
Alloya's Neural Payments Product Operating Agreement

Authorization. The Master Membership Agreement ("MMA") and Master Membership Contract ("MMC") between Member and Alloya are incorporated herein by reference and represent additional terms that are part of this Product Operating Agreement ("POA").

I. Definitions.

1. **"Neural Payments."** Neural Payments Inc. is a service that offers a digital payments network (the "NP Network") which enables Natural Person Members to transfer money electronically using a mobile device or the website of a participating Member.
2. **"Natural Person Members."** Members of Alloya's Member excluding their business and trust accounts.
3. **"Debit Provider."** Member's debit card service provider.
4. **"Third-Party Platform."** Any platform, add-on, service, or product provided by any third-party that Alloya and Member elects to integrate or enable for use with Neural Payments, including Member's own systems, software, or infrastructure.
5. **"Authorized User."** Employees or representatives of Member that have been properly issued credentials to access the NP Network.

- II. **Scope of Service.** Alloya, as an authorized reseller of Neural Payments, is, under this POA, extending to Member a limited license for access to the NP Network via integration to Member's mobile application or website. Member may choose to use features that involve integration with Third-Party Platforms.

III. Responsibilities of Alloya.

1. Alloya shall provide access to the NP Network, and the mobile application platform to Member. Access to the NP Network includes all updates, patches, or enhancements that Neural Payments makes generally available to its customers in a production environment.
2. Alloya shall provide onboarding support and training to Member on the NP Network.
3. Alloya shall provide access to the Neural Payments administrative portal and fraud tools.
4. Alloya shall maintain a service help desk call system to accept Member NP Network inquiries.
5. Alloya shall provide Member the option to integrate Third-Party Platforms subject to Member's agreement with the relevant provider and may enable data exchange between Neural Payment Services ("Services") and the applicable Third-Party Platform.

IV. Responsibilities and Agreements of Member.

1. Provide Alloya and Neural Payments user accounts with the same functionality, appearance, and other characteristics as those of the user accounts of Member's account holders.
2. Add and maintain Neural Payments as an authorized network to Member's account at Debit Provider and obtain all required consents and authorizations necessary from Debit Provider to enable Neural Payments to perform the Services.

3. Authorize Alloya and Neural Payments to embed the NP Network into Member's web portals and mobile applications.
4. Ensure Natural Person Members are provided all applicable rules, regulations, and procedures (including changes to any of the foregoing) required for use of Neural Payments Services.
5. Provide support to Natural Person Members with respect to their use of the Services including set up, training, access, and other support. Alloya will not provide direct support to Natural Person Members.
6. Authorize Neural Payments the right to access, test, and periodically audit the Member's System and its connection to the Services if Member chooses to integrate their system with Neural Payments.
7. Ensure the NP Platform is accessed only by properly credentialed Authorized Users. Member may use the NP Platform and Neural Payment Services for the sole purpose of providing Natural Person Members through a mobile banking application, and for administering and supporting that purpose. As such, Member is solely responsible for:
 - (A) Issuing, managing, and deleting credentials and all aspects of each Authorized User and Natural Person Member account
 - (B) Verifying the identity of each Authorized User and Natural Person Member, and
 - (C) Monitoring Authorized User access to the Services to ensure that only Authorized Users and Natural Person Members that are permitted to access and use the Services or Services enabled functionality, respectively, do so.
8. Not, directly or indirectly, permit any Third-Party to: (i) reverse engineer, decode, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Neural Payment Services; (ii) copy, in whole or in part, the Neural Payment Services or any component thereof; (iii) modify, enhance, translate, combine with other programs, or create derivative works based on the Neural Payment Services; (iv) sublicense, sell, rent, lease, transfer, distribute, or use the Services for time sharing or service bureau purposes or otherwise for the benefit of a Third-Party; or (v) remove any proprietary notices or labels. Member shall not use the Services except as permitted under applicable law.
9. Assume sole responsibility for the accuracy, completeness, validity, authorization for use (including transmission) and integrity of all Member Data, regardless of form or format. "Member Data" is the information provided by or on behalf of Member to Neural Payments to enable the provision of the Neural Payment Services (including all information provided by any Member System through any connection method, all information provided by Natural Person Members, and all information provided by any banking institution in respect of payments processed by or on behalf of Member. This includes (i) providing certain Member Data to Neural Payment Services to enable their operation (including: (1) personal and online identifiers (such as first and last name, email address, or unique online identifiers); (2) member record information (such as address, telephone number, financial account numbers, and other financial information); (3) commercial or transaction information (such as records of transactions made through the NP Network or other electronic network activity information); (4) geolocation information; and (5) other information about such account holders that is linked to the personal information above), and (ii) the Services are designed to act on direction and instructions given to it by or on behalf of the Member (including by Natural Person Members).

V. Warranty, Disclaimers and Limitation of Liability.

1. **Member Data.** Member represents and warrants that Member has the right to provide all Member Data to Neural Payments, and has obtained all necessary consents where applicable, including the

consent of each Natural Person Member for the Services to capture such data as the Services capture and to perform such actions as the Services may perform in relation to such Natural Person Member.

2. **Security.** Neural Payments uses reasonable security precautions designed to prevent unauthorized access to the Services and the Member Data as described in its Security Policy (a summary of which (which is Confidential Information of Neural Payments) may be made available to Member upon request) and shall at all times maintain security precautions consistent with industry-standard practices. Alloya shall promptly notify Member of any material unauthorized use of the Services by an unauthorized person or entity that affects the security of the Member's Information and that is known to Neural Payments. The Parties shall reasonably assist each other in investigating such unauthorized act and take such action as is reasonably necessary to prevent the continuation or recurrence thereof.
3. **Availability.** Alloya shall help ensure Neural Payments uses reasonable efforts consistent with industry standards to maintain the Services in a manner that minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Neural Payments or by third-party providers, or because of other causes beyond Neural Payments' reasonable control. Neural Payments shall use reasonable efforts to provide advance notice in writing. ALLOYA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND ALLOYA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- VI. **Indemnity and Hold Harmless.** Member agrees that any omissions, errors, or incorrect information pertaining to Neural Payments transactions made by Member or its Natural Person Members are solely the responsibility of Member. Member will hold harmless and indemnify Alloya for any claims made pertaining to its use or its members' use of the Services. Alloya has no obligation to discover and shall not be liable to Member or Natural Person Members for errors made by Member or its Natural Person Members in the use of the Services. Alloya shall also have no duty to discover Member's or its Natural Person Members errors in using the Services.