

CFD BANKING SERVICES TOTALCASH MANAGER ACCESS AUTHORIZATION AGREEMENT

Completion of this TotalCash Manager Access Authorization Agreement (the "Agreement") grants a financial professional firm access to obtain information on client accounts at The Bancorp Bank, N.A. opened through cfd Banking Services. Financial professionals are granted access to client accounts through the account application. Only those accounts that have client authorization will be added to the financial professional TCM profile.

Telephone access is available by calling 877.644.1507, and Internet access is available through TotalCash Manager ("TCM") at www.totalcashmanager.com. Deposit balances, loan balances and transactional information are available. In addition, on the TCM website, balance alerts can be established to assist in tracking client banking activity.

Once this Agreement is signed and processed, the TotalCash Manager Administrator ("TCM Admin") identified in Part 2 will be sent a Company ID, a User ID and a password for online access to TCM. These will be sent by email, along with a TCM Reference Manual.

The TCM Admin has the ability to add other TCM users at the firm who are authorized to access client account information. Anyone at the firm who is authorized to contact the Bank on behalf of clients should be added as a TCM user.

Please read the Terms of this Agreement set forth in Part 5, and complete and sign the form below.

For purposes of this form, the term "financial professional" includes financial professionals, financial professional firms, advisors, agents, and brokers.

Important: Each financial professional firm must complete this form one-time only in order to be able to access clients' bank account information at The Bancorp Bank, N.A.

PART 1: Financial Professional Firm Information

Firm Name	Federal Tax ID Number of Firm (required to set up company profile)			
DBA Name (if applicable)				
Business Address				
City	State	ZIP Code	Business Phone (and extension)	Fax

PART 2: TCM Administrator Information — Signature Required

I have read and agree to the Terms of this Agreement, as set forth in Part 5.

Full Name	Title	
Financial Professional/Advisor/Broker/Agent/Rep ID	Email	
Business Phone* (and extension)	Mobile Phone* (available during business hours)	Fax
Signature	Date (mm/dd/yyyy)	

* Will only be used for account-related purposes; will not be used for marketing purposes.

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PART 3: Existing Accounts

Please provide details for any accounts that have been opened previously that should be linked to your TCM access once established.

Account Name	Account Number
Account Name	Account Number
Account Name	Account Number
Account Name	Account Number
Account Name	Account Number
Account Name	Account Number
Account Name	Account Number
Account Name	Account Number
Account Name	Account Number

PART 4: Signature of Authorized Representative — Required

I, an authorized representative of the financial professional firm identified in Part 1, have read and agree to the Terms of this Agreement, as set forth in Part 5.

Signature of Authorized Representative	Date (mm/dd/yyyy)
Print Name	Title

Please retain a copy of this Agreement for your records, and allow two to three business days for processing.

Please mail or fax this completed Agreement to:

cfD Banking Services Attn: Operations Department
409 Silverside Road, Suite 105
Wilmington, DE 19809

Fax: 302.385.5121

FOR BANK USE ONLY

Processed by	Date (mm/dd/yyyy)
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PART 5: Terms of TotalCash Manager Access Authorization Agreement

- 1) This Agreement is by and between the above-signed financial professional firm, financial professional, advisor, agent, or broker ("Financial Professional"), TCM Administrator and all TCM users, hereinafter collectively referred to as "TCM User" doing business with cfd Banking Services and The Bancorp Bank, N.A. (the "Bank"). This Agreement governs the access and authorization of TCM User to receive and view bank account information of clients of Financial Professional ("Clients") on TCM (the "Platform"), by telephone or by any other method made available by the Bank. Financial Professional agrees to communicate the terms of this Agreement to any and all TCM Users regarding use of the Platform and Financial Professional agrees to accept full responsibility arising out of the use or misuse of the Platform or breach of any of the terms of the Agreement by any TCM User.
- 2) Pursuant to a completed account application providing authorization signed by each Client (the "Authorization"), Financial Professional agrees to act as an authorized representative for such Clients with respect to viewing and receiving information on those accounts ("Authorized Accounts"). Upon receipt of an Authorization from a Client, that Client's data will become available to TCM User.
- 3) With respect to the Platform, Financial Professional acknowledges and agrees that: (a) access to the Platform requires the use of a compatible Internet browser (each, a "Web Browser") and an Internet Service Provider ("ISP"); (b) the Bank has provided Financial Professional with an adequate description of the necessary online requirements and guidelines to support access to the Platform, and Financial Professional has selected its own Web Browser and ISP based upon those requirements and guidelines; and (c) Financial Professional is responsible for providing and maintaining hardware, software, Web Browser, ISP or telecommunications configuration as required to access the Platform.
- 4) TCM User acknowledges and agrees to use the Platform only for the purposes of, and in a manner consistent with this Agreement. All intellectual property rights and other proprietary rights in the Platform (and all components thereof) and related materials, ideas, technologies, software, and other Platform-related information are exclusively owned by the Bank and its licensors, and all rights therein not expressly granted by this Agreement are reserved. Title to the Platform, including all copies and other embodiments thereof, and all other proprietary materials of the Bank which Financial Professional may access or use in connection with its use of the Platform, is expressly reserved. In connection with the use of the Platform, TCM User hereby acknowledges and agrees that it will not reverse engineer, compile, transfer, copy, modify or alter access to or use of the Platform. Certain information relating to TCM is protected under state and federal intellectual property laws. In addition, TCM User acknowledges that the Bank's service providers or others may copyright certain other information made available to TCM User in connection with the Platform. Without the prior written consent of the Bank, TCM User may not copy or republish, in any form, any information made available through the Platform. Any descriptions of, or references to, products, services or publications within TCM does not constitute or imply endorsement or approval by the Bank of such products, services or publications.
- 5) TCM User agrees to reasonably cooperate with the Bank with respect to this Agreement in such manner as may be reasonably requested by the Bank, from time to time, including, but not limited to, in connection with resolution of problems that may arise. The Bank shall be acting solely as an independent contractor and not as an agent of TCM User or any Client with respect to this Agreement.
- 6) The Bank's ability to provide Client information may be conditioned on the continuing availability of certain services from third parties with which the Bank has contracted. TCM User understands and agrees that, consistent with the Bank's privacy practices, services to be provided by third parties may include the display, processing and/or transmission of the Client's data by such third parties. The Bank shall have no liability for any third parties' provision of, or failure to provide, such services. Financial Professional understands and acknowledges that the Bank and/or third parties may modify, add, or remove features of their services at any time, in the Bank's and in such third parties' discretion. The Bank will attempt to provide prior notice to Financial Professional in the event of any such modifications, additions, or removals, but Financial Professional acknowledges that such prior notice may not be practicable in all circumstances. On behalf of and as a representative of each Client, TCM User agrees that third parties may be utilized for such purposes or otherwise in making information available.
- 7) (a) Financial Professional and TCM User (for the purposes of this Section 7, the "Receiving Party") acknowledges and agrees to maintain the confidentiality of Confidential Information (as hereafter defined) provided Bank or its representatives under this Agreement. The Receiving Party shall not disclose or disseminate the Bank's Confidential Information to any person or entity other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party who have a need to know it in order to assist the Receiving Party in performing its obligations, or to permit the Receiving Party to exercise its rights under this Agreement. In addition, the Receiving Party (i) shall take all reasonable steps to prevent unauthorized access to the Bank's Confidential Information, and (ii) shall not use the Bank's Confidential Information, or authorize other persons or entities to use the Bank's Confidential Information, for any purposes other than in connection with performing its obligations or exercising its rights under this Agreement. As used herein, "reasonable steps" means steps that a party takes to protect its own, similarly confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care.

(b) The term "Confidential Information," as used herein, shall mean all Client information, regarding the Platform, the Access Codes (as defined below), and any other proprietary material of the Bank, its affiliates, service providers, or agents, as well as (i) any information provided to Financial Professional or otherwise made available by the Bank, its affiliates, service providers, or agents that is marked "confidential," "proprietary," or a similar designation, and (ii) all other information regarding the Bank that a reasonably prudent person would treat as confidential.

(c) The provisions of this Section 7 regarding Confidential Information shall not apply to the extent, that such Confidential Information: (i) is already known to the Receiving Party free of any restriction at the time it is obtained from the Bank; (ii) is subsequently learned from an independent third party free of any restriction and without breach of the terms and conditions set forth in this Agreement; (iii) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; or (iv) is independently developed by or for the Receiving Party without reference to or use of any Confidential Information of the Bank. The Receiving Party may also disclosure Confidential Information as may be required by applicable law, rule, regulation, government requirement or court order, (provided, however, that the Receiving Party shall advise the Bank of such required disclosure promptly upon learning thereof, and thereafter provide reasonable assistance to the Bank in order to afford the Bank a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).

(d) The Receiving Party shall advise its employees, agents, contractors, subcontractors and licensees, and shall require its affiliates to advise their employees, agents, contractors, subcontractors and licensees, of the Receiving Party's obligations of confidentiality and non-use under this Section 7, and shall be responsible for ensuring compliance by its and its affiliates' employees, agents, contractors, subcontractors and licensees with such obligations. The Receiving Party shall promptly (but in no event in more than twenty-four (24) hours following discovery) notify the Bank in writing upon learning of any unauthorized disclosure or use of the Bank's Confidential Information by such persons or entities.

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(e) The Bank shall maintain Customer's and TCM User's information in accordance with the applicable policies of the Bank, including, but not limited to, the Bank's Privacy Policy, as set forth at <https://www.thebancorp.com/privacy-policy/>.

(f) This [Section 7](#) shall survive any termination of this Agreement.

8) (a) Upon execution of this Agreement, the Bank will provide TCM Admin with a Company ID, a User ID and a password (collectively, the "Access Codes").

(b) The Access Codes will be used as part of the authentication procedure through which TCM Admin may access the Platform. TCM User agrees to use commercially reasonable measures and safeguards to keep the Access Codes confidential and to generally prevent unauthorized access to the Platform. TCM Admin agrees that it shall be solely responsible for (i) the selection and maintenance of its own internal security procedures, and (ii) any access to the Platform via the Access Codes. Financial Professional acknowledges and agrees that the Bank shall have the right to rely on, and shall have no liability for such reliance upon, any instructions received from Financial Professional, TCM Admin, and/or TCM User when accessing the Platform using the Access Codes. Financial Professional agrees to cooperate with the Bank in connection with any investigation by the Bank, or by its affiliates or agents, regarding any alleged fraudulent conduct by Financial Professional, TCM Admin, or TCM User. The Bank will make commercially reasonable efforts to notify Financial Professional regarding potential fraud, but the Bank shall have no liability for any failure to provide such notification. Financial Professional expressly consents to the Bank's disclosure of any information gathered by the Bank regarding any alleged fraudulent conduct to its third-party service providers and agents.

(c) In addition to the Access Codes, an encryption procedure will be used when information is transferred between Financial Professional's browser and the Bank's Internet servers. The Platform's encryption procedure employs the TLS encryption standard. Financial Professional agrees that the use of the Access Codes and the TLS encryption method are commercially reasonable security procedures for the purposes of this Agreement.

(d) If Financial Professional discovers or reasonably suspects any breach of, or unauthorized access to or disclosure of Client Information, the Access Codes, the Platform, or any other confidential or proprietary information (collectively, a "Security Incident"), Financial Professional agrees to promptly (but in no event in more than twenty-four (24) hours) notify the Bank in writing (including via email at infosec@thebancorp.com) of any such Security Incident. Such notification shall include Financial Professional name, TCM Company ID and a description of the Security Incident. The Bank reserves the right to immediately restrict access to the Platform and the related systems if the Bank reasonably believes that TCM User's Access Codes have been, are being or may be used by unauthorized person(s) or that a different type of Security Incident has occurred. In such event, the Bank shall take commercially reasonable efforts to immediately notify Financial Professional, unless such notice is prohibited by applicable law or regulation. Following any Security Incident, Financial Professional shall provide such assistance to the Bank as the Bank may request, and reimburse the Bank for its costs and expenses incurred, and damages suffered, in connection with such Security Incident. The Platform's security procedures may be amended by the Bank from time to time in the Bank's sole discretion..

(e) In order to provide Client information by telephone, the Bank may authenticate the identity of TCM User by such methods that the Bank, in its sole discretion, deems appropriate in order to confirm that the person requesting Client information is authorized to receive such information.

9) (a) The Bank shall have no liability to Financial Professional or Clients if the Client information or the Platform is utilized by Financial Professionals or a TCM User, including, but not limited to, an employee of Financial Professional, an independent contractor, or a third party (collectively, a "Financial Professional Agent") for any purpose or in a manner not consistent with this Agreement. The Bank shall not be responsible to Financial Professional or any Financial Professional Agent for: (i) Financial Professional or Financial Professional Agent's failure to comply with instruction or direction of the Bank; or (ii) any occurrence, act, or omission not within the Bank's reasonable control, including, without limitation, the inoperability or deficiency of any communications system, computer or payment system, power supply, courier services, as a result of any acts of God, or of any government, either in its sovereign or contractual capacity, any widespread disease or epidemic, or the transmission or existence of computer virus(es) or as a result of other similar occurrences, or acts or omissions of third parties, including, without limitation, any losses incurred by Financial Professional as a result of any problem with its operation and/or information technology.

(b) The Bank shall have no liability to any third party as a result of its performance hereunder.

(c) Financial Professional hereby agrees to indemnify, defend and hold harmless the Bank, its directors, officers, employees, agents, successors and assigns from and against any and all claims, demands, costs, losses, damages, fines, penalties, liabilities or expenses, including reasonable attorneys' fees (whether or not such attorneys are employees of the Bank or any affiliated company) ("Claims") resulting from (i) any misuse by any TCM User of the Platform or Client information (iii) any breach by Financial Professional of this Agreement, or (iv) any Claims of any third party, including without limitation any Client, based on any TCM User's or Financial Professional Agent's acts, omissions, criminal conduct, negligence or willful misconduct in using the Client information or the Platform; (v) any faulty hardware, software, Web Browser, ISP or telecommunications configurations utilized by TCM User in connection with the Platform; (iv) any failed, incomplete, defective or incorrect transmissions from Financial Professional to the Bank, whether due to interruption of electric power or telecommunication services, faulty entry or otherwise; (vii) any Security Incidents, including but not limited to any security breaches affecting Financial Professional's facilities, equipment, or means of transmission; (viii) the transmission by TCM User of computer virus(es) by or through the Platform; and/or (ix) the use of the Platform by means of the Access Codes by any person unauthorized by TCM Admin to use such Access Codes, or by any person with respect to accounts or transactions for which TCM User lacks an effective Authorization or with respect to Client accounts other than Authorized Accounts.

(d) THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF ACCURACY OR AVAILABILITY, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT SHALL THE BANK BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM BUSINESS INTERRUPTION, LOSS OF USE, LOST DATA OR LOST PROFITS, OR FOR ANY ACTS OR OMISSIONS OF THE BANK'S LICENSORS, WHETHER OR NOT FINANCIAL PROFESSIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

(e) Except as otherwise stated herein or required by applicable law or regulation, this [Section 9](#) states the Bank's and TCM User's entire liability to each other and any Client with respect to TCM. This [Section 9](#) shall survive any termination of this Agreement.

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- 10) This Agreement may be terminated immediately by the Bank, without notice, in the Bank's sole discretion (i) in the event that all Authorized Accounts with the Bank are closed; (ii) in the event TCM User has not accessed the Platform for a period of one (1) year or more; (iii) upon termination of any contract between the Bank and a third party for services that are necessary for the Bank's ability to provide and/or maintain the Client information or the Platform hereunder; (iv) if either party is prohibited from performing any of its respective obligations hereunder by any law, regulation, or government agency having regulatory authority over the Bank or TCM User; or (v) if the Bank reasonably determines that TCM User is utilizing Client information or the Platform for a purpose in breach of, or otherwise in a manner not consistent with the terms of this Agreement. Otherwise, either the Bank or Financial Professional may terminate this Agreement for any reason or no reason, including, but not limited to, the terminating party's own convenience, after giving the other party thirty (30) days' written notice of its intention to terminate. Any termination of this Agreement shall not affect any obligation of either party arising prior to such termination.
- 11) Except as otherwise provided herein, notices given in connection with this Agreement must be in writing and delivered to the address set forth in Part 1 and Part 4 of this Agreement or to such other address as either party may hereinafter indicate in writing to the other party. Financial Professional hereby accepts delivery by electronic communication of (a) all disclosures and other information required by law, and (b) all notices and other communications concerning the use and access to the Client information or the Platform hereunder.
- 12) Financial Professional agrees that neither its rights and obligations hereunder nor this Agreement may be assigned or transferred by Financial Professional to any third party without the Bank's prior written consent. The Bank reserves the right to assign this Agreement or its performance hereunder to (i) any affiliate, or, (ii) any entity that is a successor to, or which controls, is controlled by, or is under common control with, the Bank.
- 13) This Agreement along with any exhibits, amendments, Authorization(s) and written disclosures contain the entire understanding between the parties concerning the subject matter of this Agreement. This Agreement may be amended by written notice sent by the Bank at least thirty (30) days in advance of the effective date of the amendment. By using the Platform after the effective date of any such amendment, TCM User will be deemed to have agreed to the applicable amendments relating to the Platform. The failure of a party to exercise one or more of its rights hereunder or under applicable law or regulation shall not constitute a waiver and abandonment of any such right or any other right. If any provision set forth herein is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, then this Agreement shall be deemed to be amended to the extent necessary to bring it into accordance with any such requirement, and all other provisions hereof shall continue in full force and effect.
- 14) This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, the United States of America and any other regulatory bodies with jurisdiction over the Bank.
- 15) To the fullest extent permitted by applicable law, the parties hereby agree that any and all disputes, claims, or controversies arising from, or directly or indirectly related to, this Agreement, including but not limited to any and all: (1) claims for relief and theories of liability, whether equitable or at law and whether based in contract, tort, fraud, negligence, statute, regulation, ordinance, or otherwise; (2) claims that arose before this Agreement or any prior agreement; (3) claims that arise after the expiration or termination of this Agreement; and (4) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class (each, a "Dispute") shall be resolved solely and exclusively through arbitration, and not by resort to any state or federal court. This Section 15 (the "Arbitration Provision") shall be broadly interpreted. Notwithstanding anything to the contrary in this Agreement, this Arbitration Provision does not apply to an action by either party to enjoin the infringement or misuse of its intellectual property rights, including copyright, trademark, patent, or trade secret rights. Either party may demand arbitration in the event of any such Dispute. Such arbitration shall take place before a single arbitrator appointed by the American Arbitration Association in accordance with its usual rules and practices for appointing arbitrators, and shall be governed by the American Arbitration Association's rules for the arbitration of commercial disputes. The arbitration hearing shall take place in Wilmington, Delaware, and the American Arbitration Association shall be advised at the time an arbitration demand is made that the parties have agreed that the hearing shall take place in that city. Upon issuance of the arbitrator's award, either party may seek to confirm the award in any state or federal court that has subject matter jurisdiction over the Dispute and personal jurisdiction over the parties, as authorized by Section 9 of the Federal Arbitration Act (9 U.S. Code § 9). If this Arbitration Provision is found to be illegal or unenforceable, the parties agree that any Dispute(s) shall be adjudicated in the state and federal courts in Wilmington, Delaware (including their applicable appellate courts), and each party consents to the exclusive exercise of jurisdiction and venue by such courts. **WHETHER IN COURT OR IN ARBITRATION, CUSTOMER AND THE BANK AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY TO THE FULLEST EXTENT ALLOWED BY LAW.** This Arbitration Provision will survive the termination or expiration of this Agreement.