

**SIRS' AML COMPLIANCE SERVICES –
TERMS OF SERVICE**

Last update: July 7, 2018

1. Acceptance of Terms. Securities Industry Records Services, LLC (“SIRS”) welcomes you. SIRS provides the Services (defined below) to you subject to the following Terms of Service (“TOS”), which may be updated by us from time to time without notice to you. By accepting the Services, you accept and agree to be bound by the terms and provision of the TOS.

2. Description of SIRS’ Services. SIRS shall provide you with regulatory compliance services, which may include written policies and procedures; a review (or “test”) of your AML program; and AML training. These services are designed to assist you in your efforts to satisfy applicable regulatory requirements of the Bank Secrecy Act and the USA PATRIOT Act. Descriptions of these services are found below and in Exhibit A which is attached hereto.

2.1. Independent AML Review. SIRS shall review copies of documentation provided by you to SIRS. SIRS shall compare the provided documentation against the requirements of the Bank Secrecy Act (31 U.S.C. 5311, *et seq.*), and the implementing regulations promulgated thereunder by the Department of the Treasury. If you fail to provide all required documentation within 30 days of the execution of the quotation, you will forfeit your right to have SIRS conduct the independent AML review.

2.2. Reliance on Copies Provided by You. In providing these services, SIRS shall rely upon and assumes the accuracy, veracity, and completeness of the documentation you provide. SIRS shall not audit, verify, or warrant the accuracy, veracity, or completeness of this documentation.

3. Compensation and Payment. In consideration for SIRS’ provision of these services, and prior to receiving these services, you shall pay SIRS the amount specified on the signed quotation.

4. Confidential Information. The Parties understand and acknowledge that SIRS (and its respective employees, consultants, and/or subcontractors) may have disclosed to it, in connection with the rendition of the Service and performance of its obligations under the Agreement, confidential and/or proprietary information (“**Confidential Information**”). Confidential Information includes nonpublic personal information (“**NPI**”) of your customers as defined by Title V of the Gramm-Leach-Bliley Act and rules and regulations adopted pursuant thereto and any applicable data protection statutes of the individual states. Confidential Information shall not be used, disclosed or reproduced by SIRS without your consent.

5. Compliance with Laws. Each Party shall, at all times and at its own expense, unless otherwise provided herein, strictly comply with all applicable laws, rules, regulations and governmental orders, now or hereafter in effect, relating to its performance of the Agreement.

6. Term. The Agreement shall be effective as of the date on which a signed copy of the quotation is received by SIRS and shall continue in effect until it is updated by SIRS, or until it is terminated by either Party or both Parties as provided herein.

7. Limitation of Liability and Indemnification. Neither Party, its officers, directors, employees, members, agents or designees, shall be liable for any loss incurred by acts performed (or not performed) by either Party in good faith in the performance of their duties and obligations hereunder and in any event each Party shall be liable only for (i) its failure to comply with the Agreement; (ii) its disclosure of the other Party's Confidential Information in violation of Section 3; or (iii) its failure to perform its obligations hereunder. Each Party agrees to indemnify and hold harmless the other Party and its members, directors, officers, employees, affiliates, subsidiaries, parent companies, agents or designees from and against all costs, damages, judgments, attorney's fees, expenses, obligations and liabilities of every kind and nature which they or any of them may incur, sustain or be required to pay in connection with or arising out of the performance or failure to perform of the indemnifying Party's obligations hereunder (unless such costs, damages, judgments, fees, expenses, obligations or liabilities are incurred in connection with or arise out of the indemnified Party's (i) failure to comply with the Agreement or (ii) willful wrongdoing or gross negligence in the performance of their obligations hereunder). No party to this Agreement shall be liable, whether in contract, tort (including negligence) or otherwise, for any indirect, incidental, or consequential damages (including lost savings, profit, opportunity, or business interruption, even if notified in advance of such possibility) arising out of or pertaining to the subject matter of this Agreement. Notwithstanding any of the foregoing provisions to the contrary, neither Party shall be liable to the other Party for more than 2 times the fee for Services paid or due hereunder.

8. Miscellaneous Provisions.

8.1. Relationship of the Parties. No Party hereto is an agent or representative or independent contractor of the other, and no Party shall be liable for or bound by any representation, act or omission whatsoever of the other Party. The TOS shall in no way be construed to constitute the Parties hereto as partners or joint venturers. This TOS is being entered into solely for the administrative convenience of both Parties. The TOS is not for the benefit of any third party.

8.2. Severability. If any provision, clause or part of the TOS, or the application thereof under certain circumstances is held invalid or unenforceable for any reason, the remainder of the TOS, or the application of such provision, clause, or part under other circumstances shall not be affected thereby.

8.3. No Waiver. No express or implied waiver by any Party of any provision of the TOS or of any breach or default of the other Party shall constitute a continuing waiver, and no waiver by any Party shall prevent such Party from enforcing any and all other provisions of the TOS or from acting upon such other provisions or upon any other or subsequent breach or default by the other Party.

8.4. Complete Terms of Service. The TOS, including the attached Exhibit, is the complete and exclusive statement of the agreement between the Parties and supersedes all prior proposals, undertakings and all other agreements, oral and written, between the Parties relating to the subject matter of the TOS. The TOS may not be modified or altered except by written instrument duly executed by both Parties unless as otherwise provided herein.

8.5. Force Majeure. Any delay or failure by either Party in the performance of the TOS will be excused to the extent that the delay or failure is due to causes or contingencies beyond the reasonable control of such Party.

8.6. Costs and Expenses. Unless otherwise addressed in the TOS and Exhibit, each Party shall bear all fees and expenses required to be paid in connection with the TOS or its performance hereunder.

8.7. Title and Captions. Section titles or captions contained in the TOS are inserted only as a matter of convenience and for reference purposes and in no way define, limit, extend or describe the scope of the TOS or the intent of any provisions thereof.

8.8. Jurisdiction. Subject to 8.9, below, in the event of a dispute between the Parties, each Party hereby consents and agrees to the exclusive jurisdiction of courts of the State of Utah in Salt Lake County, State of Utah to resolve such dispute or to mediation and arbitration as provided below.

8.9. Arbitration Agreement. Other than an action to collect fees due to SIRS under this Agreement, any other dispute in anyway arising out of the Agreement which cannot be resolved through negotiation of the Parties will be resolved through mediation pursuant to the rules of the American Arbitration Association or any other forum or individual mutually agreeable to the Parties. If mediation is unsuccessful or a Party refuses to participate in mediation, then the Parties agree to binding arbitration, as soon as possible, pursuant to the rules of the American Arbitration Association. All mediation and arbitration proceedings shall be conducted in Salt Lake County, State of Utah.

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EXHIBIT A

Service to be performed by SIRS

1. **Review Service:** SIRS shall conduct the Independent AML Review by reviewing copies of documentation provided by you to SIRS and shall compare that documentation with the requirements of the Bank Secrecy Act (31 U.S.C. 5311, *et seq.*), and the implementing regulations promulgated thereunder by the Department of the Treasury.
2. **Provision of Review Report:** After completing the Independent AML Review and after receiving payment from you, SIRS shall provide you with the Review Report.
3. **Provision of Written AML Policies and Procedures:** SIRS shall provide you with a set of written AML policies and procedures ("**AML Compliance Program**"). This AML Compliance Program may be modified and used by you to meet its obligation to establish and implement policies, procedures, and internal controls reasonably designed to achieve compliance with the Bank Secrecy Act and the implementing regulations thereunder.