**OMB/OMBx**

**FINOPTI TREASURY LLC (COMPANY) AGREEMENT FOR ACH ORIGINATION**

Company wishes to initiate Credit and Debit Entries by means of the Automated Clearing House Network pursuant to the terms of the Agreement and the rules of the National Automated Clearing House Association (NACHA), and Financial Institution is willing to act as an Originating Depository Financial Institution (ODFI) with respect to such Entries. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entries" shall have the meaning provided in the NACHA Operating Rules (the ACH Rules) and shall also mean the data received from Company hereunder from which Financial Institution prepares entries.

**DEFINITIONS**

**Banking Business Day.**

For purpose of this Agreement, "Banking Business Days" are Monday through Friday, excluding federally recognized holidays, as updated each year online at: https://www.usa.gov/holidays. Bank hours of service, provided on Banking Business Days, are 8 am Central Time to 5 pm Central Time.

**Financial Institution.**

OMB Bank, Member FDIC ("OMB", or "Bank")

**Company (Program Manager).**

FinOpti Treasury LLC

**Originator**

A person or organization that authorizes a participating depository financial institution (ODFI) either directly or through a third-party sender, to transmit an entry into ACH network.

- Initiates an ACH Credit or Debit
- Obtains authorization from receiver (individual or entity whose account is debited or credited)
- Is legally responsible for transactions compliance

**Processing Hours**.

Financial Institution processing hours for ACH entries is provided in **Schedule C** during Banking Business Day. ACH Entries received after the cut-off times shall be deemed to have been received on the next Business Day.

**Processing Days**.

All days are considered processing days with the exception of Saturday, Sunday, and any day listed on the Federal Reserve Bank Holiday Schedule. Non-processing days are set forth in the attached **Schedule D**.

**Settlement Date**.

With respect to any Entry shall be the Business Day when such Entry is debited or credited in accordance with the Rules. A federal holidays calendar is attached hereto as **Schedule D.**

## ACH AGREEMENT

### Compliance with ACH Rules and Law.

The Company agrees to comply with and be bound by the ACH Rules as amended from time to time. In the event the Company violates any of the applicable ACH Rules and NACHA imposes a fine on Financial Institution because of the Company's violation, Financial Institution may charge the fine to the Company. Financial Institution reserves the right, but has no obligation, to notify Company of material revisions to the ACH Rules.

Financial Institution reserves the right to suspend Originators and Third-Party Senders for breach of the ACH Rules or this agreement. The Financial Institution reserves the right to audit the Originator and/or Third-Party Senders compliance with this agreement and with the ACH Rules upon reasonable notice.

It shall be the responsibility of the Company that the origination of ACH transactions complies with all applicable laws, regulations and orders, including, but not limited to, the sanctions laws, regulations and orders administered by the Office of Foreign Assets Control ("OFAC"); laws, regulations, and orders administered by the Financial Crimes Enforcement Network ("FinCEN"); and any state laws, regulations, or orders applicable to the providers of ACH payment services, including the sending of restricted transactions.

Restricted transactions include but are not limited to transactions defined as restricted within Regulation GG. This includes sanctions enforced by the OFAC. It shall further be the responsibility of the company to obtain information regarding such OFAC enforced sanctions (this information may be obtained directly from the OFAC Compliance Hotline 800-540-OFAC).

### Authorization – Proof and Retention.

The Company represents and warrants that each Entry transmitted to Financial Institution is authorized in accordance with the ACH Rules. Authorizations must be clear, readily identifiable, and legally binding, and must be obtained prior to initiation of the Entry.

The Company shall retain proof of authorization for each Entry for a minimum of two (2) years from the termination or revocation of the authorization, or such longer period as may be required by applicable law or the ACH Rules. The Company shall provide such proof of authorization to Financial Institution within the timeframes required by the ACH Rules or upon reasonable request.

### Security Procedure.

Originator shall comply with the "Security Procedures" described in **Schedule A** attached hereto and made a part hereof, and Originator acknowledges and agrees that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with a Security Procedure ("Security Devices") used in connection therewith, constitute commercially reasonable security procedures under applicable law for the origination of Entries (or request for cancellation or amendment of an Entry). Company authorizes Financial Institution to follow any and all instructions entered, and transactions initiated using applicable Security Procedures.

Originator agrees that the initiation of a transaction using applicable Security Procedures constitutes sufficient authorization for Financial Institution to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to deposit account maintained with Financial Institution, and Originator agrees and intends that the submission of Entries and instructions using the Security Procedures shall be considered the same as written signature in authorizing Financial Institution to execute such transaction.

Originator acknowledges and agrees that Originator shall be bound by any and all Entries initiated through the use of such Security Procedures, except to the extent such Entries result from Company and/or Financial Institution's failure to follow the agreed-upon Security Procedures, and by any and all transactions and activity otherwise initiated by any person(s) authorized by Originator to initiate transactions ("Authorized User(s)"), to the fullest extent allowed by law. Originator further acknowledges and agrees that the Security Procedures are not designed to detect error in the Entries initiated by Originator and that Originator bears the sole responsibility for detecting and preventing such error.

Originator and/or Company shall have the responsibility of granting User access and entitlements to all User's, along with any future maintenance of those Users. Originator acknowledges and agrees that it is Originator's responsibility to keep all Security Procedures and Security Devices protected and to provide or make available the same only to Authorized User(s). Originator and/or Company agrees to instruct each Authorized User not to disclose or provide any Security Procedures, Security Devices, or User Credentials to any unauthorized person. Originator agrees to periodically change or modify passwords and PINs. Company agrees to notify Financial Institution immediately if the Originator and/or Company believes that any Entry or activity is unauthorized or in error.

Financial Institution reserves the right to change, amend, replace, or cancel any or all Security Procedures at any time and from time to time in Financial Institution's discretion. Financial Institution may make any change in Security Procedures without advance notice to Company if Financial Institution, in its judgment and discretion, believes such change to be necessary or desirable to protect the security of Financial Institution's systems and assets. Company's implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute Company's agreement to the change and Company's agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

**Fraud Detection and Monitoring.**

Company shall implement and maintain commercially reasonable policies, procedures, and systems to detect, prevent, and mitigate unauthorized Entries, fraud, and operational errors, including monitoring unauthorized return rates, administrative returns, and overall return activity as required by the ACH Rules.

Financial Institution may establish thresholds, limits, or risk controls and may suspend origination or require corrective action if such thresholds are exceeded or if origination presents unacceptable risk.

**Physical and Electronic Security**.

Originator and Company are responsible for providing for and maintaining the physical, electronic, procedural, security of data and systems in Originator and Company's possession or under Originator and Company's control.

Company shall establish, implement, and maintain administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of data relating to Entries and any non-public or sensitive information ("Protected Information"). Protected Information shall be used solely for purposes permitted under this Agreement and shall not be disclosed to unauthorized parties. Company shall promptly notify Financial Institution of any actual or suspected security incident involving Protected Information and shall cooperate in remediation and recovery efforts as required by applicable law.

Financial Institution is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware") resulting from any computer viruses. Originator and Company are responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to operating systems, and for protecting, securing, and backing up any data and information stored in or on operating systems. Financial Institution is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Originator or Company's operating systems or accessed through an Internet connection.

Originator acknowledges that Financial Institution will never contact Originator by e-mail in order to ask for or to verify personal information such as Account numbers, Security Devices, or any sensitive or confidential information. In the event Originator receives an e-mail or other electronic communication that Originator believes, or has reason to believe, is fraudulent, Originator agrees that neither Originator nor its Authorized User(s), agents, and employees shall respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. Originator agrees that Company and/or Financial Institution is not responsible for any losses, injuries, or harm incurred by Originator as a result of any electronic, e-mail, or Internet fraud.

**Recording and Use of Communications.**

Company and Financial Institution agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

**Cancellation or Amendment by Originator.**

Originator shall bear the responsibility of cancelling erroneous transactions that have been submitted to Financial Institution for processing. If transactions have been processed and are unable to be cancelled by Originator or Company, it will be the responsibility of Originator to submit reversal entries to correct the erroneous transactions.

**Notice of Retuned Entries.**

Financial Institution shall notify Company by the receipt of a returned entry via the web application no later than one business day after the business day of such receipt.

**Reinitiation of Entries.**

The Company may not reinitiate entries except as prescribed by the ACH Rules and shall be solely responsible for compliance with applicable reinitiation requirements.

**Payment.**

Company shall pay Financial Institution the amount of each Entry transmitted by Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to OR date of transmittal by Financial Institution of such entry as Financial Institution, at its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry Date of such Entry as Financial Institution, at its discretion, may determine.

**Same Day ACH.**

For Companies originating Same Day ACH entries you agree to Financial Institution performing an account balance check prior to acceptance of ACH entries. Once accepted Financial Institution shall Prefund Same Day entries by automatically transferring funds to cover the ACH transactions into a Financial Institution reserve account.

Acceptance of Same Day ACH Entries is subject to Financial Institution's discretion, applicable ACH Rules, and Federal Reserve settlement deadlines, which may change from time to time.

**The Account.**

Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Originator ["Account"], and shall credit the Account for any amount received by Financial Institution by reason of the return of an Entry transmitted by Financial Institution for which Financial Institution has previously received payment from Originator. Such credit shall be made as of the day of such receipt by Financial Institution. Originator shall at all times maintain a balance of collected funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Originator's obligations under this Agreement, Originator agrees that Financial Institution may debit any account maintained by Originator with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Originator, in order to obtain payment of Originator's obligations under this Agreement. For Originators originating Same Day ACH entries you agree to Financial Institution performing an account balance check prior to acceptance of ACH entries. Once accepted Financial Institution shall Prefund Same Day entries by automatically transferring funds to cover the ACH transactions into a Financial Institution reserve account.

**Account Reconciliation.**

Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be available for online review daily and will be reflected on periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution, Company and Originator. It is your responsibility to monitor the account daily and notify the Company and/or Financial Institution immediately of any discrepancy between your records and the information shown. Originator agrees that the Company and/or Financial Institution shall not be liable for losses resulting from failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry. Originators must notify the Company and/or Financial Institution of any discrepancy immediately and no later than the end of business on the business day the transactions posted to enable compliance with the return deadline. Originator shall be precluded from asserting such discrepancy against Financial Institution if these notification requirements are not met.

**Representations and Agreements; Indemnity**.

With respect to each and every Entry initiated, Originator represents and warrants to Financial Institution and agrees that (a) each person shown as the Receiver on an Entry received by Financial Institution has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or credited by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution are limited to those types of Credit Entries set forth in Section 1, (d) Originator shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC; laws , regulations, and orders administered by FinCEN and any state laws, regulations, and orders applicable to the providers of ACH payment services and (e) Originator and Company shall be bound by and comply with the ACH Rules, including, without limitation, the provision making payment of an Entry by the Receiving Depository Financial Institution to the Receiver provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry. Originator specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Originator shall not be deemed to have paid the Receiver the amount of the Entry. Originator shall indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

**Liability Limitations on Liability; Indemnity.**

In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations, and warranties provided by Originator pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Financial Institution shall be responsible only for performing the services expressly provided for in the Agreement and shall be liable only for its negligence or willful misconduct in performing those services. Financial Institution shall not be responsible for Originator or Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Originator) or those of any person, including without limitation any Federal Reserve Institution, Automated Clearing House or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Financial Institution's agent. Originator agrees to indemnify Financial Institution against any loss, liability or expense (including attorneys 'fees and expenses) resulting from or arising out of claim of any person that Financial Institution is responsible for any act or omission of Originator or any other person.

In no event shall Financial Institution be liable for any consequential, special punitive or indirect loss or damage that the Originator or Company may incur or suffer in connection with this Agreement, including losses or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.

Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if Financial Institution is otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account from any claim of any person that Financial Institution is responsible for any act or omission of the Originator, or any other person described in this section.

**Inconsistency of Name and Account Number.**

Originator acknowledges and agrees that, if an entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number supplied by the Originator, even if it identifies a person different from the named Receiver, and that Originator's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.

**Amendments.**

From time-to-time Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of **Schedules [A-D]** attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Financial Institution notice to Company. The Company will be responsible for presenting updated amendments to Originator as soon as amendments are made available.

**Notices, Instructions, Etc**.

Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.

**Data Security.**

Company agrees to establish, implement and, as appropriate, update security policies, procedures and systems related to the initiation, processing and storage of Entries and resulting Protected Information.

**Cooperation in Loss of Recovery Efforts.**

In the event of any damages for which Financial Institution or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Financial Institution and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

**Entire Agreement.**

This Agreement (including the Schedules attached hereto), together with the Account Agreement, is the complete and exclusive statement of the agreement between Financial Institution, Company and Originator with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution, Company, and Originator with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to as a result of such violation or amendment. No course dealing between Financial Institution, Company, and Originator will constitute a modification of this Agreement, the ACH Rules or the security procedures; or constitute an agreement between the Financial Institution, Company, and Originator regardless of whatever practices and procedures Financial Institution, Company, and Originator may use.

**Non-Assignment**.

Originator or Company may not assign this Agreement or any of the rights or duties hereunder to any person without Financial Institution's prior written consent.

**Waiver.**

Financial Institution may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement.

**Binding Agreement; Benefit.**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Financial Institution or Company.

**Severability.**

In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Governing Law.**

This agreement shall be construed in accordance with and governed by the laws of the state of Missouri and the rules of the National Automated Clearing House Association (NACHA). The Originator and Company agrees that all originated entries shall comply with the applicable laws of the United States.

**Third Party Senders and Service Providers**

The Company shall not engage any Third-Party Sender, processor, or service provider to initiate Entries on its behalf without the prior written approval of Financial Institution. The Company shall ensure that all such parties are contractually obligated to comply with the ACH Rules and this Agreement.

The Company shall remain fully liable for the acts and omissions of all such parties, and Financial Institution shall have audit and examination rights with respect to such parties as permitted by the ACH Rules and applicable law.

**Availability of Funds**.

The Originator will receive immediate available funds, on the Settlement Date, for any electronic debit entry originated.

(Intentionally left blank Schedules follow on next page)

## Schedule A:
### Security Procedures

The Originator shall establish, implement, and maintain commercially reasonable administrative, technical, and physical safeguards to protect the confidentiality and integrity of all User IDs, login credentials, passwords, PINs, tokens, devices, and other authentication factors (collectively, "Credentials") issued for access to or use of the System.

Any transaction, instruction, or verification initiated or authenticated using valid Credentials will be deemed authorized, authentic, and binding on the Originator, whether or not actually authorized by the Originator, and the Financial Institution and Company shall be entitled to rely conclusively on such authentication.

The Originator shall immediately notify the Company and the Financial Institution upon becoming aware of, or reasonably suspecting, any compromise, unauthorized use, or disclosure of Credentials or other security-related information.

**Internal Controls and Access Management**

The Originator is solely responsible for:

- Controlling access to its systems, devices, and data files;
- Managing user entitlements and permissions;
- Ensuring prompt deactivation of Credentials for terminated or reassigned personnel; and
- Maintaining appropriate segregation of duties and dual controls, where applicable.

The Originator shall restrict access to Credentials and security procedures to authorized personnel with a legitimate business need and shall instruct such personnel not to disclose such information to any unauthorized party.

The Financial Institution and Company shall not be liable for any loss, damage, or liability arising from:

- Interception of information in transit;
- Compromise of internal systems or environment; or
- Unauthorized use of valid Credentials.

**Allocation of Risk**

THE FINANCIAL INSTITUTION SHALL HAVE NO LIABILITY FOR ANY PAYMENT ORDER, ENTRY, OR TRANSFER INITIATED USING THE ORIGINATOR'S VALID CREDENTIALS.

The Company may suspend, revoke, or reset Credentials, or restrict access to the System, if it reasonably suspects unauthorized, fraudulent, or suspicious activity.

The Originator agrees to indemnify, defend, and hold harmless the Financial Institution and Company from and against any third-party claim, loss, or liability arising from any Entry or transaction initiated using the Credentials.

**Security-Related Items**

The Originator shall implement and maintain commercially reasonable security practices to prevent unauthorized transmission, disclosure, or access to:

- Security procedures and authentication mechanisms;
- Systems, devices, and infrastructure that connect to or interface with the Company and/or Financial Institution; and
- Any related confidential information (collectively, "Security-Related Items").

Such safeguards shall meet or exceed the requirements set forth in this Agreement and applicable Rules. The Originator represents and warrants that it will take all reasonable measures to preserve the confidentiality and integrity of all Security-Related Items.

## Schedule B:

### ACH Processing Limits

ACH processing limits are established in accordance with our risk management framework and are designed to support secure, compliant, and reliable payment operations. Limits are determined based on factors such as transaction volume, account tenure, historical activity, operational capacity, and overall risk profile. Our goal is to support your growth while maintaining a safe and reliable payments experience.

If you have questions about your current ACH limits or would like to request a review, our Support team is happy to help. Please reach out to support@finopti.co.

## Schedule C:

### OMB Bank (ODFI) Processing Schedule

The following cut-off times apply to ACH files submitted to OMB Bank, as Originating Depository Financial Institution (ODFI). All times referenced are Central Time (CT), whether Standard or Daylight, as applicable. All ACH activity is subject to the **NACHA Operating Rules and Guidelines** ("NACHA Rules"), as amended from time to time.

**Standard ACH (Next-Day / Future-Dated) Entries**

- **Cut-Off Time:** 3:00 p.m. CT
- **Submission Requirement:** Files must be submitted no later than 3:00 p.m. CT to have funds settle by 4p.m. the next business day.

Files received after the applicable cut-off time may be processed on the next available Business Day and may result in a later settlement date*.

**Same Day ACH Entries**

Same Day ACH files must be transmitted on or after the Effective Entry Date and prior to the applicable Same Day window below:

- **First Window:** 7:30 a.m. CT
- **Second Window:** 11:30 a.m. CT
- **Third Window:** 1:30 p.m. CT

Files transmitted after the applicable Same Day cut-off time will not qualify for Same Day settlement and may be processed in the next available processing window*.

**"Effective Entry Date" must be a Business Day or the file will be processed on the first business day following the effective date. Processing and settlement timing are subject to ACH Operator schedules and the NACHA Rules.*

## Schedule D:

### Holiday Schedule

Holiday Calendar The Financial Institution observes the standard holidays designated by the Federal Reserve Bank. On these dates, as well as on all Saturdays and Sundays, the Financial Institution will be closed and will not process ACH files.

ACH files will not be accepted for processing on the holidays listed below. Files submitted on non-Business Days or assigned a non-Business Day Effective Entry Date will be processed on the next Business Day.

**Federal Reserve Bank Holidays**

- *New Year's Day – January 1*
- *Martin Luther King Jr. Day – Third Monday in January*
- *Presidents Day – Third Monday in February*
- *Memorial Day – Last Monday in May*
- *Juneteenth National Independence Day – June 19*
- *Independence Day – July 4*
- *Labor Day – First Monday in September*
- *Columbus Day – Second Monday in October*
- *Veterans Day – November 11*
- *Thanksgiving Day – Fourth Thursday in November*
- *Christmas Day – December 25*

If a holiday falls on a Saturday, it is generally observed on the preceding Friday. If a holiday falls on a Sunday, it is observed on the following Monday, consistent with the Federal Reserve Bank holiday schedule.