actual Due Date. You are responsible for all late fees, interest charges, or other actions taken or not taken by you that result in or are related to late payments.

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Service Guarantee: The Service will bear responsibility for any late payment-related charges up to $50 should a payment post after its Due Date. This guarantee applies only if (i) the bill payment was scheduled in accordance with the terms of this Agreement (including Section III of this Agreement) and (ii) the bill payment does not otherwise violate the terms of this Agreement. The Service guarantee does not apply to payments described in Section I.B of this Agreement which prohibits using Business Online and Mobile Banking to make certain types of payments. This guarantee also does not apply to delay caused by a Biller's failure to post your payment in a timely manner or any other delay caused by circumstances beyond the Service's direct control. The Service may require you to provide satisfactory supporting documentation before reimbursing you.

Automatic Payments that fall on a day that is not a Business Day will be processed on the next Business Day. When entering a Bill Payment, determine the actual due date located on your Biller statement, or if using an e-Bill, the system will enter the Due Date for you.

C. BILLPAY PAYMENT CALENDAR

You can schedule your Scheduled Payment Date using the Payment Calendar found within the BillPay service. The Payment Calendar will indicate the first available date and all other available dates that are eligible Scheduled Payment Dates.

D. ELECTRONIC BILLS (E-BILLS) THROUGH BILLPAY

You can receive bills electronically from participating Billers in the form of e-Bills; e-Bills must be requested through Business Online Banking using a personal computer.

1. **Approval of e-Bills.** Participating Billers establish their own criteria for reviewing requests to send e-Bills and have sole discretion in accepting or declining your request. Participating Billers typically require five (5) Business Days to act upon your request to receive e-Bills. Upon activation of the e-Bill feature, Santander may notify the Biller of your request to receive electronic billing information. Your receipt of your first e-Bill may vary from Biller to Biller and may take up to sixty (60) days.
2. **In some cases, we obtain the e-Bill from the website of the Biller.** To do so, we ask you for information needed to retrieve the e-Bill, such as a required password. By providing this information, you are authorizing Santander to access the Biller's website on your behalf and retrieve your account and e-Bill information.
3. **Notifications.** There are two (2) types of e-Bill notifications:
    - A **Electronic Bill via email** that notifies you of the delivery of an e-Bill and provides a summary of the e-Bill (typically due date, amount due, and balance), as well as the "Pay" button. After you click the "Pay" button, you must sign into Business Online Banking or Mobile Business Banking, navigate to the BillPay section, and input and confirm the relevant payment details to pay your e-Bill.
    - B Email reminder that simply notifies you of the delivery of an e-Bill, but does not contain any summary information or payment options.

To add the electronic notifications to your e-Bills service, click on the "Manage My Bills" tab and click "Add email notification of electronic bill." Electronic Bill via email and email reminders are both typically sent to you within 48 hours of the e-Bill being uploaded to the BillPay service. If you do not receive your email notification, check the "My Profile" account setup to verify your current email address. It is your responsibility to maintain an active email account that you regularly use. If you fail to maintain a current email address, we will be unable to deliver your notifications. We are not responsible for lost notifications due to an invalid, full, or otherwise non-receiving or over-extended email account. We are unable to regenerate or resend an e-Bill notification.

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Some Billers require your email address when you add an electronic version of your bill. For other Billers, this information is optional. However, a Biller may use your email address to contact you directly if there is a question about your Bill Payment.

To change the electronic notifications to your service, click on the "Manage My Bills" tab and click "Update email notification of electronic bill."

4. **Timely delivery of e-Bills.** We have no control over the delivery of an e-Bill from a Biller and are not responsible for late delivery of an e-Bill, or for late payments resulting from a late e-Bill. If you do not receive an e-Bill, it is your responsibility to contact the Biller directly. If you have questions regarding the contents of your e-Bill, you should contact the Biller directly.
5. **Non-Delivery of e-Bills.** We are not responsible if the Biller fails to deliver an e-Bill. You are responsible for ensuring timely payment of all bills and e-Bills. Copies of previous e-Bills must be requested from the Biller directly. We are not responsible for the non-delivery of e-Bill notifications. It is your responsibility to maintain a current email address as displayed on the "My Profile" page.
6. **Accuracy and dispute of an e-Bill.** We are not responsible for the accuracy of an e-Bill. If you have questions regarding the contents of your e-Bill or wish to dispute any of the contents of an e-Bill, you should contact the Biller directly.
7. **Biller enrollment and personal information.** When you establish e-Bills with a participating Biller, you will be requested to provide personal information that will be forwarded to the Biller. If you have concerns about the Biller's use of this information, you should contact the Biller directly.
8. **Discontinue the e-Bills service.** You may cancel e-Bills service at any time by going to the "Manage My Bills" section within BillPay. It may take up to sixty (60) days for an electronic delivery of e-Bills to stop. We will notify your Biller when you cancel the e-Bills service. It is solely your responsibility to make arrangements for an alternate form of bill delivery.

E. BILL PAYMENT METHODS

By providing us with names and account information of Billers you wish to pay, you authorize the Service to follow the Bill Payment Instructions you enter. When we receive a Bill Payment Instruction through Business Online and Mobile Banking, you authorize the debiting of your Payment Account and remittance of funds on your behalf. We reserve the right to select the method in which to remit funds on your behalf to your Biller. The Service will make Bill Payments you have scheduled either electronically or by check. Although you will not be able to select how a Biller will be paid, most major Billers accept electronic payments. We encourage you to provide as much information as possible when setting up a Biller so that we can match your Billers to those in the Service's database that accept electronic payments. If we pay by check, the check may either be drawn on the Service's operating account or it may be drawn directly on your account.

If a Biller is paid electronically, the Biller will receive the electronic payment on the Scheduled Payment Date, or in some cases before. Electronic payments are deducted from your Payment Account on the Scheduled Payment Date, even if your Biller acknowledges receipt of payment sooner.

If a Biller is paid by check, we prepare and mail the check so that it will generally arrive at the Biller on the scheduled Payment Date. If the check is drawn on the Service's operating account, we will deduct the amount of your Bill Payment from your Payment Account on the Scheduled Payment Date. If the check is drawn directly on your account, the Bill Payment will be deducted when the Biller deposits the check and it is presented to us for payment. Depending upon the speed of the U.S. Postal Service and your Biller, this may occur before your Scheduled Payment Date. Make sure you have sufficient funds in your Payment Account as you schedule your Bill Payments. Also, if the check is drawn directly on your account, it will be displayed

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to you in the same way as any other check you have written with your monthly statement, in the format specified in your Statement Check Options. The appearance of the line item or image will be slightly different from the checks you write and will bear a six-digit check number that begins with "99."

If we pay a Biller using a check drawn on the Service's operating account and the Biller does not deposit the check within 90 days, we will automatically stop payment of the check and re-credit your account. If we pay a Biller by a check drawn directly on your account and it is not deposited within 180 days, you will need to contact us to request a stop payment on this check. You will need to either schedule a new payment or arrange to pay the Biller using another method.

You acknowledge and agree that the Service from time to time may execute your Instruction by advancing funds on your behalf from its own operating account before debiting your Payment Account, and that you authorize the Service to debit your Payment Account or other of your accounts to reimburse the Service for advancing your Bill Payment. You remain obligated for any Bill Payment completed by the Service advancing payment prior to debiting your Payment Account or other account of yours. You agree that you will reimburse the Service immediately upon demand for the amount of the Bill Payment and any costs incurred in attempting to collect such amount from you if the Bill Payment has been delivered but the debit processing of your Payment Account or other account of yours is unable to be completed for any reason (e.g., there are insufficient funds in your Payment Account or your Payment Account is closed or blocked).

You must have sufficient available funds when scheduling Bill Payments. If your Payment Account has insufficient available funds to complete a transaction, or there is any other reason associated with your Payment Account that the transaction cannot be completed, funded, or reimbursed to the Service (e.g., the Payment Account is closed or blocked), we have no obligation to complete any portion of the transaction. You acknowledge that, in its sole discretion, the Service may complete your requested transaction, even if it creates an overdraft for which you are responsible. The Service may debit any other account of yours or otherwise pursue collection against you related to the overdraft. All the terms of your Business Deposit Account Agreement also apply.

F. CANCELING BILL PAYMENTS

You cannot cancel a Bill Payment once it has begun processing or has posted to your account, although Bill Payments that are still pending may be canceled or modified. After you cancel a Bill Payment, the status changes to "Cancelled." Canceled Bill Payments remain in your Bill Payment history.

You may cancel Automatic Payments three (3) or more Business Days before the transaction is scheduled to occur.

IV. INTERNAL TRANSFERS

A. INTERNAL TRANSFERS FROM YOUR SANTANDER BUSINESS ACCOUNT

This section concerns transfers of funds that you initiate through Business Online and Mobile Banking from your Santander business account to (a) another Santander business account of yours or (b) someone else's Santander account. Please note that if you request to send a Basic Payment to another Santander customer, we will process the transaction as an internal transfer and we will not charge a transaction processing fee.

For information on conducting transfers to or from your Santander personal account through Business Online and Mobile Banking, please see the section of this Agreement titled Business Online and Mobile Banking For Use with Personal Accounts.

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Internal transfers you initiate on a Business Day before 10:00 p.m. ET generally will post to your Santander account (or to someone else's Santander account, as applicable) as of that Business Day. If you make a transfer on a Business Day after 10:00 p.m. ET or on a non-Business Day, your transfer generally will be posted to your account (or to someone else's Santander account, as applicable) on the next Business Day.

Funds deposited via the internal transfer to your Santander account will be available to cover charges posted to your account that day and may be available immediately to cover your ATM withdrawals and card purchases.

Automatic Payments, Recurring Transfers, and future-dated transactions sent as internal transfers generally will post to your account (or to someone else's Santander account, as applicable) on the date you select. If you select a day that is not a Business Day, the transfer generally will occur on the next Business Day. Account statements and Available Funds balances may not reflect transactions sent to your account until the transactions have been officially posted to your account.

You agree to have sufficient Available Funds in your account at the time you schedule an internal transfer to occur. If you do not have sufficient funds in your account on the date the transfer is scheduled, we will not perform your transfer request. No further attempt will be made by Santander to process the transfer instruction. In all cases, you are responsible for rescheduling the transfer. We reserve the right to impose unavailable funds fees, over-the-limit fees, or transfer fees.

To cancel a future–dated or Recurring Transfer, you can click the "Pending Transfers" option within the "Transfers" tab of Business Online Banking or the "Transfers and Payments" section of Business Mobile Banking. One-time transfers scheduled for the same day may not be canceled.

Except as more specifically described in this section, the terms and conditions of this Agreement applicable to Basic Payments, including but not limited to the acknowledgment of commercially reasonable Security Procedures, also apply to internal transfers.

B. TRANSACTION LIMITS FOR INTERNAL TRANSFERS FROM YOUR SANTANDER BUSINESS ACCOUNT

Through Business Online and Mobile Banking, you may transfer funds between your business checking, savings, and money market savings accounts at Santander. You may also transfer through Business Online and Mobile Banking funds from your linked Santander business account to someone else's Santander checking, savings, and money market savings accounts. Transaction limits are outlined below for both types of Internal Transfers:

	Internal Transfers (between your own Santander business accounts)	Internal Transfers (from your Santander business account to someone else's Santander account)	
Customer Type	**Transaction Limit**	**Transaction Limit**	**Daily Limit**
New (Tenure <= 90 days)	$999,999.99	$15,000	$15,000
Existing (Tenure > 90 days)	$999,999.99	$50,000	$50,000

Note: Transaction limits are subject to change at any time without notice. Updates may be reflected within the Business Online and Mobile Banking applications.

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Santander Small Business Banking

V. BASIC PAYMENTS SERVICE

A. GETTING STARTED

You may use Basic Payments to:

- Make a one-time or future-dated transfer from your Santander deposit account to another account owned by another individual or business at Santander or to a deposit account at another financial institution within the United States. You understand that you may only send Basic Payments to payees in the United States.

Please note that if you request to send a Basic Payment to another Santander customer, we will process the transaction as an internal transfer and we will not charge a transaction processing fee. For more information on internal transfers, please refer to the sections of this Agreement titled "Internal Transfers" and "Business Online and Mobile Banking For Use with Personal Accounts."

To use the Basic Payments feature of Business Online and Mobile Banking to transfer funds, you must:

- Have access to Business Online and Mobile Banking.
- Have at least one Santander Business Banking checking or savings account.
- Sign up for our One-Time Passcode (OTP) service, as described further in One-time Passcode (OTP) Service below.
- For Up to 2 Business Days Transfer (ACH), provide the routing number of the financial institution to which you are sending the funds along with the account number of the recipient at the financial institution.
- For Same Business Day Transfer (Wire), provide the routing number of the financial institution to which you are sending the funds, the account number of the recipient at the financial institution and the name and address of the recipient.

B. SCHEDULING A BASIC PAYMENT

1. We must receive your approved Basic Payment Instruction in Business Online and Mobile Banking before the following cut-off times. The cut-off times for Basic Payments made to non-Santander accounts are as follows:
   - 5:30 p.m. ET on a Business Day for Same Business Day Transfer (Wire); and
   - 7:00 p.m. ET on a Business Day for Up to 2 Business Days Transfer (ACH)
2. The cut-off times for Basic Payments made to Santander accounts are as follows:
   - 10:00 p.m. ET on a Business Day for Same Business Day Transfer (Wire) and Up to 2 Business Days Transfer (ACH).

You acknowledge that Santander maintains certain time deadlines for receiving Basic Payment Instructions, and that such time deadlines are subject to change from time to time at Santander's discretion. Santander may treat any Instructions received after Santander's applicable time deadline on a Business Day (or after any applicable deadline set by the bank receiving the Basic Payment pursuant to the Instructions) as if it were received by the time deadline on that Business Day or may treat it as if it were received at the opening of the next Business Day. Santander may treat any Instruction received on a day that is not a Business Day as having been received on the next Business Day.

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3. By completing a Basic Payment transfer request through Business Online and Mobile Banking, you are sending us Instructions to complete a Basic Payment and you authorize us to complete your Instructions. You authorize us to electronically debit the Account listed in your Basic Payment Instructions. You also agree that we may use any means or transfer systems which we in our sole discretion consider appropriate to execute your Basic Payment. Funds will be debited from your Santander account on the Business Day you direct us to initiate processing the transfer, and will generally be credited to the recipient's account in the same Business Day if you select Same Day Wire Transfer (Wire) or up to two (2) Business Days if you select Up to 2 Business Days Transfer (ACH). Santander cannot and does not guarantee timely delivery or return of funds, and we are not responsible for the timeliness of funds being made available at the recipient's bank, or the failure of another financial institution to act in a timely manner or comply with a request.
4. You must have enough funds available in your account on the date your account is debited to complete your Basic Payment. If you do not have enough funds, we are not required to follow your Instructions.

   You agree that in the event you fail to maintain on deposit sufficient available funds to complete a Basic Payment, Santander in its sole discretion may, but shall not be required to, do any one or more of the following: (i) execute the Basic Payment even if it will overdraw your account(s) or increase an overdraft, in which event, immediately upon Santander's demand (or according to the terms of any applicable overdraft line of credit or overdraft protection program), Customer will pay to Santander all amounts transferred and all fees and costs and expenses associated with the Basic Payment; (ii) delay the Basic Payment; or (iii) cancel the Basic Payment and not complete the Basic Payment. We are not liable for not completing a Basic Payment where you do not have sufficient funds available in your account.
5. We may impose limits on the amount you can transfer within a certain time period (e.g., in one day) or on a per-transaction basis (see below for details). Transaction limits are subject to change at any time without notice. Updates may be reflected within the Business Online and Mobile Banking platform. We may block or reject any transaction that exceeds the applicable limit. Santander has the right to block, reject, or refuse to accept any Instructions for any reason. In addition, all transfers are subject to review by Santander based on transaction history, the amount of the transaction, your relationship with Santander, fraud screening, and other factors that Santander may determine to apply from time to time. In the event we determine, in our sole and absolute discretion, that there are risks associated with a transfer, we may delay or cancel the transfer, or we may direct you to contact us to provide additional details on the transfer before it is initiated or funds are released.

   You agree that we may notify you if we block, reject, or cancel your requested transaction by updating the status of the transaction in the Payment History screen within Business Online and Mobile Banking. Santander will have no liability to Customer based on its blocking, rejection, or refusal of any Instructions, and will have no liability to Customer based on its failure or delay in providing notice of any blocking, delay, refusal, or cancellation of Instructions or transactions. For information regarding your limits, please contact the Business Customer Contact Center at 1-877-768-1145.
6. External transfers using Basic Payments will incur transaction processing fees. Please refer to your Business Deposit Account Agreement, or Business Deposit Account Fee Schedule for information on fees.
7. Future-dated Basic Payments generally can be canceled up until the cut-off time on the Business Day prior to the date the Basic Payment is scheduled to begin processing. Basic Payments scheduled to begin processing the same day cannot be canceled once scheduled or once we receive your Basic Payment Instruction.

   Customer acknowledges that it may be unable to cancel or amend any Basic Payment Instruction after it has been received by Santander. Santander may at its discretion use reasonable efforts to act on

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Customer's Instruction for cancellation or amendment of an Instruction; provided that such Instruction is received by Santander prior to the applicable time deadline and at a time and in a manner affording Santander a reasonable opportunity to act prior to Santander's acceptance of the Instruction.

Santander shall have no liability if any cancellation or amendment is not effected or if any funds already transferred are not recovered. Customer understands, acknowledges, and agrees that Santander has no ability to unilaterally reverse a Basic Payment made pursuant to an Instruction submitted by a Customer, and further acknowledges and agrees that Santander has no obligation to cancel or amend a Basic Payment Instruction received or to recover funds that have been transferred at Customer's Instruction.

8. Instructions for a Basic Payment are received when Customer submits the payment request information to Santander through Business Online and Mobile Banking. The Instructions are accepted by Santander when Santander executes the Instructions.
9. Your account statement will serve as notice of any funds electronically debited from or credited to your Account. You acknowledge and agree that, unless required by law, we are not required to provide any other notice or receipt of ACH transactions, wire transfers or other funds transfers.

C. BASIC PAYMENTS TRANSACTION LIMITS

	Same Business Day Transfer (Wire)		Up to 2 Business Days Transfer (ACH)	
Customer Type	**Transaction Limit**	**Daily Limit**	**Transaction Limit**	**Daily Limit**
New (Tenure <= 90 days)	$15,000	$15,000	$10,000	$10,000
Existing (Tenure > 90 days)	$50,000	$50,000	$10,000	$10,000

Note: Transaction limits are subject to change at any time without notice. Same Business Day Transfer (Wire) limits will apply to Up to 2 Business Days Transfer (ACH) when recipient is a Santander account.

D. ONE-TIME PASSCODE (OTP) SERVICE

1. The One-Time Passcode (OTP) service provides a level of security by requiring you to authorize certain transactions, such as external Basic Payments, by entering an OTP sent to your mobile device by text message. In order to enroll in the OTP service, you must provide a cell phone number that can receive text messages from business entities. Once you have enrolled in the OTP service, for certain transactions, you will receive a text message to the cell phone number you provided containing a unique six-digit code that you must enter in the Business Online and Mobile Banking applications in order to complete certain transactions. Please note, SANTANDER WILL NEVER CALL TO ASK YOU TO CONFIRM OR PROVIDE THE OTP BEING SENT TO YOUR CELL PHONE NUMBER.
2. Message and data rates may apply for using the OTP service. Please check your mobile service agreement for details on applicable fees. Please note that some prepaid mobile plans do not support business-to-person text messaging, but do support person-to-person text messaging. Please contact your provider for details about your plan.
3. By providing your cell phone number, you agree to receive autodialed service-related text messages and/or calls, such as the OTP service, to that number. By providing the cell phone number, you also confirm that you are the subscriber or customary user of such phone number.

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4. You agree that you will not disclose any OTP you receive to anyone and that you will take all precautions to ensure that no one else learns any OTP you receive and to preserve the confidentiality of the OTP and to prevent the use of the Business Online and Mobile Banking System by unauthorized persons. You agree that if you disclose any OTP you receive to someone else, you are authorizing them to act on your behalf and you will be responsible for any use or misuse of Business Online and Mobile Banking by them.
5. For help, text "HELP" to 48266. SMS text message order delivery is not always predictable, and text message notifications may be delayed or not received during regional emergencies or other periods of high-messaging traffic.
6. It is your responsibility to determine if your mobile carrier supports the OTP service and your mobile device can receive OTPs via text messaging. Check with your individual carrier to confirm the availability of this service.

For questions about the OTP service, please contact Customer Service at 877-768-1145.

E. ADDITIONAL TERMS AND CONDITIONS FOR SAME BUSINESS DAY TRANSFER (WIRE)

The Wire Transfer Agreement is attached hereto as an addendum to the Agreement. In addition to the terms of the Agreement, any Same Business Day Transfer (Wire) authorized through Business Online and Mobile Banking also shall be subject to the terms and conditions of the Wire Transfer Agreement. Solely with respect to Same Business Day Transfers (Wire), to the extent there is a direct conflict between the provisions of this Agreement and the provisions of the Wire Transfer Agreement, the provisions of the Wire Transfer Agreement shall control.

You acknowledge that Business Online and Mobile Banking may not be used to send any consumer wire transfers. Business Online and Mobile Banking may only be used to send certain domestic wire transfers from a Santander business account, as described in this Agreement. Accordingly, not all services or features described in the Wire Transfer Agreement are applicable to or available through Business Online and Mobile Banking.

F. ADDITIONAL TERMS AND CONDITIONS FOR ACH TRANSACTIONS

1. You agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association ("NACHA Rules") and that any Up to 2 Business Days Transfer (ACH) or other payment through the ACH network is subject to the NACHA Rules. You understand and agree that you may obtain a copy of the NACHA Rules at https://www.nacha.org/ (fees may apply). Failure to comply with the NACHA Rules may result in termination or suspension of your accounts and/or any agreement you have with us. We reserve the right to conduct an audit for purposes of verifying your compliance with the NACHA Rules and/or any of your agreements with us. You agree to adopt and make to us all representations and warranties of an originator under the NACHA Rules.
2. We reserve the right to permit, restrict, or terminate the usage of any ACH entry type for a Basic Payment in our sole and exclusive discretion. You agree to initiate Basic Payments in accordance with the requirements of and in compliance with your responsibilities, representations, and warranties as an originator under the NACHA Rules, and in accordance with additional instructions from and requirements by us, as applicable.
3. You make the same warranties to us as we make under the NACHA Rules and all warranties Customer is deemed by the NACHA rules to make with respect to ACH entries originated by Customer. We do not have responsibility for matters subjected to those warranties under the NACHA Rules. We may rely on the representations and warranties set forth in the NACHA Rules. You will indemnify, defend, and

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hold us harmless from and against any and all losses or damages in connection with any third party claim related to or arising from: (a) our transmittal of funds through the ACH network following your Instructions; and (b) our or the beneficiary/receiving bank's compliance with your Instructions.

4. A payment by the beneficiary's bank of an ACH transfer from your Account to the beneficiary will be provisional until final settlement has been made or until payment is considered received under applicable law, and you further agree that the beneficiary's bank may reverse its provisional credit and obtain a refund from the beneficiary, in which case you, as the originator of the payment, will not be considered to have paid the beneficiary.

VI. MOBILE CHECK DEPOSIT

A. GENERAL

1. What this Mobile Check Deposit section covers

This section governs the use of our Mobile Check Deposit service through our Business Mobile Banking application. This Mobile Check Deposit service permits you to deposit eligible checks into your eligible linked accounts (both business and personal) using a compatible mobile device.

2. Accepting the Agreement

When you use our Mobile Check Deposit service, you agree to the terms and conditions of this Section VI and this Agreement as a whole. We reserve the right in our sole discretion to change, modify, add, or remove portions from our Mobile Check Deposit service or to modify and update this Agreement. By continuing to use of the Mobile Check Deposit service, you are accepting any changes, updates, or modifications to the Mobile Check Deposit service or this Agreement. We reserve the right to suspend, terminate, or discontinue the Mobile Check Deposit service, in whole or in part, at any time without prior notice to you.

3. Relation to other agreements

Your use of our Mobile Check Deposit service is also affected by other agreements between you and us, including your deposit account agreement(s) and fee schedule(s). Those agreements contain additionally applicable terms, including but not limited to applicable fees, availability of deposits, limitations on the number of transactions that you can make, and other restrictions that may impact your use of Business Online and Mobile Banking.

B. MOBILE CHECK DEPOSIT SERVICE

1. Description of service

The Mobile Check Deposit service is only available within our Santander Business Mobile Banking app when you install it on certain compatible devices (including but not limited to smartphones and tablets) to capture electronic images of the front and back of certain checks and to then deposit those checks into the account you select.

You agree only to deposit checks, subject to the additional restrictions herein, as that term is defined in federal Regulation CC and you agree that the image of the check that you transmit to Santander shall be deemed an "item" within Articles 3 and 4 of the Uniform Commercial Code.

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2. Eligibility

In order to use this service, you must be an owner on the account into which you are depositing the check or someone authorized to make deposits to the account on behalf of the owner. Mobile Check Deposits can be made to checking and savings accounts, including money market savings accounts, but not to Certificate of Deposit (CD) accounts or any Individual Retirement Account. We may terminate your use of Mobile Check Deposits and/or close your account at our discretion if you violate any of the terms of this Agreement, if the checks you deposit using our Mobile Check Deposit service are returned to us unpaid, or for any other reason in our sole discretion. Subject to the restrictions outlined below in section 4, you may deposit personal checks, business checks, or cashier's checks. Additionally, only checks drawn on a bank in the U.S. and payable in U.S. currency will be accepted through Mobile Check Deposit. You cannot deposit any check drawn from the same account into which the check is being deposited. We may change the types of checks we accept through Mobile Check Deposit or limit your ability to deposit certain types of checks at any time without prior notice to you.

When using the Mobile Check Deposit service, you agree that you will be physically located within the United States. You consent to our use of your mobile device's capabilities to obtain your location. If you do not consent to our obtaining your location, then you acknowledge that we may refuse to complete the transaction. You also agree that we may refuse to complete a transaction if we are unable to determine your location, regardless of your consent.

3. Hardware and software requirements

To utilize the Mobile Check Deposit service, you must be enrolled in both our Business Online and Mobile Banking service and must sign into Business Online Banking at least once. You must also install our Business Mobile Banking application. Your device must have the ability to capture images of sufficient quality in order to complete a deposit, and we reserve the right to reject any check you try to deposit if the image of the checks does not meet our standards or requirements. You are responsible at all times for all costs of using our Mobile Check Deposit service and operating your device, including any cellular and internet service charges.

4. Restrictions and Other Requirements

When using Mobile Check Deposit:

- You may only deposit original checks payable to the person or entity that is the owner of the account into which the check is being deposited;
- You must endorse the check with your signature and write "FOR MOBILE DEPOSIT ONLY" on the back of the check;
- Under no circumstances are you permitted to negotiate a check (the original item, substitute check, or any image or copy thereof) you have deposited using Mobile Check Deposit a second time with us (whether through Mobile Check Deposit, at a branch or at an ATM or any other method of deposit) nor are you permitted to transfer the check to anyone or to negotiate the same check with any third party, including but not limited to another bank, check cashing entity, or other financial institution;
- You must scan the front and back of each check to be deposited and thereby capture the image of the front and back of each check and any other required data from each check and transmit the images to be deposited and all other required data and information. The images of the check transmitted to us through Mobile Check Deposit must be entirely legible, as determined in our sole discretion. Each image of the

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check must be such quality that all information on the front and back of the check is clearly legible and understood by sight review of such image, including but not limited to the amount, payee, signature of the person who wrote the check, date of the check, check number, the MICR line and any information identifying the drawer and the paying bank, the endorsement on the back of the check, and all other information placed on the check prior to the time that an image is captured;

- You will keep the original check for a minimum of 14 days after submitting the images for deposit and when the check is no longer needed, you will destroy the original check in a secure manner, such as by shredding it;
- You must store the original check in a safe location and take steps to ensure that no unauthorized person can have access to the original check;
- You will not deposit duplicate checks or check copies (fees may apply, review your fee schedule for more details);
- You will not deposit any check that had previously been returned unpaid;
- You will not deposit ineligible items, such as traveler's checks, checks in foreign currency, USPS Money Orders, U.S. Government Orders, National Cash Money Orders and Western Union Money Orders, or savings bonds. You agree that we may, in our sole discretion, amend the list of ineligible items from time to time. If you deposit an ineligible item, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) we may incur associated with any warranty, indemnity or other claim related thereto.
- You will only submit items that contain machine-readable magnetic ink character recognition ("MICR") data at the bottom of the check; and
- You will cooperate with us in any investigation of transactions, including disputed or unusual items and if, necessary, will provide upon request and without further cost any original or copies of items in your possession and any records relating to the check you submitted for deposit.

5. Limits

We may place limits on the amount, number, or type of checks you may deposit using Mobile Check Deposit. You will be notified of said limits on screen when you access the Mobile Check Deposit functionality, except that advance notice may not occur if the limits are imposed for security reasons. If you attempt to make a deposit in violation of these limits, we may accept or reject the Mobile Check Deposit at our discretion. If we accept a deposit that exceeds the established limits, it is still subject to this Agreement and any other applicable and/or governing agreements and terms.

6. Funds availability

The checks you deposit using Mobile Check Deposit are not considered received by us until we have sent you a message confirming that we have received your deposit. If we receive and accept a deposit before 10:00 p.m. ET, we consider that day to be the day of your deposit. If a deposit is received after 10:00 p.m. ET or on a day that is not a Business Day, we will consider the deposit to be made as of the next Business Day we are open. Checks deposited using Mobile Check Deposit will be available in accordance with the Funds Availability Policy in our Personal Deposit Account Agreement or Business Deposit Account Agreement, as applicable. Checks deposited using this Mobile Check Deposit service are not considered "funds from electronic deposits" for purposes of the Funds Availability Policy.

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7. Communications

You agree to provide an email address which will be used for notifications regarding the status of your deposits made through Mobile Check Deposit.

In certain circumstances, some disclosures may be provided by email. You agree that you will, if we ask, provide a current and valid email address and that you will tell us immediately if your email address changes. If you change your email address, you must notify us by updating your email address within your Business Online Banking, by calling our Business Customers Service Center at 877-768-1145 or by visiting a branch. If we deliver disclosures to you using the information we have on file, you will be deemed to have received the disclosures, even if our message, for example, is returned to us by an internet service provider as undeliverable.

8. Fees

You are responsible for paying any fees related to this Mobile Check Deposit service. We have the right to change the fees for this Mobile Check Deposit service at any time. You authorize us to deduct any fees that may be assessed directly from the account into which a Mobile Check Deposit is made.

9. Representations and warranties

You make the following representations and warranties to us when using this Mobile Check Deposit service:

- You will only deposit checks that are authorized by this Agreement and you will handle checks as agreed herein;
- You are a person who is authorized to endorse and enforce each check that you deposit using the service;
- You will not (i) transmit or deposit any check with Mobile Check Deposit more than once; (ii) transmit or deposit any check that was previously presented to us or another financial institution through any means; (iii) create duplicate images of any check; (iv) transmit or deposit any duplicate image to us; or (v) deposit or otherwise negotiate the original of any check of which a Mobile Check Deposit image was created.
- No person, depository bank, drawer, drawee, or endorser will receive presentment or return of, or be charged for, a substitute check, the original check, or a paper or electronic representations of a substitute check or the original such that the person will be asked to make payment on a check that it has already paid;
- No subsequent transferees of the check including but not limited to us, drawer, drawee, a collection or returning bank, endorser, or payee, shall sustain a loss as the result of the fact that an image was presented for payment or returned instead of the original check;
- All of the warranties set forth in Section 4-207 of the Uniform Commercial Code;
- Checks you deposit have not been altered and bear all required and authorized endorsements;
- All images and other information you provide to us, including but not limited to data in the MICR line of each check, is accurate and complete;
- Each image you transmit to us using Mobile Check Deposit contains an accurate representation of the front and the back of each check and complies with the requirements of this Agreement and your deposit account agreement.
- You are not aware of any factor that may impact the collectability of any check deposited using the service; and
- You will not deposit any check that: *(1)* is payable to any person or entity other than the owner of the account into which the check is deposited; *(2)* is drawn on your own account; *(3)* is drawn on an institution outside of the United States or not in U.S. currency; or *(4)* you know to be, or should know

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to be or have reason to believe, is fraudulent, previously negotiated, a duplicate, is bearing a forged signature or endorsement, unauthorized, altered, or missing an endorsement.

- You will employ commercially reasonable security measures to protect transmissions and storage to ensure no unauthorized access or duplicate presentment occurs.
- The amount that you declare as your deposit, and any other information you submit to us regarding your deposit, is true and accurate in all respects.

10. Liability

YOU AGREE THAT SANTANDER HAS NO OBLIGATION TO ACCEPT A MOBILE DEPOSIT AND, THEREFORE, WE RESERVE THE RIGHT TO REJECT ANY MOBILE CHECK DEPOSIT TRANSMITTED THROUGH THIS SERVICE, AT OUR DISCRETION, WITHOUT LIABILITY TO YOU OR ANY OTHER PARTY.

YOU ARE SOLELY RESPONSIBLE FOR ANY CHECK YOU DEPOSIT, WHETHER THROUGH MOBILE CHECK DEPOSIT OR USING ANOTHER MEANS WE MAKE AVAILABLE TO YOU. IF YOU VIOLATE THE TERMS OF THIS AGREEMENT OR IF A CHECK IS RETURNED TO US UNPAID, REGARDLESS OF WHEN THAT CHECK IS RETURNED AND REGARDLESS OF THE REASON FOR THE RETURN, WE RESERVE THE RIGHT TO DEBIT YOUR ACCOUNT FOR THE AMOUNT OF THE CHECK. YOU SHOULD TAKE EXTRA CARE WHEN DEPOSITING A CHECK FROM A PERSON OR BUSINESS YOU DO NOT KNOW.

WE WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. OUR LIABILITY WILL NOT, IN ANY EVENT, EXCEED YOUR ACTUAL DAMAGES. WE ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES YOU MAY INCUR.

11. Disclaimer of warranties

YOU ACKNOWLEDGE THAT THE MOBILE CHECK DEPOSIT SERVICE IS PROVIDED TO YOU "AS IS," "AS AVAILABLE," "WHERE IS," AND "WHERE AVAILABLE" AND YOUR USE OF MOBILE CHECK DEPOSIT IS AT YOUR OWN AND SOLE RISK. TO THE EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE MOBILE CHECK DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE MOBILE CHECK DEPOSIT SERVICE *(A)* WILL MEET YOUR REQUIREMENTS, *(B)* WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERROR, *(C)* AND THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE MOBILE CHECK DEPOSIT SERVICE WILL BE ACCURATE OR RELIABLE, AND *(D)* WILL BE ERROR-FREE OR THAT ANY ERRORS IN THE MOBILE CHECK DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.

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Santander Small Business Banking

VII. BUSINESS ONLINE AND MOBILE BANKING FOR USE WITH PERSONAL ACCOUNTS

A. GENERAL

1. What this Business Online and Mobile Banking for use with personal accounts section covers

This section governs the use of Business Online and Mobile Banking by the Sys Admin to access the Sys Admin's personal Santander accounts. As the business customer, you understand and agree that the Sys Admin may be permitted to link and transact on his or her personal accounts through Business Online and Mobile Banking. A Sys Admin may call the Customer Service Center at 1-877-768-2265 to request access to his or her personal accounts through Business Online and Mobile Banking. Such request may be granted in our sole discretion and access to personal accounts through Business Online and Mobile Banking may be revoked or limited at any time.

For the remainder of this section "you" and "your" refer to the individual Santander customer who is the Sys Admin for the business customer that has enrolled in Business Online and Mobile Banking and wishes to link his or her personal accounts to the Business Online and Mobile Banking service.

When you use Business Online and Mobile Banking to access or transact on your personal accounts, you agree to the additional terms and conditions of this section. You also expressly acknowledge and agree that the separate Digital Banking Agreement governs your use of the Digital Banking service permitting you to perform a number of digital banking functions on personal accounts linked to the digital banking platform through the use of a personal computer or mobile device.

The purpose of this section is to inform you of your rights under Regulation E and the Electronic Fund Transfer Act with respect to transactions involving your personal accounts as well as the features, functionality, and appropriate uses of the Business Online and Mobile Banking service in connection with personal accounts.

To the extent of a conflict between this section and another section of this Agreement, the provision in this section controls with regard to your personal account only.

2. Relation to other agreements

Your use of Business Online and Mobile Banking may also be affected or governed by the other agreements between you and us for your personal deposit or other linked accounts. When you use Business Online and Mobile Banking to access or transact on your personal accounts, that use is governed by this Agreement as well as the agreements that you already have with us for any personal account linked to Business Online and Mobile Banking. Those agreements contain additionally applicable terms, including but not limited to applicable fees, availability of deposits, limitations on the number of transactions that you can make, and other restrictions that may impact your use of Business Online and Mobile Banking relating to personal accounts. This Agreement will control if there is a conflict.

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Santander Small Business Banking

B. BUSINESS ONLINE AND MOBILE BANKING SERVICES WITH PERSONAL ACCOUNTS

1. Using Business Online and Mobile Banking with personal accounts

You may use Business Online Banking or Business Mobile Banking to:

1. Transfer funds internally same-day between your Santander personal checking, savings, and money market savings accounts or from your Santander personal checking, savings, and money market savings accounts to your Santander business accounts;
2. Transfer funds internally same-day from your Santander personal checking, savings, and money market savings accounts to your Santander business accounts;
3. Obtain select balance and transaction information about your personal checking, savings and money market savings accounts; and
4. Deposit checks to your personal accounts as outlined in Section VI (Mobile Check Deposit). You further knowledge that we may place limits on the amount, number, or type of checks you may deposit using Mobile Check Deposit and that limits applicable to personal accounts may be different than limits applicable to business accounts.

BillPay and Transfers outside of Santander from Santander personal account(s) is not available through Business Online and Mobile Banking, and the following cannot be set up from your Santander personal account(s) through Business Online and Mobile Banking: Up to 2 Business Days Transfer (ACH), Scheduled Payments, internal Recurring Transfers, external Recurring Transfers, Automatic Payments, Basic Payments, Same Business Day Transfer (Wire), and any future-dated transfers.

2. Limitations and dollar amounts for internal transfers with your personal account

1. You may transfer funds between your personal checking, savings, and money market savings accounts in any dollar amount between $.01 and $999,999.99.
2. You may transfer funds between your business checking, savings, and money market savings, accounts in any dollar amount between $.01 and $999,999.99.
3. You may transfer funds between your personal checking, savings, and money market and business checking, savings, and money market accounts in any dollar amount between $.01 and $999,999.99.
4. Transfers you initiate on a Business Day before 10:00 p.m. ET will be posted to your account as of that Business Day. If you make a transfer on a Business Day on or after 10:00 p.m. ET or on a non-Business Day, your transfer will be posted to your account as of the next Business Day.
5. Automatic Payments and future-dated transactions will be posted to your account on the Business Day you selected. If you selected a day that is not a Business Day, the transfer will occur on the next Business Day. Account statements and balances may not reflect transactions until our posting process is completed.
6. You agree to have sufficient Available Funds in your account at the time you schedule a transfer to occur. If you do not have sufficient Available Funds on the date that the transfer is scheduled, we may try to complete your transaction on the next Business Day, for scheduled transfers between your checking, savings, and money market savings accounts. If sufficient funds are not available the next Business Day, we will automatically cancel the transfer instruction. We reserve the right to impose insufficient or unavailable funds, over limit, or transfer fees, and no further attempt will be made by Santander to process the transfer instruction. In all cases, you are responsible for rescheduling the transfer.

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7. The cancellation of a pending transfer may be subject to the availability of Available Funds in each account. Stop Payment features are not available and may not be used for any internal transfers from your personal account(s) made through Business Online and Mobile Banking. You cannot order us to stop payment on any personal check you write from your Santander personal account through Business Online and Mobile Banking.

3. Accounts with withdrawal or transfer limits

We limit withdrawals and transfers out of your savings and money market savings accounts. You can withdraw or transfer funds from a savings or money market savings account a total of six (6) times per Service Fee Period (such as by automatic or pre-authorized transfers using telephone, Business Online banking, or Business Mobile Banking; overdraft protection; payments to third parties; wire transfers; checks; and drafts). If you repeatedly exceed these limits, we may close or convert your account to a checking account, which may be a non-interest-bearing checking account. If we elect to close or convert your account, we will notify you by mail.

We disclose information to third parties about your account(s) or the transactions you make:

1. Where it is necessary to complete transactions or investigate transaction errors and verify transactions.
2. Where we have a third party provide services on our behalf.
3. In order to verify the existence and standing of your account(s) with us upon the request of a third party, such as a credit bureau, merchant, or Biller.
4. In accordance with your written permission.
5. In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations, and escheat reports.
6. On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

4. In case of errors or questions about your electronic transactions on your personal accounts

Account statements for your personal account(s) are not available or accessible through Business Online and Mobile Banking. You do not have the option to select paperless statements for your personal account(s) in Business Online and Mobile Banking.

You can view the transfer history for same-day or recurring transfers from business to personal accounts in Business Online Banking only. Other same-day, one-time transfers do not display in the Transfer History section of Business Online and Mobile Banking.

If you think your statement is wrong or if you need more information about a Business Online and Mobile Banking transaction listed on the statement, call us at 877-768-1145.

Contact us as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you also send us your complaint or question in writing within ten (10) Business Days.

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We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, provisional credit may not be provided while your claim is being investigated. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question.

For new accounts, we may take up to twenty (20) Business Days to credit your account for the amount you think is in error. We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

5. Liability for unauthorized transactions on your personal accounts

If you believe your logon credentials have been lost, stolen, or compromised, or that someone has transferred or may transfer money from your account without our permission, call our Customer Service Center 877-768-1145.

If you telephone us, we may request that you also send us written confirmation of your notice to be received by us within ten (10) Business Days of your phone call.

You could lose all your money in the account(s), including the available balance in your overdraft line of credit or other credit account(s), if you take no action to notify us of the loss, theft, or compromise of your password. If you notify us of the loss, your liability for unauthorized transfers will be as follows:

1. If you contact us within two (2) Business Days of the loss or your discovery of the loss, you can lose no more than $50.00 if someone illegally gained access to and used your password without your permission.
2. If you do NOT tell us with in two (2) Business Days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as $500.00,
3. Also, if your monthly statement shows transactions that you did not make and you do not contact us within sixty (60) days after the statement was mailed (or electronically transmitted) to you, you may not get back any money lost after the sixty (60) days if we can prove that your contacting us would have prevented those losses.
4. If a good reason, such as a long trip or an extended hospital stay, kept you from telling us, we will extend the time periods in this section.

If your Debit Card was used to make unauthorized purchases for which no PIN was required, you cannot lose any money if you report the unauthorized purchase within sixty (60) days of the date of the first statement showing the unauthorized purchases. If you give your Card or PIN to anyone at any time, you will be liable for any transaction made by that person using your Card or PIN until you tell us that that person is no longer authorized to use your Card or PIN. Also, the state law applicable to your Account may give you more time to report an unauthorized transaction or may give you more protection.

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6. Our liability for failure to complete an electronic funds transaction involving your personal accounts

If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for certain damages caused by our failure unless:

1. There are insufficient funds in your account to complete the transaction through no fault of ours.
2. The account has been closed.
3. The funds in your account are unavailable.
4. The funds in your account are subject to legal process or other encumbrance, restricting transactions.
5. The transaction you request would exceed the funds in your account plus any available overdraft credit.
6. Your password has been reported lost or stolen or your service privileges have been suspended.
7. We have a reason to believe that the transaction requested is unauthorized.
8. The failure is due to an equipment breakdown, which you knew or should have known about when you started the transaction.
9. The failure is due to a loss of power or internet connectivity during your session where you were not provided, or did not record, your transaction confirmation number.
10. The failure was caused by an act of God, fire or other catastrophe, or by an electrical or computer failure or by another cause beyond our control.
11. You attempt to complete a transaction using the service which is not a permissible transaction.
12. The transaction would exceed security limitations on the use of the service.
13. You have not given us complete information or properly followed our procedures on how to complete a transaction.

There may be other exceptions in our Personal Deposit Account Agreement or other agreements between you and us. In any case, we shall only be liable for actual proven damages if the failure to make the transactions resulted from a bona fide error despite our procedures to avoid such errors.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS ARISING FROM OR RELATED TO THE LINKING OF YOUR PERSONAL ACCOUNTS(S)TO BUSINESS ONLINE BANKING OR BUSINESS MOBILE BANKING APPLICATION; EQUIPMENT, BROWSER, BUSINESS ONLINE BANKING, BUSINESS MOBILE BANKING APPLICATION, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF; ACCESS TO OR USE OF THE PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION; OUR DIGITAL PLATFORMS, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF; ACCESS TO OR USE OF THE PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION; YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEMS FOR TECHNOLOGY SUPPORT; FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM , OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERNET CONNECTIVITY PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM; FAILURE OR UNAVAILABILITY OF INTERNET ACCESS; PROBLEMS WITH INTERNET SERVICE PROVIDERS; PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES; PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

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EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR LINKING OF, ACCESS TO, AND USE OF YOUR PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION IS AT YOUR SOLE RISK AND THAT LINKING OF, ACCESS TO, AND USE OF YOUR PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION AND ALL INFORMATION, SOFTWARE, PRODUCTS, AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS, AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION, ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE LINKING OF, ACCESS TO, AND USE OF YOUR PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION OR OUR DIGITAL PLATFORMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED ON THE SITE OR APPLICATION (AS APPLICABLE) OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE LINKING OF, ACCESS TO, AND USE OF YOUR PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING APPLICATION OR THE BUSINESS MOBILE BANKING APPLICATION AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS, AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM YOUR PERSONAL ACCOUNT(S) ACCESSED THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION. NO LICENSE TO YOU IS GRANTED OR IMPLIED IN THESE DISCLAIMERS.

WE WILL ALSO NOT BE RESPONSIBLE FOR ANY TRANSFER OF FUNDS THE PRIMARY PURPOSE OF WHICH IS THE PURCHASE OR SALE OF SECURITIES OR COMMODITIES REGULATED BY THE SECURITIES AND EXCHANGE COMMISSION OR THE COMMODITY FUTURES TRADING COMMISSION.

LIMITATION OF OUR LIABILITY UNLESS OTHERWISE REQUIRED BY LAW: WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE LINKING OF, ACCESS TO, AND USE OF YOUR PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION DESCRIBED IN THIS DISCLOSURE STATEMENT AND THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SOFTWARE OR THE EQUIPMENT YOU USE TO ACCESS YOUR PERSONAL ACCOUNT(S) THROUGH BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES.

7. Canceling Business Online and Business Mobile Banking application access to your personal account

Your Business Online Banking and Business Mobile Banking services remain in effect until they are terminated by the business that is enrolled in the Business Online Banking service, by you or by us. You may cancel the Business Online and Mobile Banking access to your personal accounts by calling the Business Customer Contact Center at 877-768-1145. This cancellation applies to your Business Online and Mobile Banking services only and does not terminate your Santander Bank accounts. Prior to notifying us that you wish to discontinue the service, we strongly suggest that you:

1. Cancel any scheduled payments.
2. Cancel any Automatic Transfers.

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Santander Small Business Banking

VIII. OTHER TERMS AND CONDITIONS

A. SERVICE HOURS

Business Online Banking services are available 365 days a year (366 days a year in a leap year) and 24 hours a day, except during system maintenance and upgrades. Our Business Days are Monday through Friday, except for federal holidays. Business Mobile Banking availability depends on the wireless network you use and may not always be available depending on your location.

B. CANCELING YOUR BUSINESS ONLINE AND MOBILE BANKING SERVICES

Your Business Online and Mobile Banking services remain in effect until they are terminated by you or by us. You may cancel your service at any time by notifying us of your intent to cancel in writing, or by calling Business Online and Mobile Banking customer service at 1-877-768-1145. This cancellation will be processed in a commercially reasonable amount of time, and applies to your Business Online and Mobile Banking services only and does not terminate or close your Payment Accounts or any other Santander account(s). Prior to notifying us that you wish to discontinue the service, we strongly suggest that you:

1. Cancel any scheduled payments.
2. Cancel any automatic scheduled transfers.
3. Cancel any e-Bills and wait until you have received your first statement from the Biller or contact their Biller.

C. CLOSING PAYMENT ACCOUNTS

It is your responsibility to cancel, move, or make alternate arrangements for any Automatic Payment associated with a Payment Account you close. If you close all of your Payment Accounts and checking accounts, you also need to cancel any pending Bill Payments and the BillPay service. There may still be pending Bill Payments, or Bill Payments that have not yet cleared your account; it is your responsibility to maintain your account long enough for the Bill Payments to clear or issue stop payment requests on the outstanding Bill Payments and to make other payments arrangements.

D. CHANGES TO AGREEMENT

We may and reserve the right to change the terms of this Agreement at any time. We will notify you of the changes as required by law. Your use of Business Online and Mobile Banking, including any new or additional service, after the effective date of the change will constitute your acceptance of and agreement to the change. We may and reserve the right to terminate your participation in Business Online and Mobile Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

E. COMMUNICATIONS

You agree that we may send, by electronic communication, any information required to be sent to you in writing regarding Business Online and Mobile Banking or the Payment Accounts or any other accounts linked to Business Online and Mobile Banking. Electronic mail (email) is not a secure method of communication and we recommend that you do not send confidential information by email, and that you instead send us a message through Business Online and Mobile Banking using the secure BillPay Message Center. If you elect to receive e-Bills, reminders, or alerts, you expressly acknowledge acceptance of these notifications, regardless of other marketing preferences you may have indicated with us.

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Santander Small Business Banking

F. COMMUNICATING WITH YOU

From time to time, Santander may send you email communications relating to Business Online and Mobile Banking products, features, services, and activation programs. We may also send service-related or account-specific emails. If your email address changes or if you wish to opt out of non-service-related communications, please update your email address and preferences within Business Online Banking, or visit santanderbank.com/companyinfo/privacy.

G. ACCOUNTS WITH WITHDRAWAL OR TRANSFER LIMITS

We limit withdrawals and transfers out of your savings and money market savings Accounts. You can withdraw or transfer funds from a savings or money market savings account a total of six (6) times per Service Fee Period (such as by automatic or pre-authorized transfers using telephone, Business Online Banking, Business Mobile Banking; or by overdraft protection, payments to third parties, wire transfers, checks, and drafts). If you repeatedly exceed these limits, we may close or convert your savings or money market account to a checking account, which may be a non-interest-bearing checking account. If we elect to close or convert your account, we will notify you by mail.

H. CONTACT BY SANTANDER BANK OR AFFILITATED PARTIES

No Santander employee, nor any company affiliated with Santander, will contact you via email or phone requesting your User ID and/or Password. If you are contacted by anyone requesting this information, please notify us immediately.

I. DISCLOSURE OF ACCOUNT INFORMATION

We will disclose information to third parties about your account or the transfers you make:

1. **Where it is necessary to complete transactions, investigate transaction errors, or verify transactions.**
2. **Where we have a third party provide services on our behalf.**
3. **In order to verify the existence and standing of your account(s) with us upon the request of a third party, such as a credit bureau, merchant, or Biller.**
4. **In accordance with your written permission.**
5. **In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations, and escheat reports.**
6. **On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.**

J. ACCOUNT STATEMENTS

We report your Business Online and Mobile Banking transactions on the monthly statements for your linked accounts. A description of each transaction, including the payee, the date, the amount of the transaction and a check number (if applicable) will appear on your statement.

You have the option to select your statement delivery preferences. You can manage your statement delivery preferences at any time through Business Online or Business Mobile Banking. When enrolled in paperless, we will not send you a paper version of your statement by regular mail. You will see paid checks electronically and will not receive printed copies or images of your checks. When agreeing to our Digital Banking Agreement for Business Online and Mobile Banking, you not only agree to receive your statement through Business Online or Business Mobile Banking, but also agree to receive certain notices that we sent

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with your statement through Business Online and Business Mobile Banking. We do reserve the right to send you notices and any other documents (including statements if necessary) by the United States Postal Service.

When you select paperless for statement delivery, we will email you when a new statement or document is available online for you to view. You are responsible for keeping your email address current with Santander and for adding Santander's email address to your address book to make sure our emails arrive in your inbox.

K. PRIVACY POLICY

By use of Business Online and Mobile Banking, you agree to the terms of our Online Privacy Policy. (https://www.santanderbank.com/privacy-policy).

L. INDEMNITY

You acknowledge and agree that you are personally, wholly, and unconditionally responsible for your conduct while using Business Online and Mobile Banking and agree to indemnify, defend, and hold us and our officers, directors, employees, and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third-party claim or otherwise, in relation to your use of Business Online and Mobile Banking or the use of Business Online and Mobile Banking by anyone using your card number, account number, PIN, User ID, or password, or your violation of this Agreement or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

M. GOVERNING LAW

This Agreement and all accounts and services described herein are governed by federal law, and when not superseded by federal law, the law of the state where your Account is located.

How we determine where your account is located: *(1)* If you opened your account at a branch, it will be assigned to the state where you opened the account; *(2)* If you opened your account online or by other remote means, and you reside in a state where we have branch offices at that time, the account will be assigned to that state; and *(3)* If you reside in a state where we don't have a branch, your account will be assigned to Delaware.

N. SEVERABILITY

If any part of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

O. BUSINESS ONLINE AND MOBILE BANKING LIMITATIONS

1. You agree to have sufficient Available Funds in your account for the date any Business Online and Mobile transaction is scheduled. If you do not have sufficient funds in your account, we may refuse to complete the transaction or we may attempt to process the payment a second time. Regardless of how many attempts we make to process your transaction, you may be assessed an insufficient or unavailable funds fee per transaction each time we attempt to process a transaction when there are not sufficient Available Funds to complete the transaction. If a transaction cannot be completed because you do not have sufficient Available Funds or if we do not attempt to process a transaction a second time, you are solely responsible for making alternate payment arrangements.
2. Any payments or transfers you wish to make through Business Online and Mobile Banking must be to a Biller or other recipient located in the United States. We reserve the right to restrict categories of Billers or other recipients to whom payments may be made using Business Online and Mobile Banking.

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Santander Small Business Banking

P. UNAUTHORIZED TRANSACTIONS

If you have reason to believe that your Organization ID, User ID, or Password has been lost, stolen or otherwise compromised (or may be compromised), or that a Basic Payment, Bill Pay, Mobile Check Deposit, funds transfer or other Business Online and Mobile Banking service has been or may be made from your account without your permission, you agree that you must IMMEDIATELY call the Customer Contact Center Service at 1-877-768-1145. You agree to cooperate with us in the investigation of any claim or dispute and provide us with information and documentation as may be necessary in order to assist us in reviewing, investigating, or resolving your claim or dispute.

You are responsible for all transactions authorized or initiated through Business Online and Mobile Banking using the login credentials of your business's Sys Admin(s) or User(s). Please refer to the above section of this Agreement titled Acknowledgment of Commercially Reasonable Security Procedures for more information. We are not liable to you for any errors or losses you sustain using Business Online and Mobile Banking, except where we fail to exercise ordinary care in processing your transaction. Our liability shall be limited to the amount of any funds improperly transferred from your account less any amount, which, notwithstanding the exercise of ordinary care, would have been lost. We may also have other rights under this Agreement or applicable law, including, without limitation, the Uniform Commercial Code and applicable automated clearing house (ACH) rules.

Without regard to care or lack of care of either you or us, the failure to notify us of any unauthorized activity or erroneous transfer within 30 calendar days from the earliest of *(1)* the date we mailed or otherwise made available your monthly statement containing the unauthorized activity or error; or *(2)* the date you logged onto Business Online and Mobile Banking after the unauthorized activity or error, shall mean that all transactions reflected in that statement are deemed to have been authorized by you. Moreover, the failure to provide timely notice relieves us of liability for any related losses, and you are precluded from asserting any claim or error related thereto.

Q. OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUND TRANSACTION

If we are properly instructed by you, but we fail to exercise ordinary care and do not process a transaction to or from your account on time or in the correct amount, we will be liable only for your actual losses or damages, which you must establish were caused by our failure to exercise ordinary care, unless:

1. There are insufficient funds in your account to complete the transaction through no fault of ours.
2. The account has been closed.
3. The funds in your account are unavailable.
4. The funds in your account are "frozen" or subject to legal process or other encumbrance restricting transactions.
5. The transaction you request would exceed the amount of available funds in your account plus any available overdraft credit.
6. Your password has been reported lost or stolen or your service privileges have been suspended.
7. We have a reason to believe that the transaction requested is unauthorized.
8. The failure is due to an equipment breakdown, which you knew or should have known about when you started the transaction.
9. The failure is due to a loss of power or internet connectivity during your session where you were not provided, or did not record, your transaction confirmation number.

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10. The failure was caused was caused by an act of God, fire, or some other catastrophe, or by an electrical or computer failure or another cause or impediment beyond our control.
11. You attempt to complete a transaction using Business Online or Mobile Banking which is not a permissible transaction.
12. The transaction would exceed security limitations on the use of Business Online or Mobile Banking.
13. You have not given us complete information or properly followed our procedures on how to complete a transaction.

The above list is non-exhaustive, and there may be other exceptions in your Business Deposit Account Agreement or other agreements between you and us or under applicable law. In any case, we shall only be liable for actual proven damages if a bona fide error in processing the transaction resulted from our failure to exercise ordinary care. In no case shall Santander be liable for more than sixty (60) days of interest unless required by law.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE, OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS ARISING FROM OR RELATED TO BUSINESS ONLINE BANKING, THE BUSINESS MOBILE BANKING APPLICATION, EQUIPMENT, BROWSER, APPLICATION AND/OR THE INSTALLATION OR MAINTENANCE THEREOF; ACCESS TO OR USE OF THE BUSINESS ONLINE BANKING, OR THE BUSINESS MOBILE BANKING APPLICATION, OUR DIGITAL PLATFORMS, AND/OR THE INSTALLATION OR MAINTENANCE THEREOF; YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT; FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERNET CONNECTIVITY PROBLEMS; BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE APPLICATION; FAILURE OR UNAVAILABILITY OF INTERNET ACCESS; PROBLEMS WITH INTERNET SERVICE PROVIDERS; PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES; PROBLEMS WITH DATA TRANSMISSION FACILITIES; OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF BUSINESS ONLINE BANKING AND THE BUSINESS MOBILE BANKING APPLICATION IS AT YOUR SOLE RISK AND THAT BUSINESS ONLINE BANKING AND THE BUSINESS MOBILE BANKING APPLICATION AND ALL INFORMATION, SOFTWARE, PRODUCTS, AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS, AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SITES, ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED ON THE SITE OR IN THE APPLICATION, AS APPLICABLE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO BUSINESS ONLINE BANKING AND THE BUSINESS MOBILE BANKING APPLICATION AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS, AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM BUSINESS ONLINE BANKING AND/OR THE BUSINESS MOBILE BANKING APPLICATION. NO LICENSE TO YOU IS GRANTED OR IMPLIED IN THESE DISCLAIMERS.

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LIMITATION OF OUR LIABILITY UNLESS OTHERWISE REQUIRED BY LAW: WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF BUSINESS ONLINE BANKING, THE BUSINESS MOBILE BANKING APPLICATION OR ANY OF THE SERVICES DESCRIBED IN THIS DISCLOSURE STATEMENT AND THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SOFTWARE OR THE EQUIPMENT YOU USE TO ACCESS BUSINESS ONLINE BANKING OR THE BUSINESS MOBILE BANKING APPLICATION INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES.

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Wire Transfer Agreement

Effective 08/18/2003 Revised 08/2025

Santander®

WIRE TRANSFER AGREEMENT

THIS AGREEMENT contains the terms and conditions that apply when the customer (**"Customer"** or **"you"**) desires to arrange for the transfer of Customer's funds at Santander Bank, N.A. (**"Santander"**) to accounts of Customer maintained elsewhere or to the accounts of third parties. Santander is willing to provide services for the transfer of funds via Fedwire or an authorized SWIFT message, as specified in the appropriate authorization form for services and transfers submitted to Santander by Customer (each, an "Authorization"), based upon, limited by, and subject to the terms and conditions contained in, this Agreement.

NOTE: Outgoing Consumer International Wires (as defined below in Section 1.11) are subject to certain protections which are in addition to the terms set forth in Section 1 through 11.14 of this Agreement (in particular, terms relating to liability, disclosures, cancellation rights, and error resolution procedures). Please refer to Section 12 for details.

In consideration of these premises, and for other good and valuable consideration, the nature and sufficiency of which are hereby acknowledged, Customer and Santander agree as follows:

1. DEFINITIONS.

1.1 **"Account"** means an account or accounts of Customer, maintained at Santander, that Santander may debit for any Request (as defined below) of Customer executed pursuant to this Agreement.

1.2 **"Agreement"** means this Wire Transfer Agreement and includes each and every Authorization, as any of the foregoing may be amended, modified, replaced, or supplemented from time to time.

1.3 **"Applicable Law"** means all applicable federal, state, local, and foreign laws, rules, regulations, and other laws, including without limitations the U.C.C., Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, and rules and regulations of any funds transfer system, used by Santander in providing the Services to the Customer.

1.4 **"Authorized Account"** means any Account identified on an Authorization or, in the absence of any such identification, any Account maintained by Customer at Santander, that Santander may, in either case, debit for any Request by Customer that is executed pursuant to this Agreement.

1.5 **"Authorized Representative"** means any person designated by Customer on the Authorization form whom Customer has authorized to give Requests or approvals in the name of Customer, or having the PIN (as defined below), of Customer.

1.6 **"Available Funds"** means funds on deposit in an Account and available for withdrawal pursuant to both Regulation CC of the Board of Governors of the Federal Reserve System and the applicable funds availability schedule and policies of Santander.

1.7 **"Business Day"** means any day, other than a Saturday or Sunday, or other legal holiday under the laws of the United States or the state whose law governs this Agreement, on which Santander is open for business.

1.8 **"Electronic Service"** means an electronic or computer-based funds transfer service or product of Santander.

1.9 **"Fedwire"** means the funds transfer system of the Federal Reserve Banks.

1.10 **"OFAC"** means the U.S. Treasury Department's Office of Foreign Assets Control, which is charged with administering and enforcing economic and trade sanctions against hostile countries and nationals thereof pursuant to U.S. anti-money laundering, anti-terrorism, anti-narcotics trafficking, foreign policy, and national security objectives.

1.11 **"Outgoing Consumer International Wire"** means a Request initiated by a natural person in the United States to transfer funds to an account in foreign country for personal, family, or household purposes.

1.12 **"PIN"** means a confidential personal identification number used to confirm identification.

1.13 **"Request"** means a request by Customer or an Authorized Representative to Santander for a wire transfer, requesting that funds in an Authorized Account be transferred to an account not held at Santander.

1.14 **"Security Procedure"** refers to each of the procedures described in this Agreement for the purpose of verifying the authenticity of funds transfer communications sent to Santander.

1.15 **"SWIFT"** refers to the Society for Worldwide International Financial Telecommunication, which operates a computerized telecommunications network for transmitting financial messages among financial institutions throughout the world.

1.16 **"U.C.C."** means the Uniform Commercial Code as adopted by, and from time to time in effect in, the State of Delaware.

2. AUTHORIZED ACCOUNTS.

Customer shall establish and maintain one or more Accounts for use as Authorized Accounts. Customer shall from time to time fund such Authorized Accounts with sufficient Available Funds to pay (A) all checks and drafts drawn against such Authorized Accounts; (B) any transfers from such Authorized Accounts, including without limitation, transfers governed by this Agreement; and (C) all fees and other charges owing to Santander by Customer. Customer agrees that in the event it fails to maintain on deposit sufficient Available Funds, Santander in its sole discretion may, but shall not be required to, do any one or more of the following: (i) execute the wire, in which event, immediately upon Santander's demand (or according to the terms of

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any applicable overdraft line of credit or overdraft protection program), Customer will pay to Santander all amounts wired and all fees and costs and expenses associated with the wire; (ii) delay the wire transfer; or (iii) cancel the Request and not complete the wire.

3. FUNDS TRANSFER SERVICES.

3.1 Content of Requests. Customer shall supply to Santander any information Santander may reasonably request regarding any payment order initiated by Customer, including, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the name and routing number or bank identifier code of the beneficiary's financial institution, and, if necessary, further evidence of any person's authority to transfer funds or to do any other act contemplated in this Agreement.

3.2 Execution of Requests. Santander may execute each Request received from Customer, whether such Request is telephonic, electronic, or oral; provided, however, that Customer has sufficient Available Funds on deposit in an Authorized Account; and provided further, that the Request (a) is received by Santander in the medium and at the place from time to time specified by Santander, and (b) is authorized by Customer or an Authorized Representative and is verified by Santander in compliance with a Security Procedure as described in Section 4 herein for verifying the authenticity of such a Request. Santander may handle a Request from Customer (or its Authorized Representative) and other customers in any order selected by Santander and, unless otherwise instructed by Customer in a manner consistent with Section 3.8 hereof. Santander may use any means, intermediaries, or funds transfer systems (which Customer acknowledges may have its own operating rules governing the execution of fund transfers) as Santander, in its sole discretion, shall determine. Customer shall not request a funds transfer that violates any Applicable Law, including, but not limited to, a transfer in violation of anti-money laundering and OFAC sanctions or regulations, as set forth more fully in Section 11.14 herein. Customer expressly acknowledges that illegal transfers may be blocked or rejected and originators of such transfers may be subject to fines or other adverse legal action.

3.2.1 Draw Down Requests. From time to time Customer may instruct an originating bank to initiate funds transfer drawdown requests against an Authorized Account and such originating bank will advise Santander of such instructions via a Fedwire or SWIFT message. Customer authorizes Santander to: (a) accept and honor such funds transfer drawdown requests received from such originating bank against an Authorized Account; and (b) debit Customer's Authorized Account upon receipt of such drawdown request and then transfer the proceeds via Fedwire to such originating bank for credit to the account specified.

3.3 Receipt and Acceptance. A Request is received when Customer communicates wire transfer instructions to Santander. A Request is accepted by Santander when Santander executes the Request.

Customer acknowledges that Santander maintains certain time deadlines for accepting and executing funds transfer requests, and that such time deadlines are subject to change from time to time at Santander's discretion.

Santander may treat any Request received after Santander's applicable time deadline on a Business Day (or after any applicable deadline set by the bank receiving the funds transfer pursuant to the Request) as if it were received by the time deadline on that Business Day or may treat it as if it were received at the opening of the next Business Day. Santander may treat any Request received on a day that is not a Business Day as having been received on the next Business Day.

3.4 Cancellation or Amendment of a Request or Authorization. Customer acknowledges that it may be unable to cancel or amend a Request after it has been received by Santander. Santander may at its discretion use reasonable efforts to act on Customer's instruction for cancellation or amendment of a Request; provided that such instruction is received by Santander prior to the applicable time deadline and at a time and in a manner affording Santander a reasonable opportunity to act prior to Santander's acceptance of the Request. Santander shall have no liability if any cancellation or amendment is not effected or if any funds already transferred are not recovered. Customer understands, acknowledges, and agrees that Santander has no ability to unilaterally reverse a completed wire transfer made pursuant to a Request submitted by a Customer, and further acknowledges and agrees that Santander has no obligation to cancel or amend a Request received or to recover funds that have been transferred at Customer's Request.

For additional terms governing Outgoing Consumer International Wires, please see Section 12 below.

Any recurring funds transfer Authorization from Customer shall be made in the form provided to Customer by Santander and shall remain in effect until Customer cancels it in writing and Santander receives and has reasonable time to act upon such notice of cancellation.

Customer shall reimburse Santander for any fees, costs, and expenses incurred in cancelling or amending or attempting to cancel or amend a Request or approval, and Customer shall indemnify Santander and hold Santander harmless from any loss, cost, or liability (including without limitation reasonable attorney's fees and expenses) arising from such cancellation or amendment or attempted cancellation or amendment. For additional terms governing Outgoing Consumer International Wires, please see Section 12 below.

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3.5 Debits and Overdrafts. Customer agrees that Santander may debit any Authorized Account of Customer for any Request even if the debit creates or increases an overdraft in the Authorized Account. If Customer receives notification from Santander that an overdraft has been created or increased, Customer shall cause Available Funds sufficient to pay the amount of the overdraft and any overdraft fees to be deposited into or credited to the Authorized Account by the close of the same day; provided, however, that if such notification is received on a non-Business Day, Customer shall cause Available Funds sufficient to pay the amount of the overdraft and any overdraft fees to be deposited into or credited to the Authorized Account by the close of the next Business Day.

3.6 Applicable Rules. Each Request, or cancellation or amendment of a Request, may be furthered by any bank by use of Fedwire or other system, including but not limited to SWIFT communication. The rights and obligations of Santander and Customer with respect to any Request shall be governed by Applicable Law, as well as by rules, regulations, and operating circulars, as appropriate, of the Board of Governors of the Federal Reserve System, Fedwire, SWIFT, or other such system used or authorized by Santander, whether or not Santander is a member of the system.

3.7 Identifying Number. Customer acknowledges and agrees that Santander and other banks may rely on numbers provided in Customer's Request to identify intermediary banks, beneficiary banks, or the beneficiary of a Request, even if those numbers contain errors and/or identify a bank or beneficiary different from the named bank or beneficiary. Customer further agrees that Santander has no duty to detect any such inconsistency in identification.

3.8 Exceptions. No exceptions affecting Santander's acceptance of a Request made by Customer or by an Authorized Representative shall be effective unless accepted and agreed to in writing by Santander; provided, however, that Santander, at its option and in its sole discretion, may elect to act consistently with such instructions or other restrictions that it believes in good faith were made by Customer.

3.9 Changes of Authorization. Customer may change the Authorized Representative, the telephone callback instructions, the Authorized Account, or the limits per transfer or day by submitting to Santander an amended Authorization form. Santander shall not be bound by any changes in authorization until Santander receives an amended Authorization and has reasonable time to implement the changes.

SANTANDER SHALL BE ENTITLED TO RELY UPON THE AUTHORITY OF EACH AUTHORIZED REPRESENTATIVE AND UPON THE AUTHENTICITY AND LEGALITY OF ANY REQUEST MADE BY ANY SUCH AUTHORIZED REPRESENTATIVE UNTIL SANTANDER RECEIVES WRITTEN NOTICE FROM CUSTOMER OF THE REVOCATION OF THE DESIGNATION OF SUCH AUTHORIZED REPRESENTATIVE AND HAS REASONABLE TIME TO ACT ON SUCH NOTICE.

3.10 Recurring Wire Transfers. On the basis of instructions from Customer provided on an Authorization form, Santander will send, on a recurring, scheduled basis, wire transfers to any person or entity designated as the beneficiary. Customer represents and warrants that its execution and delivery from time to time to Santander of said form or any amendments thereto will constitute a valid, effective, and continuing Authorization by Customer with respect to the dates, amounts, and beneficiaries listed on said form. Each recurring wire transfer Authorization set forth on said form shall continue and remain in full force and effect until Santander has received written notification from Customer revoking such Authorization in such a time and manner as to afford Santander a reasonable opportunity to act on it or Customer provides Santander with a new Authorization that replaces and supersedes the current Authorization and the new Authorization is provided in such a time and manner as to afford Santander a reasonable opportunity to act on it. Customer acknowledges and agrees that the Security Procedures set forth in Section 4 of this Agreement shall only be conducted by Santander upon the initial submission of a recurring wire transfer Authorization form and that thereafter Santander will be entitled to rely on the accuracy and authenticity of the information provided by Customer until revoked.

3.11 Blocking or Rejecting Requests. Santander has the right to block, reject, or refuse to accept any Request for any reason. Santander will have no liability to Customer based on its blocking, rejection, or refusal of any Request. If Santander blocks, rejects, or refuses any Request, Santander will endeavor to notify Customer within a reasonable time of such action, but not later than close of business on the next Business Day. Santander will have no liability to Customer based on its failure or delay in providing such notice. If Santander has debited any Account of Customer for the Request that Santander has then blocked, rejected, or refused, Santander shall reimburse Customer for those funds.

3.12 International Requests. For additional terms governing Outgoing Consumer International Wires, please see Section 12 below.

(a) Currency. Requests for the transfer of U.S. Dollars shall be paid in U.S. Dollars if the funds are to be transferred to a beneficiary account located in the United States or its protectorates or territories. If such Request requires U.S. Dollars to be transferred to a beneficiary account located outside of the United States or its protectorates or territories, Customer acknowledges and agrees that intermediary or correspondent banks may be utilized to effect such transfer and that Santander or the beneficiary's bank or any intermediary bank may elect to pay the beneficiary in non-U.S. Dollar currency at the converting bank's rate of currency exchange for such transfers. Customer is responsible for advising the beneficiary

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of this possibility. Customer acknowledges that payment to a foreign country account may be subject to the laws of the foreign country involved.

Foreign Exchange Rates — Bank Assigned Rate: Customer acknowledges that exchange rates fluctuate and acknowledges and accepts all risks that may result from such fluctuations. If Santander assigns an exchange rate to Customer's foreign exchange transaction, that exchange rate will be determined by Santander in its sole discretion. Customer acknowledges that exchange rates for retail and commercial transactions, and for transactions effected after regular business hours and on weekends, are different from, and may be less favorable than, the exchange rates for inter-bank transactions effected during the business day, as may be reported in The Wall Street Journal or other financial media outlets. Exchange rates offered by other dealers or shown at other sources (including online sources) may be different from Santander's exchange rates. The exchange rate offered to Customers by Santander may be different from the rate paid by Santander to acquire the underlying currency.

(**b**) **Finality.** International Requests are final when delivered to Santander. Notwithstanding the foregoing, and subject to the terms of Section 12.4 herein, Santander in its sole discretion may, pursuant to the instructions of Customer or an Authorized Representative, endeavor to cancel or amend Customer's Request before the transfer of funds is effected; provided, however, that Santander shall not incur any liability if Santander is unable, for any reason, to cancel or amend the Request.

(c) Delays by Third Parties. Customer acknowledges that intermediary and beneficiary banks located in certain countries may take an extended period to credit the receiving account. Santander has no liability for any such delays.

Customer acknowledges that the delivery of an International Request may be delayed due to the holiday schedule of the beneficiary's bank.

(d) Refunds. Refunds of U.S. Dollar international funds transfers shall be in the amount of U.S. Dollars that Santander receives from the returning bank at such bank's rate of currency exchange, less any fees therefor. Refunds of foreign currency funds transfers shall be in the amount of U.S. Dollars at Santander's current rate of currency exchange. Customer acknowledges that any refund may be in an amount less than the amount initially paid by said Customer, and Customer shall bear all risk of loss due to fluctuation in the rate of currency exchange. No funds transfer fee shall be refunded.

4. SECURITY PROCEDURES.

4.1 Verification of Funds Transfer Request. Customer agrees and acknowledges that the purpose of the Security Procedures is to verify the authenticity of a Request made to Santander in the name of the Customer and not to detect errors in the transmission or content of the Request. Accordingly, any errors contained in a Request from Customer shall be Customer's responsibility. No security procedure for the detection of any such Customer error has been agreed upon between Santander and Customer. Customer agrees that any Request made by Customer or by an Authorized Representative of Customer may be verified as an authentic Request of Customer by Santander's use of the following Security Procedures:

(**a**) **Telephonic.** A person identifying himself or herself as a Customer or an Authorized Representative makes a Request by calling Santander at the telephone number designated from time to time. Santander may verify the authenticity of the Request by performing a telephone callback based upon instructions provided by Customer on the Authorization form.

(b) Branch. A person identifying himself or herself as a Customer or Authorized Representative must provide sufficient form of identification, consistent with Santander's customer identification program and other policies and procedures. In addition to requiring one or more forms of identification, Santander may, from time to time, offer or require additional security procedures, including but not limited to the use of personal reference questions and answers or one-time passcodes.

(c) Online and Mobile Banking. A Customer or Authorized Representative that makes any Request through any of Santander's online banking service platforms or mobile banking service platforms acknowledges and agrees to use the Security Procedures described in the agreements with Santander governing such online and mobile banking services, including, as applicable and without limitation, its Digital Banking Agreement for Business Online and Mobile Banking and/or its Cash Management Master Agreement and all applicable schedules and addenda thereto.

(d) Other. Santander may, in its discretion, adopt use of written instructions for Requests for an Electronic Service with verification of the Request as an authentic Request of Customer by performing the telephone callback selected by Customer on the Authorization or by using the procedures and protocols specified in the instructions or manual for the Electronic Service as in effect from time to time.

Santander will not execute a Request if it is unable to verify such Request, and Santander shall have no liability to Customer whatsoever for any such unexecuted Request.

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4.2 PIN. Depending upon the means by which a Customer submits Requests, Santander may assign to Customer, or permit Customer to create, one or more confidential numbers, or PINs, for the purpose of Customer identification. In that event, no Request will be acted upon by Santander that does not refer to the PIN assigned to Customer. Customer agrees that authority to request a funds transfer and to issue other instructions and directions related to a funds transfer shall be conclusively presumed if the person making the request or issuing the instructions or directions uses the PIN assigned by Santander to Customer. Customer is responsible for maintaining the confidentiality of the PIN and shall report promptly any breach of confidentiality to Santander's Wire Transfer Department by calling the telephone number listed within the PIN mailer sent to approved Telephone Wire Agreement customers; it is the same telephone number used to initiate wire transfers.

4.3 Commercially Reasonable Procedures. Customer acknowledges and agrees that the Security Procedures described in this Agreement are commercially reasonable and satisfactory methods of providing security against unauthorized Requests. Customer further acknowledges and agrees that Santander may use the Security Procedures to verify the authenticity of any Request of Customer and that any Request acted upon by Santander in compliance with the Security Procedures shall conclusively be deemed an effective and authorized Request of Customer. Customer agrees to be bound by any Request, whether or not authorized, that is made in Customer's name and received by Santander in compliance with the Security Procedures. Customer understands that Santander, from time to time at its discretion and upon written notice, may change the Security Procedures and agrees that Customer's continued use of any funds transfer service hereunder after the effective date of any change in the Security Procedures shall evidence Customer's acknowledgment thereof and its agreement with such changed Security Procedures, and of the commercial reasonableness thereof.

Santander may, from time to time, propose additional or enhanced Security Procedures to Customer. Customer understands and agrees that if it declines to use any such additional or enhanced procedures, it will be liable for any losses that would have been prevented by such procedures. Notwithstanding anything else contained in this Agreement, if Santander believes immediate action is required for the security of Santander or Customer funds, Santander may initiate additional Security Procedures immediately and provide prompt subsequent notice thereof to Customer.

5. FEES AND COSTS.

5.1 Fees and Charges. Santander may charge to Customer's Accounts such reasonable wire transfer fees and other fees as Santander may impose from time to time in accordance with its customary pricing policies. Santander shall make available to Customer, at their request, a schedule of fees and charges for funds transfer services. Santander may debit any Authorized Account (or, if there are insufficient Available Funds therein, any Account) of Customer in the amount of the fees and charges due to Santander unless Customer arranges another payment procedure acceptable to Santander.

5.2 Costs. Customer shall reimburse Santander for any costs and expenses incurred by Santander in executing any Request pursuant to this Agreement, including but not limited to costs and expenses incurred to make, revoke, amend, re-make, return, research, trace, or cancel any transfer of funds requested by Customer. **Customer acknowledges that funds transfers may be sent through intermediary or correspondent banks and that those banks may also charge a fee for processing the funds transfer. Customer further acknowledges that the selection of intermediary or correspondent banks, and thus fees that may be charged by such banks, may not be within Santander's control, and are in addition to fees that may be charged by Santander. Customer hereby authorizes any intermediary or correspondent bank that handles any funds transfer originated by Customer to deduct its fees or charges, if any, from the amount of the funds transfer.**

6. CUSTOMER INDEMNITY.

For additional terms governing Outgoing Consumer International Wires, please see Section 12 below.

Except as may be limited by Applicable Law, in consideration of Santander agreeing to accept Requests in the manner set forth herein, Customer shall indemnify and hold harmless Santander, its affiliates, directors, officers, employees, and agents from any claims, demands, judgments, loss, liability, or expenses (including without limitation reasonable attorney's fees and expenses) arising out of or in connection in any way with this Agreement and/or with Santander's performance of wire transfer services, including but not limited to Santander's blocking or rejecting a funds transfer request, unless, and subject to the provisions of Section 7 hereof, (a) Customer is in compliance with this Agreement and (b) the loss or liability arises solely out of Santander's gross negligence or willful misconduct, failure to act in good faith, or failure to act substantially in accordance with Customer's instructions given pursuant to this Agreement, as determined by a final, non-appealable judgment of a court of competent jurisdiction. This indemnification shall survive the termination of this Agreement.

7. LIMITATION OF LIABILITY.

For additional terms governing Outgoing Consumer International Wires, please see Section 12 below.

7.1 No Responsibility for Detection of Errors. Santander shall not be responsible for detecting any Customer error contained in any Request by Customer. Customer is responsible for providing Santander with complete and accurate information in each Request.

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Customer is responsible for reviewing each account statement or other notice promptly upon receipt for any inaccuracies or unauthorized activity regarding wire transfers or Customer's Authorized Account. Customer must notify Santander immediately in writing of any inaccuracies or unauthorized activity and, subject to Applicable Law, in any event not exceeding thirty (30) calendar days following (a) the debiting of the Request to an Authorized Account or (b) the date of the execution of the Request, whichever is earlier, unless otherwise required by Applicable Law.

7.2 Liability. Customer expressly agrees that Santander is only responsible for making a commercially reasonable, good faith effort to execute accepted Requests and will only be responsible for performing the services specified in this Agreement with ordinary care. Subject to Applicable Law, Santander may be liable to Customer only for its gross negligence or willful misconduct in performing the services specified in this Agreement, as determined by a final, non-appealable judgment of a court of competent jurisdiction, and shall not be liable for any error, failure, or delay on the part of any third party, including but not limited to intermediary, correspondent, or beneficiary banks, in processing a wire transfer.

7.3 Compensable Damages. If Santander accepts a Request, but fails or delays in making a funds transfer pursuant to Customer's instructions, or if Santander makes a funds transfer in an erroneous amount that is less than the amount Customer instructed, unless otherwise required by law or as otherwise provided in this Agreement, Santander's liability shall be limited to interest on the amount that Santander failed to transfer timely, calculated from the date on which the funds transfer was to be made until the date it was actually made or Customer canceled the instructions; provided that in no case shall Santander be liable for more than sixty (60) days of interest unless required by law. Santander may pay such interest either to Customer or the intended beneficiary of the transfer, but in no event will Santander be liable to both parties, and Santander's payment to either party will fully discharge any obligation to the other.

If Santander makes a funds transfer in an erroneous amount that exceeds the amount stated in Customer's Request, or if Santander executes a Request that is unauthorized and not otherwise deemed authorized under Section 4, Santander's liability will, unless otherwise required by law or as otherwise provided in this Agreement, be limited to a refund of the amount erroneously transferred, plus interest thereon from the date of the transfer to the date of the refund, but in no event to exceed sixty (60) days' interest.

SANTANDER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FROM LOSS OF PROFIT, LOSS OF GOODWILL, OR CUSTOMER RELATIONS, WHETHER OR NOT SUCH DAMAGES RELATE TO SERVICES COVERED BY U.C.C. ARTICLE 4A, EVEN IF SANTANDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CUSTOMER EXPRESSLY AGREES THAT USE OF THE FUNDS TRANSFER SERVICES IS AT CUSTOMER'S SOLE RISK, THE FUNDS TRANSFER SERVICES ARE PROVIDED "AS IS," AND SANTANDER AND ITS AGENTS DO NOT MAKE AND EXPRESSLY DISCLAIM ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE FUNDS TRANSFER SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE FUNDS TRANSFER SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF SANTANDER AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

Compensation in the form of interest, or for loss of interest or use of funds, shall be limited to an amount equal to interest at the average federal funds rate paid by Santander for each of the days for which interest is payable. Customer agrees that Santander may, in its sole option, pay interest compensation as follows: (a) by lump sum payment of cash; or (b) by providing a credit to an Authorized Account. Santander shall not be liable for the insolvency, neglect, misconduct, mistake, delay, default, or other acts or omissions on the part of any bank or person, including, without limitation, any third party used by Santander in executing a funds transfer or performing a related act, and no such bank, person, or third party shall be deemed to be Santander's agent.

7.4 Required Notice. Notwithstanding the provisions of Section 7.2 hereof, Santander shall not be liable for any interest on the amount of a Request that was unauthorized, delayed, or erroneously executed unless Customer notifies Santander in writing that such Request was unauthorized, delayed, or erroneously executed within thirty (30) calendar days following (a) the debiting of the Request to an Authorized Account or (b) the date of the execution of the Request, whichever is earlier, unless otherwise required by Applicable Law. Customer acknowledges and agrees that this period of thirty (30) calendar days is a reasonable amount of time for Customer to notify Santander.

7.5 Force Majeure. Santander shall not be liable for its inability to perform or its delay in performing its obligations under this Agreement when such inability or delay arises out of causes beyond Santander's control, including, without limitation, any act of God, fire, earthquake,

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pandemic, civil unrest, emergency conditions, war, terrorism, accident, power failure, equipment failure, system failure, labor dispute, interruption of transmission or communication facilities, legal constraint, or the failure of any third party to provide any electronic or telecommunication service used in connection with the execution or cancellation of Requests or Authorizations.

In addition, Santander shall be excused from delaying or failing to execute any wire transfer that would result in Santander's:

(i) exceeding any limitation on its intra-day net funds position established through Federal Reserve guidelines;

(ii) violating, in Santander's reasonable judgment, any current or future risk control program of the Federal Reserve, any Applicable Law, or a rule or regulation of other governmental regulatory authority or funds transfer network;

(iii) reasonably suspecting that a transaction involves fraudulent activity, or

(iv) processing a transfer, in Santander's sole discretion, would cause or reasonably could be expected to cause Santander to engage in an unsafe or unsound practice.

8. RECORDING OF COMMUNICATIONS.

Customer authorizes Santander to record without further notice, and by any reasonable means, any and all telephone conversations and/or data transmissions between Customer and Santander or their respective employees and agents made in connection with this Agreement and to retain those recordings indefinitely. Customer acknowledges that its consent pursuant to this Section is deemed granted irrespective of the state or other jurisdiction in which the Customer resides, or is present within, during any telephonic communication, and waives any objection to same.

9. NO EXTENSION OF CREDIT.

Neither this Agreement nor any course of dealing between Customer and Santander constitutes a commitment or obligation of Santander to lend money to Customer or obligates Santander to extend any credit to Customer, to make a loan to Customer, or otherwise to advance funds to Customer to pay for any Request contrary to Regulation CC or Santander's published funds availability schedules and policies.

10. WAIVER OF JURY TRIAL.

SANTANDER AND CUSTOMER EACH WAIVE ANY CLAIM OR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE OR CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT, AND/OR PERFORMANCE HEREUNDER, WHETHER RELATING TO INTERPRETATION, BREACH, OR ENFORCEMENT OF ANY PROVISION OF THIS AGREEMENT OR OTHERWISE AND WHETHER ARISING IN TORT OR CONTRACT.

11. GENERAL TERMS.

11.1 Taxes. Customer shall be solely responsible for determining its obligation, if any, and payment, for all tariffs, duties, or taxes (excluding U.S. federal, state, and local taxation of the income of Santander) imposed by any government or governmental agency in connection with any Request executed pursuant to this Agreement.

11.2 No Assignment by Customer. Customer may not assign or delegate any of its rights or obligations under this Agreement, voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of Santander, and any attempted assignment without such consent shall be ineffectual and rendered null and void.

11.3 Amendments. Santander may amend this Agreement, including but not limited to the Security Procedures in Section 4, upon 30 days' written notice to Customer. Customer agrees that its continued use of Santander's funds transfer services after the effective date of the amendment constitutes acceptance thereof.

11.4 Termination or Cancellation. Either party may terminate this Agreement at any time by written notice to the other party. Termination of this Agreement shall not affect the rights and obligations of the parties that have accrued prior to termination. In addition, Santander also reserves the right to cancel any services provided under this Agreement at any time by written notice to Customer. Any representations, warranties, and obligations of Customer hereunder or in any document incorporated herein by reference shall survive any termination, whether with or without cause, of this Agreement.

Santander may terminate this agreement without written notice to Customer if Customer has not been active for a period of time greater than one year.

11.5 Notices. Customer agrees that Santander is under no obligation to provide notice about the execution of a Request. Funds transfers will appear on Customer's account statements. In some cases, Santander may offer notice of a funds transfer by email, or other electronic transmission or information reporting service. Except as otherwise provided in this Agreement, all notices required or permitted to be given under this Agreement may be given by any commercially reasonable means, addressed to the most recent address provided by Customer in Santander's files or by electronic means of communication whenever possible. All notices shall be effective when received, except as may be otherwise provided in this Agreement or by Applicable Law. Either party may each change the address for service of written notice upon it by notifying the other party in writing.

For additional terms governing Outgoing Consumer International Wires, please see Section 12 below.

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11.6 Authorization. Customer represents and warrants to Santander that the performance of Customer's obligations under this Agreement has been duly authorized by Customer. Customer agrees to provide to Santander corporate resolutions, as applicable, or such other documents evidencing such authorization as Santander may reasonably require.

11.7 Entire Agreement; Headings. This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof and supersedes all prior proposals, agreements, representations, and understandings, whether written or oral, with respect to said subject matter. Headings contained in this Agreement are for reference purposes only and are not intended by the parties hereto to have any substantive effect.

11.8 Severability. If any provision of this Agreement shall be held or made illegal, invalid, or unenforceable by a court decision, statute, rule, or otherwise, the remaining provisions of this Agreement shall not be affected by such illegality, invalidity, or unenforceability and shall continue in full force and effect.

11.9 Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

11.10 Survival. The provisions of Sections 4, 5, 6, 7, 8, 10, and 11 of this Agreement, and all other provisions of this Agreement which, by their very nature, are intended to survive termination of this Agreement, shall be deemed to survive termination of this Agreement, for any reason.

11.11 Santander's Policies. This Agreement, and each Request made pursuant to this Agreement, shall be subject to such policies as Santander may establish from time to time governing its funds transfer services, including, but not limited to, time limits by which funds transfer requests must be received and specific telephone numbers for various types of funds transfer requests.

11.12 Governing Law. This Agreement is subject to the provisions of all applicable regulations and operating rules of the Office of the Comptroller of the Currency and the Consumer Financial Protection Bureau, or any successor federal bank regulator, all applicable regulations of the Board of Governors of the Federal Reserve System, all applicable operating circulars of the Federal Reserve Banks, and any other applicable provisions of federal law and regulation. Subject to the foregoing, this Agreement shall be governed by the laws of the State of Delaware (excepting the conflict of laws provisions thereof).

11.13 Conflict with U.C.C. In the event of inconsistency between the provisions of this Agreement and the provisions of the U.C.C. with respect to the subject matter of this Agreement, the provisions of this Agreement shall control, except to the extent that U.C.C. Article 4A prohibits variation of its terms by agreement.

11.14 Sanctions Compliance. Customer, including all natural and legal persons who control, have authority over, or who are linked in any way to the transactions recorded in an Account, agrees the Customer will not use an Account for any transaction or activity that would (a) violate any of the U.S. laws, regulations, and directives involving economic restrictions and/or sanctions administered by the U.S Department of Treasury, Office of Foreign Assets Control or other governmental authorities (the "U.S. Sanctions Programs"); or (b) be used to violate any of the laws of a European Union Member State or the United Kingdom involving economic restrictions and/or sanctions administered by the European External Action Service or the Office of Financial Sanctions Implementation ("European Sanctions Program(s)") if such Account is within the jurisdiction of a European Sanctions Program. Customer also agrees that Customer will comply with all applicable requirements of the U.S. Sanctions Programs and will not take or fail to take any action that would expose Santander to the risk of being sanctioned or subjected to any prohibition or damage under the U.S. Sanctions Programs.

12. ADDITIONAL TERMS GOVERNING OUTGOING CONSUMER INTERNATIONAL WIRES

12.1 General. This section contains additional terms applicable to only Outgoing Consumer International Wires or "Remittance Transfers" as defined in 12 C.F.R. 1005.30(e). This section does not apply to any Request sent to an account in the United States, to any Request initiated by a non-consumer, or to any Request initiated by a consumer for any non-personal, non-family, or non-household purpose. **In the event of a conflict between provision in this Section and a provision in the rest of this Agreement or in the agreement governing your funding account, the provision in this Section 12 will control with respect to Outgoing Consumer International Wires.**

12.2 Disclosures. Santander will provide you with certain important disclosures regarding your transaction as required by Regulation E, including to the extent applicable: the amount that will be transferred to the account, a description of any fees and taxes imposed by Santander, the total amount of the transaction, the exchange rate to be used, the amount to be transferred in the foreign currency, a description of any fees and taxes to be applied by any other person to the extent known by Santander, and the amount that will be received by the recipient.

12.3 Liability. Except as otherwise agreed in writing, Santander is liable only for damages required to be paid as provided under Regulation E, subpart B or, to the extent applicable, UCC 4A (except as expressly modified by this Agreement). Except as required by Regulation E, subpart B, Santander will not be responsible for the acts or omissions of any other person or entity, including but not limited to any processor, any country's central bank, or any other financial institution, and no such person or entity will be deemed Santander's agent. In no event shall Santander have any liability for any indirect, incidental, consequential, punitive, or special damages, even if advised of the possibility of such damages.

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12.4 Cancellation. As provided in 12 C.F.R. § 1005.34(a), a Customer sending an Outgoing Consumer International Wire may cancel for a full refund within thirty (30) minutes of payment, unless the funds have been picked up by the designated recipient or deposited into an account of the designated recipient, by calling 855-806-6517, or by visiting any Santander retail branch. Any recurring Outgoing Consumer International Wires shall be made in the form provided to Customer by Santander and shall remain in effect until Customer cancels it. Santander agrees to cancel any preauthorized or recurring Outgoing Consumer International Wire(s), provided that the Customer's request to cancel the wire(s) is received orally or in writing by Santander at least three Business Days before the scheduled date of the transfer, and provided that the cancellation request enables the provider to identify the sender's name and address or telephone number and the particular transfer to be cancelled. Santander will not be liable for failing to cancel preauthorized or recurring wires if the cancellation request is received less than three (3) Business Days before the date of the transfer or lacks the sender's name and contact information or sufficient information to identify the transfer to be cancelled.

12.5 Error Resolution. In the event that you believe an error has occurred with respect to an Outgoing Consumer International Wire, you must notify Santander no later than 180 days after the "Availability Date" (the date when funds will be available to the Recipient) disclosed to you. You may notify us by contacting the Customer Contact Center at 877-768-2265 or by visiting any Santander retail branch. If you fail to notify us within this time period, Santander will not be liable for any error or loss of interest or any interest equivalent relating to the erroneous transaction. When you contact us, please tell us: (a) your name, address, and telephone number where we can reach you during business hours; (b) the recipient's name and, if known, his or her telephone number and address; (c) identifying information for the Outgoing Consumer International Wire to which the error detected relates (including, if possible, the date, dollar amount and transaction confirmation number); and (d) the error or problem with the wire transfer, and why you believe it is an error or problem.

12.6 Remittance Transfer Provider. If Customer is at any time classified as a Remittance Transfer Provider as that term is defined under Regulation E, Customer represents, warrants and agrees that:

(a) Customer shall be responsible for performing and complying with the requirements of 12 C.F.R. Part 1005, including, but not limited to, providing disclosures to the consumer (sender), the error resolution procedures, the provision of any remedies to the consumer, and the cancellation and refund of remittance transfers;

(b) Santander is acting as an agent and not as a Remittance Transfer Provider when performing activities on behalf of Customer; and

(c) Even if Santander is deemed a Remittance Transfer Provider under applicable law, Customer shall take all actions necessary to comply with the obligations of a Remittance Transfer Provider.

(d) Customer agrees to indemnify and hold Santander harmless from and against any and all loss, liability, damage, costs, and expenses (including attorneys' fees) that Santander may sustain in reliance on Customer's representations and warranties as a Remittance Transfer Provider.

For additional information on services offered by Santander Bank, stop by your nearest branch or call us at 877-768-2265.

For quick access to information on your Santander Accounts, call Santander Bank's Automated Telephone Banking at 800-762-5895. Hearing- and speech-impaired customers may use 7-1-1 or their preferred relay service.

Visit us online at santanderbank.com.

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