Master Subscription Agreement FAQ

This FAQ is intended to provide helpful context as you review the Verafin Master Subscription Agreement (the "MSA"). This FAQ is provided for informational purposes only and will not form part of the contract being contemplated between the parties.

What am I buying?

Verafin's cloud-based, consolidated Financial Crime Management platform provides financial institutions with a complete solution to facilitate the detection, investigation and reporting of financial crime and/or to perform regulatory compliance. Access to and use of the Software is provided on a subscription basis, subject to the terms of the MSA.

How can I provide feedback on the MSA? Can I provide a redline?

Our MSA was specifically drafted to describe the unique requirements and features of our Software and the related terms and conditions, including terms of use, SLAs, data usage, privacy, and data security. These terms and conditions form part of the product itself and apply to all customers equally, and for that reason we do not make changes to the body of the MSA.

We would be happy to review any questions or feedback that you may have, however we do not accept redlines or similar markups and we encourage you to keep in mind that the MSA is not subject to revision as you review the agreement.

We want to set these expectations in advance to ensure the most efficient review of our MSA, however if you have any questions or feedback, please send a list by email for our review.

How can I review Verafin's policies and procedures?

Verafin maintains detailed diligence materials including an annual security control audit, disaster recovery and business continuity plan, privacy policy, security policy, and W9. All diligence materials are available to our customers free of charge at any time upon request.

Financial information can be found online in the public disclosure of our parent company, Nasdaq, Inc., at: www.sec.gov/edgar, or on Nasdaq's investor relations website at: https://ir.nasdaq.com/investor-relations.

What is the FRAMLxchange Membership Addendum?

Financial institutions that are registered with FinCEN for 314(b) information sharing can securely and confidentially collaborate using Verafin's 314(b) Information Sharing technology – known as the FRAMLXchange. Registered institutions may participate in the FRAMLXchange program at no additional cost by executing the FRAMLXchange Membership Addendum with the MSA.

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ORDER FORM

Subscriber: Tidemark Federal Credit Union
PO BOX 1800
SEAFORD, DE 19973

	Invoicing Contact	Accounts Payable Contact
Name:	Pam Fleuette	Kerry Stevens
Phone:	3028411950	3026290100
Email:	pfleuette@tidemarkfcu.org	AccountingGroup@tidemarkfcu.org

TERMS

Quote Expiry: March 28, 2025

Subscription Start Date: April 1, 2025

Initial Term: 36 months

Payment Terms: All one-time Fees and the first year Subscription Fee shall be invoiced and payable as of **June 1, 2025**. Subsequent Subscription Fees shall be invoiced and paid annually in advance of **April 1**. All invoices are due on receipt. Payments may only be made by ACH, Wire Transfer or Preauthorized ACH Debit. Prices shown do not include any taxes that may apply.

PRODUCTS AND SERVICES

Professional Services

Item	Description	Fee
Implementation	Initial remote configuration of the Verafin Software and interface with core banking system.	$0

Software Subscription

Item	Description	Fee (Annual)
Verafin FRAML (SaaS)	Annual software subscription, unlimited users, hosted solution.	$57,488

Training

Item	Description	Fee
Unlimited Training	Interactive online training sessions, online training videos, and access to the Verafin community site.	-included-

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SPECIAL TERMS

1. **Opt-Out**. Subscriber shall have a one-time right to terminate this Agreement without further obligation or penalty by providing written notice to Verafin on or before May 31, 2025.

2. **Breach Notification**. In the event that Verafin experiences a security breach which affects Subscriber Data, Verafin shall notify Subscriber within 24 hours of becoming aware of such security breach.

3. Further to section 7(d), upon request by Subscriber made within sixty (60) days of termination of this Agreement, Verafin shall provide written confirmation of destruction of Subscriber Data, with the exception of any electronic copies stored for backup or archiving purposes which shall be destroyed pursuant to Verafin's backup and retention procedures in accordance with industry standards.

4. Verafin shall ensure that any subcontractor performing services with respect to this Agreement provides such services in accordance with the appliable requirements and standards provided in the Agreement. The services of any subcontractor used will not relieve Verafin from any of the obligations herein.

The purchase and use of the products described herein are governed by the *Master Subscription Agreement – Hosted Software – USA* (*Last Updated: November 8, 2018*), which is incorporated by reference.

NASDAQ VERAFIN LLC

SUBSCRIBER

Signed by:

Pam Fluette

60E79878739344F...

Authorized Signature	*Authorized Signature*
Chris Hickey	Pam Fluette CEO
Name/Title	*Name/Title*
	March 28, 2025	11:38 PDT
Date	*Date*

Tax exempt?

__X__ Yes (please attach confirmation)

_____ No

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MASTER SUBSCRIPTION AGREEMENT
Hosted Software – USA

This Master Subscription Agreement governs the provision of Software and other services by Nasdaq Verafin LLC to the Subscriber named in the associated Order Form. In the event of a conflict between the terms of the Master Subscription Agreement and any Order Form, the Order Form shall prevail.

1 | INTERPRETATION

a) **Defined Terms**. For the purposes of this Agreement:

"**Agreement**" means this Master Subscription Agreement together with any Order Form, schedules, addenda, and work orders between Verafin and Subscriber;

"**Confidential Information**" has the meaning ascribed thereto in Section 7 of this Agreement;

"**Error**" means any fault or failure of the Software that results in the Software failing to operate in conformity with its published specifications and documentation;

"**Extract Code**" means any code or executables used to extract data from Subscriber's core banking system or third party data sources for import and analysis by the Software;

"**Fees**" means the fees and charges specified in an Order Form, including both recurring and one-time charges;

"**Order Form**" means any validly executed order form or work order between Verafin and Subscriber;

"**Software**" means the software and technologies described in the Order Form and any subsequent Upgrades;

"**Subscriber**" means the party specified in the Order Form or work order and its successors and permitted assignees;

"**Subscriber Data**" means any data, information or material submitted or generated by Subscriber in the course of using the Software, including without limitation all Customer Information and Consumer Information;

"**Term**" means the term specified in the Order Form and each subsequent renewal;

"**Upgrades**" mean any standard changes or additions to the Software that correct Errors or provide minor improvements, including without limitation any changes to maintain automated CTR or SAR reporting requirements including report specifications and submission capabilities; and

"**Verafin**" means Nasdaq Verafin LLC, a Delaware limited liability company, and its successors and permitted assignees.

2 | GRANT OF RIGHTS

a) **License to Use Software**. Verafin grants Subscriber a non-exclusive, nontransferable, object-code only, limited license to use and access the Software in the United States of America for its internal business purposes only, subject to the terms and conditions of this Agreement. This license is granted on a subscription basis only for the Term of this Agreement.

b) **Restrictions of Use**. Subscriber's rights to use the Software shall be subject to the following restrictions:

  i. Subscriber shall not copy, reproduce, translate, modify, or adapt the Software, except as may be specifically allowed under this Agreement;

  ii. Subscriber shall not sell, lease, rent, sublicense, distribute, or otherwise transfer the Software in any manner;

  iii. Subscriber shall not decompile, disassemble, reverse translate, or otherwise reverse engineer any portion of the Software; and

  iv. Subscriber shall not test or attempt to defeat or subvert the Software's security or authentication features, including penetration or vulnerability testing, without Verafin's prior written approval.

3 | OWNERSHIP OF SOFTWARE

a) **Ownership**. Subscriber acknowledges that the Software and related documentation, and all copies made by Subscriber as permitted by this Agreement, are the exclusive property of Verafin and title shall at all times remain with Verafin or its assignee. Verafin shall own all right, title and interest, including copyright, in

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and to all Upgrades, solutions, designs, improvements, metadata, derivatives and modifications developed in relation to the Software even if they have been requested or suggested by Subscriber.

b) **Protection**. Subscriber will take all reasonable steps to protect the Software from any use, reproduction, publication, disclosure, or distribution that is not specifically authorized by this Agreement. Subscriber shall not: (i) transmit or share identification or password codes; (ii) permit access to the Software through a single identification or password code being made available to multiple users; or (iii) permit access to the Software by any third party without Verafin's prior written consent. Subscriber agrees to immediately notify Verafin of any known or suspected breach of these protective measures.

c) **Proprietary Rights Notices**. Subscriber shall not remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed by Verafin in or on the Software or documentation and shall ensure that all such notices are reproduced on all authorized copies of the Software and documentation made by Subscriber.

d) **Reservation of Rights**. Subject to the limited rights expressly granted hereunder, Verafin reserves all rights, title and interest in and to the Software, including all related intellectual property rights. No rights are granted to Subscriber other than as expressly set forth in this Agreement.

4 | SYSTEM AND ACCESS

a) **Hosting Environment**. The Software and all Subscriber Data shall be hosted on servers located in the United States of America. Verafin shall maintain appropriate physical and logical safeguards on the hosting environment. Verafin shall have an independent control audit conducted on an annual basis and shall provide Subscriber with a copy of the most recent audit upon request.

b) **System Access**. Upon execution of this Agreement and payment of all applicable Fees, Verafin shall enable Subscriber access to the Software. Verafin may suspend access to the Software if Subscriber defaults in any payment due to Verafin or materially breaches any provision of this Agreement.

c) **Ownership of Data**. As between Verafin and Subscriber, all Subscriber Data is owned exclusively by Subscriber. Subscriber shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and

appropriateness of all Subscriber Data. Verafin may access Subscriber Data to respond to service or technical problems, to provide the services contemplated by this Agreement, or at Subscriber's request. Verafin may use Subscriber Data for purposes of delivering the Software and the services contemplated by this Agreement, including: (i) testing the Software and any Upgrades, additions, or new functionality prior to deploying for use in a live environment; and (ii) the use and aggregation of Subscriber Data for purposes of detecting and monitoring fraud and suspicious activity across multiple institutions and improving fraud and suspicious activity analytics.

d) **Fair Credit Reporting Act**. Alerts, notifications, or any other information provided either directly by Verafin or through the Software ("Alerts") do not constitute "consumer reports" as that term is defined in the Fair Credit Reporting Act (15 USC 1681) ("FCRA"). Alerts are intended to be used solely to facilitate investigation and not as the basis for or factor in any adverse action. Subscriber must not use Alerts in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Subscriber shall not use Alerts to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; or (5) use Alerts to take any "adverse action" as that term is defined in the FCRA.

e) **Extract Code**. The Software may require the use of certain Extract Code. Verafin may provide, arrange for the provision, or aid in the creation of an Extract Code. The Extract Code does not form part of the Software. Notwithstanding anything to the contrary in this Agreement, Verafin makes no representations or warranties, whether express or implied, and expressly disclaims all other warranties, including without limitation, warranties of title, merchantability, and fitness for a particular purpose with respect to the Extract Code. Subscriber shall provide Verafin with a copy of any Extract Code developed jointly with Verafin or using Verafin Confidential Information, including any improvements, derivatives, customizations or modifications to an Extract Code, and hereby grants

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Verafin a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, copy, modify, integrate, create derivatives, rent, sublicense and distribute directly and indirectly the Extract Code and any improvements, derivatives, customizations or modifications.

5 | FEES

a) **Fees**. Subscriber shall pay to Verafin all Fees specified in the Order Form. Unless otherwise indicated, all Fees are quoted in United States dollars. Verafin may increase the annual subscription Fee for the Software not more than once per calendar year, provided however that any single increase shall not exceed seven percent (7%) of the then-current Fee. The parties agree to renegotiate in good faith for an adjusted Fee in the event that Subscriber increases its asset size by more than 25% through merger or acquisition.

b) **Taxes**. Subscriber shall pay all applicable current and future federal, state and municipal/county taxes, duties or tariffs imposed on this Agreement or the Fees, the possession or use of the Software, and the services provided hereunder, excluding, however, all taxes on or measured by Verafin's income. All Fees are exclusive of taxes. If applicable laws require the withholding of taxes under this Agreement, Subscriber shall notify Verafin, make the applicable withholding and remit the required tax to the appropriate government authority. Subscriber confirms that it is not a GST/HST registrant and is a non-resident of Canada within the meaning of the Excise Tax Act.

6 | SUPPORT AND MAINTENANCE

a) **Support Services**. Verafin personnel will be available to persons designated by Subscriber by phone or email to answer questions regarding the use of the Software and to help identify, verify, and resolve problems with the Software. Telephone and email support are available Monday through Saturday, 8:00 a.m. to 5:00 p.m., in Subscriber's local time zone. Verafin will use commercially reasonable efforts to respond within 24 hours (or 48 hours if the request is received on a Saturday) of receipt of requests for telephone and email support. Verafin support personnel are available 24 hours a day to respond to Errors or issues that result in the Software being unavailable for use. Timelines for resolution will vary depending on the issue. Technical support will only be available for the Software. Other software applications and any hardware are outside the scope of support services.

b) **Error Corrections**. Upon receipt of notice of an Error, Verafin will assign a priority level according to the following criteria:

Priority A – severe: an Error that results in the Software being substantially non-functional or inoperative.

Priority B – high: an Error that results in a decrease in the performance in any functionality of the Software, but does not prevent Subscriber from continuing to use the Software.

Priority C – minor: an Error that results in the Software operating or performing other than as described in the documentation, but which does not have a material adverse effect on the performance of the Software.

c) **Response Times**. Verafin will use commercially reasonable efforts to correct reported Errors or provide a work around solution for each priority level subject to the following response times:

Verafin will deploy appropriate and reasonable resources to correct Priority A defects immediately upon being informed of the problem. Within one (1) business day of being notified of the details of the defect, Verafin will use commercially reasonable efforts to provide information to Subscriber as to the length of time it will take to correct the defect and undertake to notify Subscriber every two (2) hours as to the status of such correction.

Verafin will deploy appropriate and reasonable resources to correct Priority B defects immediately upon being informed of the problem. Within four (4) business days of being notified of the details of the defect, Verafin will use commercially reasonable efforts to provide information to Subscriber as to the length of time it will take to correct the defect.

Corrections for Priority C defects will be available at Verafin's discretion.

d) **Software Upgrades**. During the Term of this Agreement, Verafin shall automatically provide Subscriber with access to Upgrades at no charge. Prior to implementing any Upgrades or changes to the Software, Verafin may perform quality assurance and performance testing on Subscriber's data in a non-live environment.

7 | CONFIDENTIALITY

a) **Confidential Information**. For purposes of this Agreement, the term "Confidential Information" shall

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mean all documents or information disclosed by one party to the other that is:

i. marked as "PROPRIETARY" or "CONFIDENTIAL";

ii. relating to the respective technologies, software, pricing, strategies, trade secrets, internal operating environments, products, customer lists and business of either party;

iii. nonpublic personal information of customers of the Subscriber as defined in Section 501(b) of the Gramm-Leach-Bliley Act and implementing regulations at 12 CFR Section 1016.3(p) or 12 CFR Section 332.3(n) ("Customer Information");

iv. Consumer Information as defined in the Interagency Guidelines Establishing Information Security Standards in Appendix B to 12 CFR Part 364 and/or in Appendix A to 12 CFR Part 748;

v. Subscriber Data; or

vi. customarily regarded as being proprietary or confidential.

During the Term and indefinitely thereafter, each party shall keep confidential, shall not use for itself or the benefit of others, and shall not copy or allow to be copied, in whole or in part, any Confidential Information other than as reasonably necessary to fulfill the terms of this Agreement.

b) **Exceptions**. The obligations of confidentiality imposed upon the parties by the foregoing paragraph shall not apply with respect to any alleged Confidential Information which:

i. is known to the recipient prior to receipt from the other party;

ii. is disclosed to said recipient by a third party who has the right to make such disclosure;

iii. is or becomes a part of the public domain or public knowledge through no fault of said recipient;

iv. is independently developed by the recipient; or

v. is required to be disclosed under operation of law, provided that the party affected has the opportunity to apply to the applicable legal entity for a protective order where permitted by law.

c) **Security**. Each party will use the same degree of care to protect the other's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care. In accordance with Section 501(b) of the Gramm-Leach-Bliley Act and implementing regulations, Verafin shall implement appropriate measures to ensure the security and confidentiality of all Subscriber Data in its possession, including protecting against any anticipated threats or hazards to the security or integrity of the Subscriber Data, and protecting against any unauthorized access to or use of Subscriber Data. Each party will take appropriate action to address incidents of unauthorized access to the other's Confidential Information, including promptly notifying the other of the unauthorized access. Each party shall further comply with all laws and regulations relating to data security and the protection of nonpublic personal information applicable to the performance of this Agreement.

d) **Disposal of Confidential Information**. Confidential Information shall be properly disposed of in accordance with applicable requirements of the Gramm-Leach-Bliley Act and implementing regulations, once the services contemplated by this Agreement have been completed or otherwise terminated.

8 | LIMITED WARRANTY

Verafin warrants that:

(a) it has title to the Software or has acquired the right to license portions of the Software from third parties and Verafin has full power and authority to grant to Subscriber the rights granted hereunder;

(b) it has not placed, nor is Verafin aware of, any disabling code or any viruses in the Software which would alter, destroy, or inhibit the Software, or its use by Subscriber;

(c) the Software does not infringe upon any copyright, patent, trademark, service mark, trade name, trade secret, idea, process, know-how, development, invention, technology, or other form of intellectual property owned by a third party;

(d) Verafin personnel will exercise due care in the provision of any services; and

(e) Verafin shall comply with all applicable laws and regulations in the performance of this Agreement.

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THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY VERAFIN WITH RESPECT TO THE SOFTWARE, THE SERVICES AND ANY PART THEREOF. VERAFIN MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VERAFIN DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL OPERATE CONTINUOUSLY OR WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED.

9 | LIMITATION OF LIABILITY

IN NO EVENT WILL VERAFIN BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY RECEIVED ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY(EXCEPT AS EXPRESSLY STATED HEREIN), WHETHER OR NOT ANY OF THE MATTERS AFORESAID ARISES IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR MISREPRESENTATION OR BREACH OF STATUTORY DUTY OR ANY DUTY UNDER GENERAL LAW OR ANY OTHER LEGAL THEORY.

VERAFIN'S ENTIRE LIABILITY TO THE SUBSCRIBER UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR MISREPRESENTATION OR BREACH OF STATUTORY DUTY OR ANY DUTY UNDER GENERAL LAW OR ANY OTHER LEGAL THEORY, (EXCEPT FOR VERAFIN'S DUTY TO INDEMNIFY AGAINST INFRINGEMENT AS PROVIDED HEREIN) WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE TO VERAFIN BY THE SUBSCRIBER FOR THE ASSOCIATED SUBSCRIPTION OR SERVICE IN THE PRECEDING 1 YEAR PERIOD.

THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 9 SHALL APPLY TO THE FULL EXTENT NOT PROHIBITED BY APPLICABLE LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER.

10 | TERM AND TERMINATION

a) **Term.** Subscriptions shall start on the Subscription Start Date specified on the Order Form and continue for the Term specified. At the end of each Term, this Agreement and applicable subscriptions shall be automatically renewed for an additional one year term at the list price then in effect and subject to the then-current version of the Master Subscription Agreement. Either party may elect to not renew the subscription by giving at least sixty (60) days' written notice to the other party prior to the end of the then-current Term. Notwithstanding the foregoing, this Agreement will govern any use of the Software prior to the Subscription Start Date or following expiration of this Agreement, unless such use is governed by a valid, pre-existing agreement between the parties.

b) **Termination for Cause (Verafin).** Verafin may terminate this Agreement at any time prior to the expiration of the then-current Term if:

i.   Subscriber defaults in any payment due to Verafin and such default continues unremedied for at least 30 days after receipt by Subscriber of written notice;

ii. Subscriber is in default with respect to any other provision of this Agreement and such failure or default continues unremedied for at least 30 days after receipt of written notice; or

iii. Subscriber breaches any obligation related to the license rights and restrictions outlined in Section 2 or its obligations related to the protection of Verafin's Confidential Information as provided for herein.

c) **Termination for Cause (Subscriber).** Subscriber may terminate this Agreement and receive a pro rata refund of all prepaid Fees at any time prior to the expiration of the then-current Term if:

i.   Verafin is in default with respect to any provision of this Agreement and such failure or default continues unremedied for at least 30 days after receipt of written notice;

ii. Verafin fails to meet the System Availability specified in Schedule A in any two consecutive months, or any three months in any six month period; or

iii. Verafin breaches any obligation related to the protection of Subscriber's Confidential Information as provided for herein.

d) **Automatic Termination.** This Agreement terminates automatically, with no further action by either party, if:

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i. A receiver is appointed for either party or its property;

ii. Either party makes an assignment for the benefit of its creditors; or

iii. Any proceedings are commenced by, for, or against either party under any bankruptcy, insolvency, or debtor's relief law for the purpose of seeking a reorganization of such party's debts, and such proceeding is not dismissed within 90 calendar days of its commencement.

e) **Rights on Termination**. Upon termination of this Agreement, Subscriber access to the Software shall be revoked and Subscriber shall immediately cease using the Software and related documentation. Termination of this Agreement shall not relieve Subscriber from its obligations arising hereunder before termination, including but not limited to the responsibility for paying previously accrued Fees and the responsibility for not disclosing the Software. Termination of this Agreement shall not relieve either party from its obligations arising hereunder before termination relating to the other party's Confidential Information and the protection of Verafin's proprietary rights.

11 | INDEMNITY

a) **Infringement**. If any claim or suit is brought against Subscriber based on a claim that the Software infringes any existing patent, copyright, or trade secret, Verafin agrees that it will: (i) defend the suit at its expense, as long as Verafin is notified promptly in writing and is given complete authority and information required to defend the suit; and (ii) pay all damages and costs awarded against Subscriber, provided that Verafin will not be responsible for any cost, expense, or compromise made by Subscriber without Verafin's written consent.

Should the Software or any part thereof become or, in Verafin's opinion, be likely to become, the subject of a claim for infringement, Verafin may, at its own expense and option, either: (i) procure for Subscriber the right to continue using such Software; or (ii) replace the same with non-infringing software or modify the Software so that it becomes non-infringing. If neither of these options is commercially reasonable, Verafin may terminate this Agreement, revoke access to the Software and refund a portion of the Subscription Fee prorated over the relevant period. Verafin shall have no obligation for any such claim based on Subscriber modification of the Software or its combination, operation, or use with data, or software not approved by

Verafin. This Section 11(a) states Verafin's entire obligation regarding infringement or the like.

b) **Unauthorized Use**. Subscriber shall indemnify Verafin from all claims, losses, and damages arising from the use by Subscriber of the Software in a manner other than that provided in this Agreement or Subscriber's failure to protect its user names and passwords. Subscriber shall have the right to participate in the defense of any such claim at its own expense.

12 | DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement or involving any dispute regarding the interpretation or breach of this Agreement shall be resolved as follows:

a) Upon written request of either party, both parties shall appoint a designated representative whose task it will be to meet for the purpose of resolving such dispute.

b) Formal proceedings for the resolution of a dispute may not be commenced until the earlier of:

i. The designated representatives concluding in good faith that amicable resolution through continued negotiations does not appear likely; or

ii. The expiration of the 30 day period immediately following the initial request to negotiate the dispute.

c) In the event the parties are unable to resolve a dispute, a party shall commence arbitration proceeding pursuant to the rules of the American Arbitration Association and each party hereto agrees to be bound by the decision of the arbitrators. Judgment upon the award of the arbitrators may be entered in any court of competent jurisdiction. Arbitrations shall take place in the State of Delaware. The costs of arbitration shall be awarded by the arbitrators based on the success of each party of the arbitration.

d) Notwithstanding the foregoing, the parties acknowledge that a breach or threatened breach of any of the terms of Section 7 by either party would result in material and irreparable damage and injury to the other party, and that it would be difficult or impossible to establish the full monetary value of such damage. Therefore, either party will be entitled to seek injunctive relief by a court of appropriate jurisdiction in the event of the other party's breach or threatened breach of any terms of Section 7. This right to seek an injunction will not prohibit a non-breaching party from pursuing other

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available remedies against the other party, including the recovery of damages.

13 | U.S. GOVERNMENT RESTRICTED RIGHTS

Use, reproduction, release, modification or disclosure of the Software, or any part thereof, including technical data, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement (227.7202) for military agencies. The Software is a commercial product, which was developed at private expense. Use of the Software by any government agency is further restricted as set forth in this Agreement.

14 | GENERAL PROVISIONS

a) **Assignment**. This Agreement may not be assigned by Subscriber or by operation of law to any other person, persons, firms, or corporations without the express written approval of Verafin, which consent shall not unreasonably be withheld.

b) **Notices**. All notices required under this Agreement shall be in writing and shall be by email, personal delivery, overnight carrier, or registered mail to the address specified in this Agreement or other address as either party may specify from time to time, and in any event shall be effective upon confirmation of receipt.

c) **Governing Law**. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware. This Agreement shall be governed without regard to conflict of laws provisions and without regard to the United Nations Convention on Contracts for the International Sale of Goods and shall exclude the application of the Uniform Computer Information Transactions Act. The venue for any dispute between the parties shall be the appropriate court of Delaware and the parties unconditionally consent to this venue.

d) **Force Majeure**. Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of god, riots, acts of war, terrorism, epidemics, governmental regulations, earthquake, or other disasters.

e) **Survival of Certain Provisions**. The obligation to pay all accrued Fees, Verafin's proprietary rights and the confidentiality and indemnification obligations set forth in this Agreement shall survive the termination of this Agreement by either party for any reason.

f) **Headings**. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement.

g) **Entire Agreement**. This Agreement, forms the entire agreement between the parties and supersedes all previous agreements and communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party. No provisions in Subscriber's purchase orders (other than the Order Form) or other business forms will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by a duly authorized representative of each party to this Agreement.

h) **Waiver**. The waiver by either party of a breach of any provisions of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

i) **Compliance with Laws**. By accessing the Software, Subscriber confirms that this Agreement and the performance of any rights and obligations hereof: (i) are not restricted by or contrary to any law or regulation applicable to Subscriber; (ii) do not require registration or approval under the applicable laws governing Subscriber; and (iii) will not require termination payments or compulsory licensing under the applicable laws of Subscriber.

j) **Counterparts**. Any Order Form or other document relating to this Agreement may be executed in counterparts, each of which may be original or electronic and shall together constitute one and the same binding instrument.

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SCHEDULE A
SYSTEM AVAILABILITY
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System Availability: 99.5%, measured on a calendar monthly basis. System Availability will be calculated using the uptime formula set forth below.

The following exceptions shall apply to System Availability calculations:

1) Any scheduled maintenance or downtime periods for purposes of server or Software support, upgrades, or maintenance, provided that Verafin provides Subscriber with not less than 24 hours advance notice.
2) All Internet connectivity and LAN infrastructure issues/failures not attributable to facilities or equipment owned, leased, purchased or otherwise operated by Verafin or its service providers or subcontractors that cause unavailability.
3) Network or service availability issues as a result of intentional or unintentional acts or omissions by Subscriber that materially adversely affect the availability of the Software.
4) One weekly emergency maintenance window of up to one hour, if necessary to perform critical or emergency maintenance tasks.

Subscriber shall immediately notify Verafin of any and all downtime encountered.

Uptime Formula:

Definitions:
TM (Total Minutes):   Total number of minutes per calendar month
RD (Reported Downtime):   The downtime reported by Subscriber in minutes per month, excluding downtime attributable to the noted exceptions.

Formula:
Adjusted Availability (Uptime) = [(TM – RD) / TM] x 100%

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FRAMLXCHANGE MEMBERSHIP ADDENDUM

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This Addendum to the Agreement is by and among Nasdaq Verafin LLC, FRAMLXchange Inc. and the undersigned Subscriber.

1 │ INTERPRETATION

a) **Defined Terms**. For the purposes of this Addendum:

"**§ 314(b) Information**" means information that a Financial Institution or an Association of Financial Institutions is authorized to share and use pursuant to § 314(b) of the PATRIOT Act, to wit: information regarding individuals, entities, organizations and countries suspected of possible terrorist or money laundering activities;

"**Addendum**" means this Addendum to the Agreement;

"**Agreement**" means that certain Master Subscription Agreement, End User License Agreement, or other licensing agreement with respect to the Verafin software by and between Verafin and/or Verafin's authorized reseller and the Subscriber;

"**Association of Financial Institutions**" has the meaning given to it under 31 C.F.R. § 1010.540(a)(2);

"**Contact Information**" means the contact information that the Subscriber has registered with FinCEN as its point of contact for sharing § 314(b) Information;

"**Financial Institution**" has the meaning given to it under 31 C.F.R. § 1010.540(a)(1);

"**FinCEN**" means the United States Department of the Treasury, Financial Crimes Enforcement Network;

"**FRAMLXchange**" means FRAMLXchange Inc., a Delaware corporation, and its successors and permitted assignees;

"**Member**" means a Financial Institution that is a party to an Agreement and that joins FRAMLXchange for purposes of sharing and using § 314(b) Information as a member of an Association of Financial Institutions;

"**Membership Rules**" means the membership rules of FRAMLXchange attached hereto as Exhibit A, as such may be amended from time to time in accordance with Section 3 of this Addendum;

"**PATRIOT Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272, and its implementing regulations;

"**Subscriber**" means the Subscriber specified in this Addendum; and

"**Verafin**" means Nasdaq Verafin LLC, a Delaware limited liability company, and its successors and permitted assignees.

b) **Undefined Terms**. Capitalized terms used but not defined in this Addendum have the meanings assigned to them in the Agreement.

2 │ § 314(b) INFORMATION SHARING

a) FRAMLXchange is organized as an Association of Financial Institutions under § 314(b) of the PATRIOT Act. Pursuant to the PATRIOT Act, the membership of an Association of Financial Institutions must be comprised entirely of Financial Institutions. Accordingly, FRAMLXchange requires that all of its Members be Financial Institutions.

b) The Subscriber desires to become a Member of FRAMLXchange and represents and warrants that (i) it is a Financial Institution and (ii) it is validly registered with FinCEN as a Financial Institution authorized to share and use § 314(b) Information.

c) By signing this Addendum and making the representations, warranties and covenants contained herein, the Subscriber hereby becomes a Member of FRAMLXchange. As a Member of FRAMLXchange, (i) the Subscriber may, at its own discretion, share § 314(b) Information with FRAMLXchange and other Members of FRAMLXchange as permitted by § 314(b) of the PATRIOT Act and the Membership Rules and (ii) the Subscriber may use the § 314(b) Information of other Members of FRAMLXchange as permitted by § 314(b) of the PATRIOT Act and the Membership Rules. FRAMLXchange (A) will make the Subscriber's Contact Information available to other Members of FRAMLXchange to which FRAMLXchange issues alerts in common with the Subscriber and (B) will make the § 314(b) Information of other Members available to the Subscriber in compliance with § 314(b) of the PATRIOT Act and the Membership Rules. For the avoidance of doubt, the execution of this Addendum conveys no

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ownership in FRAMLXchange or Verafin to the Subscriber.

d)   FRAMLXchange is a wholly owned subsidiary of Verafin. FRAMLXchange and Verafin are parties to a license and services agreement pursuant to which FRAMLXchange has engaged Verafin as a vendor to provide certain software and other services to FRAMLXchange and to Members of FRAMLXchange (including the Subscriber) in order to facilitate the sharing of § 314(b) Information among FRAMLXchange and its Members. Verafin will provide such software and other services to the Subscriber pursuant to the terms of the Agreement.

e)   § 314(b) Information shared, received or used pursuant to this Addendum shall be considered "Confidential Information" under the Agreement and shall be subject to the provisions of the Agreement with respect to Confidential Information. (For the avoidance of doubt, notwithstanding anything in the Agreement to the contrary, the Subscriber may use § 314(b) Information for itself as permitted by this Addendum.)

f)   This Addendum does not, unless otherwise expressly stated herein, modify, amend, or alter the Agreement; provided, however, that FRAMLXchange shall become a party to the Agreement to the extent necessary to facilitate the purposes of this Addendum.

3 | MEMBERSHIP RULES

All Members must comply with the Membership Rules, and the undersigned Subscriber hereby covenants and agrees that, as a Member, it will at all times during the term of this Addendum comply with all of the Membership Rules. Notwithstanding anything in this Addendum to the contrary, FRAMLXchange will make § 314(b) Information available only to Members who are in strict compliance with the Membership Rules. Each party agrees that it will indemnify and hold harmless all other parties to this Addendum (and their respective directors, officers, employees and agents) from and against any claim, demand, cause of action, losses, damages, liabilities and expenses (including attorney's fees) arising out of, related to or in connection with such party's failure to abide by the terms of this Addendum or the Membership Rules. FRAMLXchange may revise the Membership Rules at any time by providing 30 days' notice of such revisions to the Subscriber at the address and/or email address set forth with the Subscriber's

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signature below in the manner provided in the Agreement. The Subscriber may access the current version of the Membership Rules at https://community.verafin.com.

4 | RELEASE

The Subscriber hereby releases FRAMLXchange and Verafin from all liability arising out of, related to or in connection with information shared or used by a Member in violation of this Addendum, the Membership Rules or the PATRIOT Act.

5 | TERM AND TERMINATION

a)   **Term**. This Addendum will be coterminous with the Agreement, including, for the avoidance of doubt, any renewal periods. Notwithstanding the foregoing, the Subscriber will be bound by the terms of this Addendum if it uses or shares any § 314(b) Information (other than its own, Subscriber-specific § 314(b) Information) with FRAMLXchange and/or its Members prior to the effective date of the Agreement or following expiration or termination of this Addendum.

b)   **Termination by Verafin**. Verafin or FRAMLXchange may terminate this Addendum at any time by providing notice to the Subscriber in the manner provided in the Agreement if (i) a representation made by the Subscriber in this Addendum becomes (or was at the time that it was made) untrue, (ii) the Subscriber fails to perform an obligation required by this Addendum or (iii) the Subscriber otherwise violates any provision of this Addendum.

c)   **Termination by Subscriber**. The Subscriber may terminate this Addendum at any time by providing joint notice to FRAMLXchange and Verafin in the manner provided in the Agreement.

d)   **Automatic Termination**. This Addendum terminates automatically:

(i)   Upon termination of the Agreement for any reason;

(ii)   If the Subscriber fails in any way to abide by the Membership Rules, as determined by FRAMLXchange in its sole discretion; or

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(iii) If for any reason FRAMLXchange ceases to be (A) considered an Association of Financial Institutions pursuant to § 314(b) of the PATRIOT Act or (B) validly registered with FinCEN as an Association of Financial Institutions authorized to share § 314(b) Information.

e)   **Rights on Termination**. Upon termination of this Addendum, the Subscriber shall cease to be a Member of FRAMLXchange and shall immediately cease using, accessing, or sharing § 314(b) Information (other than its own, Subscriber-specific § 314(b) Information) through FRAMLXchange. Termination of this Addendum shall not relieve any party from its obligations arising hereunder before termination relating to another party's Confidential Information and the protection of FRAMLXchange or Verafin's proprietary rights. Termination of this Addendum shall not, in and of itself, relieve the Subscriber or Verafin from its obligations arising under the Agreement.

6 | MISCELLANEOUS

a)   In the event of a conflict between the terms of this Addendum and the Agreement, this Addendum shall prevail.

b)   This Addendum has been provided pre-signed by Verafin and FRAMLXchange. No changes, strikeouts, write-ins or modifications of any kind shall be valid or binding unless approved and initialed by Verafin and FRAMLXchange.

[Signature page follows]

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IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Addendum.

SUBSCRIBER

Subscriber Name:

Authorized Signature:

Signed by:
Pam Fluette
—60E79878739344F...

Name:
Pam Fluette

Title:
CEO

Date:
March 28, 2025 | 11:38 PDT

Subscriber Employer Identification Number (EIN):

Subscriber email address for notice under Section 3:

FRAMLXCHANGE

FRAMLXCHANGE INC.

1209 ORANGE STREET
WILMINGTON, DE 19801

Authorized Signature:

Name/Title:
Brendan Brothers, Chief Executive Officer

VERAFIN

NASDAQ VERAFIN LLC

18 HEBRON WAY
ST. JOHN'S, NL CANADA A1A 0L9

Authorized Signature:

Name/Title:
Dana Laidhold, Treasurer

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FRAMLXCHANGE INC. MEMBERSHIP RULES

Last Updated: November 8, 2018

Capitalized terms used but not defined in these Membership Rules have the meanings assigned to them in the Addendum.

I | The PATRIOT Act

A Member of FRAMLXchange Inc. may share and use information regarding individuals, entities, organizations, and countries suspected of possible terrorist or money laundering activities ("§ 314(b) Information") pursuant to the Addendum only as permitted by § 314(b) of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (the "PATRIOT Act"), and the corresponding implementing regulations of the United States Department of the Treasury, Financial Crimes Enforcement Network ("FinCEN") codified at 31 C.F.R. § 1010.540.

Without limiting the generality of the foregoing:

1) A Member must at all times be a qualifying "financial institution," as that term is defined in 31 C.F.R. § 1010.540(a)(1).

2) A Member must at all times be validly registered with FinCEN (by annually submitting to FinCEN a notice described on FinCEN's Internet Web site, http://www.fincen.gov, or as otherwise required by law) as a financial institution authorized to share information under § 314(b) of the PATRIOT Act.

3) § 314(b) Information received by a Member pursuant to the Addendum may not be (i) shared by such Member with a person or entity other than FRAMLXchange Inc., another Member, or a governmental entity as required by law, or (ii) used for any purpose other than as permitted by 31 C.F.R. § 1010.540(b)(4) (the "Authorized Purposes"), namely:

   a. "[i]dentifying and, where appropriate, reporting on money laundering or terrorist activities;"

   b. "[d]etermining whether to establish or maintain an account, or to engage in a transaction;" or

   c. assisting the financial institution in complying with any requirement under Chapter X, Subtitle B of Title 31 of the U.S. Code of Federal Regulations.

4) A Member must at all times maintain adequate procedures to safeguard the security and confidentiality of § 314(b) Information shared, received or used by the Member pursuant to the Addendum. The requirements of this paragraph shall be deemed satisfied to the extent that a Member applies to such information procedures that it has established to satisfy the requirements of section 501 of the Gramm-Leach-Bliley Act (15 U.S.C. 6801), and applicable regulations issued thereunder, with regard to the protection of its customers' nonpublic personal information.

5) A Member of FRAMLXchange Inc. must ensure that the § 314(b) Information that it receives pursuant to the Addendum is accessed only by the employee (or employees) of the Member who is (or are) registered with FinCEN as the Member's point (or points) of contact, or otherwise authorized to access such information.

Notwithstanding any limitations imposed on the sharing or using of information that a Member receives from FRAMLXchange Inc., nothing in these Membership Rules is to be construed to mean that Members are restricted from using or sharing their own, Member-specific information, provided that such using or sharing is otherwise authorized by applicable law.

As an "association of financial institutions" as defined under 31 C.F.R. § 1010.540(a)(2), FRAMLXchange Inc. will, like its Members, comply with Rules 2, 3 and 4 above. FRAMLXchange Inc. will also, prior to sharing § 314(b) Information, take reasonable steps to verify that the Member with which it intends to share information is validly registered with FinCEN by following the protocol set forth in 31 C.F.R. § 1010.540(b)(3).

II | Fair Credit Reporting Act

Alerts, notifications, or any other information provided by FRAMLxchange Inc., either directly or through the Verafin software, ("Alerts") do not constitute "consumer reports" as that term is defined in the Fair Credit Reporting Act (15 USC 1681) ("FCRA"). Alerts are intended to be used solely to facilitate collaboration and investigation between Members and not as the

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basis for or factor in any adverse action. Members must not use Alerts in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Members shall not use Alerts to determine, in whole or in part an individual's eligibility for any of the following products, services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; or (5) use Alerts to take any "adverse action" as that term is defined in the FCRA.

III | Other Laws

A Member of FRAMLXchange Inc. must comply with all laws applicable to it, whether federal, state, local, or otherwise.

Certificate Of Completion

Envelope Id: 7841CD0E-5156-4B6D-BEED-705A229CCAE6   Status: Sent
Subject: Complete with Docusign: Verafin Order Form and MSA
Company Name:
Manager's Name:
Source Envelope:
Document Pages: 17   Signatures: 2   Envelope Originator:
Certificate Pages: 5   Initials: 0   Laura Bursell
AutoNav: Enabled   22 Bishopsgate
EnvelopeId Stamping: Enabled   VAT GB805460350
Time Zone: (UTC-05:00) Eastern Time (US & Canada)   London, London EC2N 4BQ
                                                                                   Laura.Bursell@nasdaq.com
                                                                                   IP Address: 69.10.244.11

Record Tracking

Status: Original   Holder: Laura Bursell   Location: DocuSign
    3/25/2025 10:45:28 AM   Laura.Bursell@nasdaq.com

Signer Events	Signature	Timestamp
Pam Fluette PFleuette@tidemarkfcu.org CEO Security Level: Email, Account Authentication (None)	**Signed by:** *Pam Fluette* —60E79878739344F... Signature Adoption: Pre-selected Style Using IP Address: 72.92.79.27	Sent: 3/25/2025 10:46:36 AM Resent: 3/28/2025 12:11:29 PM Viewed: 3/28/2025 2:36:14 PM Signed: 3/28/2025 2:38:55 PM

Electronic Record and Signature Disclosure:
  Accepted: 3/27/2025 11:43:42 AM
  ID: e956853a-8a6e-4acd-ae54-b2b45f193336		

Chris Hickey Chris.Hickey@nasdaq.com VP, Deputy General Counsel Security Level: Email, Account Authentication (None)		Sent: 3/28/2025 2:38:57 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Eve Grant Eve.Grant@nasdaq.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 3/25/2025 10:46:36 AM Viewed: 3/25/2025 10:54:51 AM
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Carbon Copy Events	Status	Timestamp
Nasdaq Verafin Accounts Receivable Janine.Carter@nasdaq.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**COPIED**	Sent: 3/28/2025 2:38:56 PM Viewed: 3/31/2025 9:17:54 AM
Jennifer Piercey Jennifer.Piercey@nasdaq.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	**COPIED**	Sent: 3/28/2025 2:38:56 PM Viewed: 3/28/2025 3:28:23 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/25/2025 10:46:36 AM
Envelope Updated	Security Checked	3/28/2025 10:12:44 AM
Envelope Updated	Security Checked	3/28/2025 10:12:44 AM
Envelope Updated	Security Checked	3/28/2025 10:12:44 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact NASDAQ, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: Anshu.Bhattarai@nasdaq.com

To advise NASDAQ, Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Anshu.Bhattarai@nasdaq.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from NASDAQ, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Anshu.Bhattarai@nasdaq.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with NASDAQ, Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to Anshu.Bhattarai@nasdaq.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify NASDAQ, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by NASDAQ, Inc. during the course of your relationship with NASDAQ, Inc..