

SAN FRANCISCO FEDERAL CREDIT UNION

ONLINE BANKING, BILL PAYER and MOBILE BANKING

By proceeding, you acknowledge that you have already read and agreed to the Online Banking agreement and disclosures. You further acknowledge that you also have read and agree to the following specific terms for Online Banking, Bill Payer and Mobile Banking.

You can use your PC for a variety of transactions. You must have a personal computer with the following system requirements to use Online Banking and Bill Payer:

1. Internet Access
2. Modem capable of at least 28.8 bits per second (bps).
3. A version of a browser that is SSL (secure socket layer) enabled, such as a Netscape Navigator version 6.2 or greater, or Microsoft Internet Explorer version 5.0 or greater.

You must have a Credit Union Checking Account to use Bill Payer. Mobile Banking Service is part of Online Banking and requires a mobile device connected through an internet or mobile service provider with a web browser, and a special software application downloaded to your mobile device.

Available Services

By following the instructions that appear on the screen, you can use Online Banking on your home computer. At the present time, you may use Online Banking to:

- * Transfer funds between your checking, savings and loan accounts.
- * Transfer funds to accounts of other accounts in which you are a joint member.
- * Transfer funds to external financial institutions
- * Review account balances, transaction history and tax information for any of your checking, savings or loan accounts.
- * Download your account information to financial management software programs like Quicken® or Microsoft® Money.
- * Set email or text alerts to stay on top of your financials.
- * Communicate with San Francisco Federal Credit Union using the secure Communications Center.

With Bill Payer, you can pay your bills Online without writing checks, saving you time and postage. By accessing Bill Payer through Online Banking, you can make a single payment, set up recurring manual payments that vary in amount, or set up automatic payments in the same amount at the same frequency (such as monthly or bi-weekly) to merchants.

With Mobile Banking, you can (i) transfer funds between your Checking, Savings and signature credit line accounts, (ii) find out if checks have cleared, (iii) verify account balances, and (iv) pay bills.

Online Banking, Bill Payer and Mobile Banking are generally available 24-hours a day, seven days a week, although the system may from time to time be shut down for maintenance.

If you do not want to use both Online Banking and Bill Payer, please call or visit the Credit Union and ask us to deactivate your password. If you want to cancel the Bill Payer service, you can select the “Stop Bill Pay” option in Bill Payer at any time. If you want to cancel Mobile Banking, you can select to cancel Mobile Banking service through Online Banking or call the Credit Union at any time.

Activating Online Banking, Bill Payer and Mobile Banking

If you fail to log in to your online banking services for six consecutive months or longer, your online account will be deactivated for security purposes. This deactivation will not affect your membership, however, you will need to re-activate your account once again in order to access the online services.

Log into Online Banking by following the instructions that appear on the screen.

Instructions will be provided in Online Banking.

To activate Bill Payer, sign on to Online Banking by entering your Online Banking password and follow the tab to Bill Payer. The first time you log into Bill Payer, you will be required to agree to the terms of the Online banking disclosure to proceed. Bill Payer will give you complete instructions on setting up payments.

To access Mobile Banking, you must first enroll in Online Banking, and follow the link to the Mobile Banking Environment.

Once you have enabled the Mobile Banking service, you must download the Credit Union’s mobile banking application (the “Software”) onto your mobile device. You can then use your mobile device to access your accounts at any time by entering your member number and password.

Limitations on Online Banking, Bill Payer and Mobile Banking Use

All transactions are limited to available funds in your accounts. Single Bill Payer payments cannot exceed \$9,999.99. You can pay as many bills as you like, but you can have no more than 250 merchant payees set up at any one time. Online Banking transfers out of your Regular Share Savings and Money Market Savings Account are limited to six per month. (See the “DEPOSITS AND WITHDRAWALS” section of the Handbook for details on withdrawal limits.) Bill Payer payments can be made only to U.S. merchants and only in U.S. Dollar denominations. Bill Payer cannot be used to pay money you owe to governmental entities such as taxes, or to make court-ordered payments such as child support. If you have available overdraft protection by agreement we will make account transfers or loan advances to your Checking Account to cover Bill Payer payments that would otherwise overdraw your account.

Special Bill Payer Instructions

You are responsible for providing us with complete and accurate information about the merchant you wish to pay (a) when you first set up the account on Bill Payer and (b) if merchant information changes. Bill Payer will give you detailed instructions about what information is required. We do not verify the accuracy of merchant information.

You tell us the date that your payment is due. We will deduct the necessary funds to make the payment from your account at the start of business two to five business days before the payment is due. We will attempt to send the payment to the merchant by check or electronic transfer on the day we deduct the funds from your account. Whether your payment is made by check or electronically, you must have funds available in your account to make the payment by 12:01 a.m. five business days before the payment due date. If you are setting up a new payment, and the payment is due in less than five business days, we will deduct the funds from your account at the start of business on the business day after you set up the payment. If you want us to send a same-day payment, your request must reach us before 12:01 a.m. on that business day. The merchant may not receive the payment on time if we do not have complete and accurate instructions and funds by 12:01 a.m. five business days before the payment is due.

If you intend to rely on funds from direct deposit to make a bill payment, be aware that we do not receive those funds until after the funds are deducted from Bill Payer. If our first attempt to make a Bill Payer payment fails due to insufficient funds or other reason, we attempt the payment a total of five times. If we are still unsuccessful, we will charge our standard returned share draft fee to your account. We will not be responsible for late payments if you fail to observe these time limits or if you do not provide us with complete and accurate merchant information. You can cancel a bill payment by clearing the “due date” and “payment amount” fields or deleting the merchant from Bill Payer at any time before funds are withdrawn from your account. However, once the funds are withdrawn from your account, electronic payments cannot be stopped and you will have to resolve any disputes directly with the merchant. It may be possible to stop a payment by check if we receive your request before the merchant cashes the check. We will make reasonable efforts to stop check bill payments but cannot guarantee that we will be able to do so.

The Credit Union will be responsible for late fees only if we fail to follow your timely, complete and accurate instructions. You will be responsible for any late fees that occur because you have not given us accurate or complete information, because you do not have sufficient available funds in your account by 12:01 a.m. five business days before your payment due date, because you have not instructed us to make the payment on time, because a check we mailed was lost or misdelivered by the postal service, or if making a mortgage payment, you did not select a payment due date on the business day of or prior to the actual due date (we are not responsible if the due date you entered is within the grace period).

Special Mobile Banking Software Terms

After enrollment in Mobile Banking, your use of the mobile banking Software is subject always to the following conditions:

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- a. You will not use the Software for any purpose other than to access your own account(s) via the Mobile Banking service on your own mobile device;
- b. You will not download or install the Software into a mobile phone which you do not own or have exclusive control;
- c. You will not permit or enable any person to access the Software, or leave your mobile device unattended in such a manner as to enable a person to access the Software;
- d. You will not reproduce, modify or reverse engineer the Software or permit another person to do so;
- e. You will not permit any person to access your password or otherwise enable him to download a copy of the Software;
- f. The Software is made available to you strictly on an "as is" basis, no warranty is made in relation to the Software, and all warranties which may be implied by law or custom are excluded;
- and g. You will not hold the Credit Union liable for any incompatibility of the Software with your mobile device or for any loss or damage to any mobile device which may be caused by the Software or the installation process.

Add External Account Agreement

I authorize San Francisco Federal Credit Union to initiate ACH debit or credit entries to the external account I have registered. I certify that I am an owner or authorized on the external account with unlimited withdrawal or deposit rights on the depository's records, to originate transfers to or from the account. I acknowledge that the transactions must comply with the provisions of all regulatory laws. I will notify San Francisco Federal Credit Union if the account is closed or my withdrawal rights are limited or removed so it may be deleted from future use. The intent is to have the offsetting entry for these transfers charged/deposited to my account maintained at San Francisco Federal Credit Union.

Please note that it usually takes 3-5 business days for an External Transfer to process and reach your account.

Unauthorized Online Banking Transactions

Notify the Credit Union immediately if you believe an unauthorized person has gained access to your secret Online Banking password. You should also change your password immediately by using Online Banking and following the instructions. If you believe an unauthorized person has used your password to change your password, please call or visit the Credit Union immediately. See "Unauthorized Transactions" in the "TERMS APPLICABLE TO ALL EFTs" section of this Handbook for information on how to contact the Credit Union and other information about your potential liability for unauthorized transactions.

Fees

See the current Schedule of Fees and Charges for any fees that may apply to Online Banking or Bill Payer. There are no special or extra fees for Mobile Banking within Online Banking. Additional Terms Applicable to Online Banking, Bill Payer and Mobile Banking Please read the

section in this Handbook entitled “TERMS APPLICABLE TO ALL EFTS” carefully. These terms apply to Online Banking (including Mobile Banking) and Bill Payer.

Online Banking and Personal Computer Security

We use web browsers that are capable of conducting a secure session with an SSL (Secure Sockets Layer) enabled web server. This means that data transmitted between your computer and our server is scrambled during transmission. When the data finally arrives at our server, it is unscrambled. You might find the following measures, which are commonly recommended, helpful in securing your personal and financial information.

Try to create original passwords:

- Use a combination of numbers, letters and punctuation
- Longer passwords are better
- Make sure your password is something you can remember without writing it down
- Memorize your password

Use and install anti-virus programs: Viruses can infect a home computer in many ways: through floppy disks, CDs, e-mail, websites and downloaded files. Anti-virus programs help protect your computer against most viruses, worms, Trojans and other unwanted invaders that can make your computer "sick." Viruses, worms and the like often perform malicious acts, such as deleting files, accessing personal data or using your computer to attack other computers. If a file is found to be infected with a virus, most anti-virus programs provide you with options of how to respond, such as removing the harmful item or deleting the file. Installing an anti-virus program and keeping it up-to-date is the best defense for your home computer.

Install firewalls: A firewall can be described as a security guard for your home computer. The guard is a piece of software or hardware that helps protect your PC against hackers and many computer viruses and worms. It is a good idea to install a firewall on your home computer.

Avoid E-mail Scams: All internet users should be aware of the online scam known as "phishing" (pronounced "fishing"). Phishing involves the use of e-mail messages that appear to come from your bank or another trusted business, but are actually from imposters. Phishing e-mails typically ask you to click a link to visit a web site, where you're asked to enter or confirm personal financial information such as your account numbers, passwords, Social Security number, credit card numbers, debit card number, PINs or other data. Although these web sites may appear legitimate, they are not. Thieves can collect whatever data you enter and use it to access your personal accounts.

Keep your computer up to date: Most software vendors provide free patches to fix problems in their products. You can usually download these patches from the vendor's web site.

Back-Up Data: It is a good practice to back up important files and folders on your computer. To back up files, make copies onto CDs or floppy discs.

PLEASE NOTE: San Francisco Federal Credit Union cannot and does not warrant the security of any online environment, nor do we warrant the performance of your computer equipment or software or the Mobile Banking software.

Accounts under investigation: Please note San Francisco Federal Credit Union reserves the right to lock any account if it is the subject of an internal investigation of suspicion of unauthorized activity either reported by the Member themselves or another Member directly affected. San Francisco Federal Credit Union will take all the necessary steps to update all parties on any action taken for mitigate any fraudulent activity.

SAN FRANCISCO FEDERAL CREDIT UNION

REMOTE DEPOSIT CAPTURE SERVICES DISCLOSURE AND AGREEMENT

Effective: August 1, 2013

In this Remote Deposit Capture Services Disclosure and Agreement ("RDC Agreement"), the words "I," "me," "my," "us" and "our" mean the consumer or business or members applying for and/or using any of the Remote Deposit Capture Services (the "Services") described in this Disclosure and Agreement. The words "you," "your," "yours," "Credit Union" mean San Francisco Federal Credit Union. My Application for use of the Remote Deposit Capture Services, your notification of approval of my application, and my Credit Union Member Handbook, Truth in Savings Disclosure and Fee Schedule ("Account Disclosures") are incorporated into and made a part of this RDC Agreement. In the event of a discrepancy between this RDC Agreement and my Account Disclosures, this RDC Agreement will control.

Use of the Services. Following receipt of your notification approving my use of the Services, I am authorized by you to remotely deposit paper checks I receive to my account with you (the "Account") by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Services constitutes my acceptance of the terms and conditions of this RDC and Agreement. I agree to comply with the hardware and software requirements set forth in the "System Requirements" (Include the link for hardware and software requirements that you will use to store this information on your servers). Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via onscreen messaging and/or email notification. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for

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any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for remote deposit into my Account. I understand that any amount credited to my Account for items deposited using the Services is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the remotely deposited check.

In addition I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service.

Personal Guarantee Specific to Deposits Received for Credit to a Business Account:

My use of the Services for the purpose of depositing to a Business Account constitutes my understanding and agreement that I may be personally liable for any expenses that you incur in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event the Business on whose behalf I make this Guarantee defaults. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with you enforcing this Guarantee. This Guarantee shall benefit the Credit Union and your successors and assigns.

Compliance with Law. I agree to use the products and Service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of my business if applicable. I warrant that I will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations. I promise to indemnify and hold you harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of my Account and this RDC Agreement. I further agree not to use any Credit Union product, service or access device for illegal activity such as illegal online gambling.

Check Requirements. Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will endorse the back of the original check consistent with any endorsement specifications set forth in my Member Handbook. The image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the

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standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association

Rejection of Deposit. You are not liable for any service or late charges levied against me due to your rejection of any item submitted by Remote Deposit Capture. In all cases, I am responsible for any loss or overdraft plus any applicable fees to your Account due to an item being returned.

Items Returned Unpaid. A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you for remote deposit that you credit to my Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account. All credits resulting from Remote Deposit Capture are provisional until final payment by the institution on which the deposited item is drawn.

Joint and Several Liability for Joint Accounts. If a Credit Union Account has more than one owner, whether that person is designated as a "member," "joint owner" or otherwise, each owner acknowledges joint and several liability for all activity occurring on the joint Account. Each of us agrees that if we become indebted to you as a result of authorized use of Remote Deposit Capture and that debt is not paid upon your demand or as otherwise required by any Agreement any of us has with you, you can, unless prohibited by law or an agreement governing an Account, take funds from any Credit Union Account in which any of us has an interest to recover all or part of the unpaid debt, without notice and without waiving other rights you have to collect the debt.

Email Address. I agree to notify you immediately if I change my email address, as this is the email address where you will send me notification of receipt of remote deposit items.

Unavailability of Services. I understand and agree that the Services may at times be temporarily unavailable due to system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet software. In the event that the Services are unavailable, I acknowledge that I can deposit an original check at your branches or through your ATMs or by mailing the original check to you at 770 Golden Gate Avenue, San Francisco, CA 94102. It is my sole responsibility to verify that items deposited using the Services have been received and accepted for deposit by you. However, you will email notification of items submitted by Remote Deposit Capture that are rejected by the next business day following rejection.

Business Days and Hours. Our business days are Monday through Friday excluding federal holidays.

Funds Availability. Funds from items deposited by Remote Deposit Capture will be available when finally paid by the institution on which they are drawn, or earlier at your sole and absolute discretion.

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Accountholder's Warranties. I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Services:

1. Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
2. The amount, the payee, signature(s), and indorsement(s) on the original check are legible, genuine, and accurate.
3. I will not deposit or otherwise indorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.
4. Other than the digital image of an original check that I remotely deposit through your Services, there are no other duplicate images of the original check.
5. I have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
6. I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
7. The information I provided in my Application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.
8. I have not knowingly failed to communicate any material information to you.
9. I have possession of each original check deposited using the Services and no party will submit the original check for payment.
10. Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

Storage of Original Checks. I must securely store each original check. I will write on the check "Electronically Presented" after remotely deposit the check. If I am using the Service to deposit items into an account in the name of a Business to which I am a party I understand this means the original check(s) must be accessible only [under dual control] by my authorized personnel, that I deposit using the Services for a period of 30 days after transmission to you. Persons who have access to the stored checks must be fully bondable and have passed a thorough screening. After such period expires, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks.

Securing Images on Mobile Devices. When using Mobile Deposit, I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile device remains securely in my possession until the deposit has been completed or to delete the associated images from the application.

Accountholder's Indemnification Obligation. I understand and agree that I am required to indemnify you and hold you harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from my use of the Services and/or breach of this RDC Agreement. I understand and agree that this paragraph shall survive the termination of this RDC Agreement.

In Case of Errors. In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this RDC Agreement, I will immediately contact you regarding such error or breach as set forth below.

Telephone you at: 415-775-5377

or e-mail you at: contacts@sanfranciscoFCU.com

Limitation of Liability. I understand and agree that you are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to my breach of this RDC Agreement.

Charges for Use of the Services. All charges associated with the Services are disclosed in the Credit Union Fee Schedule, a copy of which is provided with this RDC Agreement.

Warranties. I UNDERSTAND THAT YOU DO NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR YOUR USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Change in Terms. You may change the terms and charges for the Services indicated in this RDC Agreement by notifying me of such change in writing and may amend, modify, add to, or delete from this RDC Agreement from time to time. My use of the Services after receipt of notification of any change by you constitutes my acceptance of the change.

Termination of the Services. I may, by written request, terminate the Services provided for in this RDC Agreement. You may terminate my use of the Services at any time upon written notice. In the event of termination of the Services, I will remain liable for all transactions performed on my Account.

Relationship to Other Disclosures. The information in these Disclosures applies only to the Services described herein. Provisions in other disclosure documents, including but not limited to

the Member Agreement, as may be revised from time to time, remain effective for all other aspects of the Account.

Governing Law. I understand and agree that this RDC and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of California.

Periodic Statement. Any remote deposits made through the Services will be reflected on my monthly account statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Services by no later than 30 days after I receive the monthly periodic statement that includes any transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

Limitations on Frequency and Dollar Amount. I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

Unacceptable Deposits. I understand and agree that I am not permitted to deposit the following items using the Services:

1. Any item drawn on my account or my affiliate's account.
2. Any item that is stamped with a "non-negotiable" watermark.
3. Any item that contains evidence of alteration to the information on the check.
4. Any item issued by a financial institution in a foreign country.
5. Any item that is incomplete.
6. Any item that is "stale dated" or "post dated."
7. Savings Bonds

Changes in Financial Circumstances. I understand and agree that I must inform you immediately in the event a material change in my financial circumstances as or in any of the information provided in my Application including any supporting financial information. If I am using the Service to deposit items into an account in the name of a Business to which I am a party, this includes, but is not limited to, notification of the following: (a) changes in transaction volumes at my business; (b) any change in a representation or statement made or furnished to you by me or on my behalf in my Application; (c) a material change occurs in my ownership or organizational structure (acknowledging that any change in ownership will be deemed material when ownership is closely held); (d) I liquidate or dissolve, or enter into any consolidation merger, partnership, or joint venture; (e) I sell any assets except in the ordinary course of my business as now conducted, or sell, lease, assign or transfer any substantial part of my business or fixed assets or any property or other assets necessary for the continuance of my business as now conducted including, without limitation, the selling of any property or other assets accompanied by the leasing back of the same; (f) I cease doing business, become insolvent, a receiver is appointed for all or any part of my property, I make an assignment for the benefit of

creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws or any other law or laws relating to debtors; (g) any guaranty of my indebtedness to you, whether related or unrelated to the Account or the Services, ceases to be in full force and effect or is declared to be null and void; or the validity or enforceability thereof is contested in a judicial proceeding; or any guarantor denies that it has any further liability under such guaranty; or any guarantor defaults in any provision of any guaranty, or any financial information provided by any guarantor is false or misleading); (h) I or any guarantor dies; if I am a sole proprietorship, the owner dies; if I am a partnership, any general or managing partner dies; if I am a corporation, any principal officer or 10.00% or greater shareholder dies; if I am a limited liability company, any managing member dies; if I am any other form of business entity (any person(s) directly or indirectly controlling ten percent (10.00%) or more of the ownership interests of such entity dies; (i) any creditor tries to take any of my property on or in which you have a lien or security interest, including a garnishment of any of my accounts with you; (j) a judgment or judgments is entered against me or any guarantor(s) in the aggregate amount of \$250 or more that is not satisfied within thirty (30) days *or* stayed pending appeal; (k) an involuntary lien or liens is attached to any of my assets or property and not satisfied within thirty (30) days or stayed pending appeal; (l) an adverse change occurs in my financial condition or applicable credit histories; and (m) I am in default under any agreement for borrowed money or any other material contract. I agree to provide you any financial records you reasonably request to determine my financial status during the term of this Disclosure and Agreement.

Confidentiality. I acknowledge and agree that confidential data relating to your Services, marketing, strategies, business operations and business systems (collectively, "Confidential Information") may come into my possession in connection with this RDC Agreement. I understand and agree that I am prohibited from disclosing and agree to maintain the confidentiality of your Confidential Information.

Waiver. The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship. This RDC Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.