



MASTER ACCESS LICENSE AGREEMENT

This Master Access Agreement (this “Agreement”), between CertifID LLC, a Michigan Limited Liability Company (“CertifID”) and Client (as defined herein), dated as of the Effective Date (as defined herein), consists of the attached Standard Terms and Conditions (the “Terms & Conditions”) and the statement of work provided below, as well as any additional statements of work signed by the parties (collectively, the “Statement of Work” or “SOW”), and CertifID and Client may sometimes hereafter be referred to individually as a “Party” and collectively as the “Parties.” Any capitalized terms which are not defined in the Statement of Work shall have the meaning specified in the Terms & Conditions. In the event of a conflict between the Statement of Work and the Terms & Conditions, this Statement of Work shall govern.

STATEMENT OF WORK

Client	_____, together with its affiliated entities listed on Exhibit C attached hereto.
Client Address	
Type of Access	Client may access and use the CertifID Platform to better verify the identity and/or bank account credentials of individuals, and to securely share its bank credentials with parties involved in a transaction.
Effective Date	The Effective Date shall be either (i) the date that Client physically signed below on this Statement of Work; or (ii) the date of electronic acknowledgement, agreement and signature to this Statement of Work (including the Standard Terms and Conditions attached).
Initial Term and Renewal	One year commencing on the Effective Date (“Initial Term”) and automatically renewing under the existing terms and conditions on an annual basis (the “Renewal Term”) provided; however, that either party may terminate this Agreement upon thirty (30) days’ written notice to the other party.
Invoice Date	First day of each month.
Billing Period	All fees will be totaled and billed monthly.
Fees	<u>CertifID Request Fees</u> : The Fees set forth on Exhibit B attached hereto shall be charged on all CertifID Requests regardless of whether the request resulted in a CertifID, rejected, expired, canceled or failed attempt to login and confirm the identity and/or bank account credentials of the request recipient. Client will be charged a minimum monthly platform access fee of \$250 which will only be charged to the extent that Client’s CertifID Request Fees do not equal \$250 in any calendar month.

INTENDING TO BE LEGALLY BOUND, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CERTIFID LLC

CLIENT:

By: _____
Thomas W. Cronkright II

By: _____

Title: CEO

Title: _____



STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (the “Terms & Conditions”), together with the Statement of Work to which these Terms & Conditions are attached, constitute the Agreement between CertifiD and Client, dated as of the Effective Date. Any capitalized terms which are not defined in the Terms & Conditions shall have the meaning specified in the Statement of Work. In the event of a conflict between the Statement of Work and these Terms & Conditions, the Statement of Work shall govern.

“Authorized Users” means both Enterprise Users and End Users.

“CertifiD Platform” means a secure application programming interface (Streaming API, REST API or Persistent Query) API Service, web interface, web based platform or such other format as determined solely by CertifiD, or any combination of the above.

“Client’s Interface” means the programming interface, website, software, or platform that Client will use to access the CertifiD Platform.

“Content” means any information or content in whatever form, provided by Client, including Enterprise Users and/or End Users. Content shall not include Verification Responses or other information derived either directly or indirectly by CertifiD and its Third Party Content Providers from such Content.

“End User” means any individual for which identity and information verification is sought by Client, and who accesses the CertifiD Platform under an End User License Agreement as may from time to time be modified or amended by CertifiD.

“End User License Agreement (“EULA”)” shall mean the CertifiD End User License Agreement that may be found at www.certifid.com/legal. To receive a copy via email, send a request to: support@certifid.com.

“Enterprise User” means any employee or agent of Client provided with a unique individual login and who has signed or consented to an End User License Agreement.

“Intellectual Property” means any idea, invention, discovery, improvement, work of authorship, know-how, trade secret, or Confidential Information.

“Intellectual Property Rights” means any patent, trademark, service mark, trade and service names, copyrights, database rights and design rights, trade secrets and other proprietary or intellectual property rights in any Intellectual Property, whether or not patented, patentable, registered, or registerable anywhere in the world.

“License” means the license rights granted by CertifiD to Client in Section 2.

“Personal Information” means any information that individually or in combination does or can identify a specific individual or device or by or from which a specific individual or device may be identified, contacted or located.

“Service” or “Services” means the service provided by CertifiD giving to Client the Verification Responses via the CertifiD Platform, or other transmission or online, web-based data access point pursuant to this Agreement.

“Statement of Work” means the Statement of Work or SOW to which these Terms and Conditions are attached.

“Third Party Content Provider(s)” means any provider of information from which CertifiD obtains, receives or acquires verification related information or any content provider that provides Content to CertifiD for allowing CertifiD to formulate and provide a “CertifiD” or “rejected” identity and information certification.

“Verification Response” means the “CertifiD” or “rejected” answer provided by CertifiD to Client in response a request for verification based on information input by Enterprise Users and/or End Users.

1. Scope, Commencement and Duration. This Agreement commences on the Effective Date specified in the Statement of Work and continues in effect until its expiration or termination as provided in this Agreement.

2. Grant and Acceptance of License. During the term of this Agreement, CertifiD hereby grants to Client, subject to the terms and conditions of this Agreement, a limited, non-exclusive, non-transferable, revocable license for any Enterprise User (each an “Authorized User”) to input Content, including names of individuals requiring verification, and for its own internal purposes (as defined herein at 5.1) to access and use the Service and CertifiD Platform in accordance with the terms of this Agreement to receive Verification Responses. Client may not sell, license, sublicense, lease, rent, loan, lend, transmit, network, publish, or otherwise distribute or transfer the Verification Responses in any manner. Client represents, warrants

and covenants that it will not use the Verification Responses, CertifiD Platform or Service for any purpose or in any manner not authorized by this Agreement or for any unlawful purpose. Client shall not, directly or indirectly, provide any access to the CertifiD Platform, Services, or any Verification Responses to any third party and shall limit use and access solely to Authorized Users.

3. Intellectual Property Rights

3.1 Client acknowledges and agrees that CertifiD, and, if applicable, Third Party Content Provider, hold all right, title and interest and reserve all rights in and to the Verification Responses, Intellectual Property relating to the Service and/or the Content uploaded to the CertifiD Platform, and the Intellectual Property Rights in the Content uploaded to the CertifiD Platform and, if applicable, the format of the Content, the CertifiD Platform, and the Service. Client agrees that the Intellectual Property Rights of CertifiD, its licensors and/or Third Party Content Providers are not transferred, assigned or affected in any way as a result of this Agreement. In the event that CertifiD does not own the Content uploaded by an Authorized User, Client and Authorized User hereby grant CertifiD a nonexclusive, perpetual, royalty free, irrevocable and unlimited license to use such Content in performing the Services, as well as any other business purpose of CertifiD.

3.2 Client shall, at CertifiD’s request and expense, take all reasonable steps (such as execution of written documents or cooperation in litigation) both during and after the term of this Agreement, that in CertifiD’s sole judgment, are prudent and reasonable for the protection and enforcement of the Intellectual Property Rights of CertifiD, its licensors and, if applicable, Third Party Content Providers.

4. Client’s Receipt of Verification Responses

4.1 CertifiD, its agents, licensors and/or its Third Party Content Providers may add or delete information, change what information is needed to obtain a Verification Response, and change what content and information is needed or compared to obtain a Verification Response, change the algorithms or process for obtaining a Verification Response, and/or modify the Services and CertifiD Platform, depending on operational requirements and availability, and to comply with applicable laws and regulations. CertifiD will use commercially reasonable efforts to verify identity, provide accurate Verification Responses and to adjust the Services, and the CertifiD platform and process of verifying identity in response to any false Verification Responses identified or flagged by Client. In the event that CertifiD loses access to information and content from its Third Party Content Providers that is used in the CertifiD Platform and/or Services to provide Verification Responses, CertifiD will also use commercially reasonable efforts to acquire similar content sources. CertifiD shall not be required to provide any advance notice of changes to the process of providing Verification Responses, information required from Client or End User to obtain Verification Responses, or the content or information used from its Third Party Content Providers in providing Verification Responses. CertifiD shall always have the unrestricted right related to the removal of Content from Client or information from its Third Party Content Providers, which CertifiD identifies as illegal or infringing, reasonably believes may be illegal or infringing, or any of the foregoing that are alleged to be illegal or infringing by a third party (“Identified Content”).

4.2 Each Party shall comply with all applicable regulations, conditions or restrictions laid down from time to time by any statute, court order, telecommunications provider and/or regulatory authority in connection with access to, use, storage and transmission of the Content.

5. Client’s Use of the Verification Responses

5.1 For purposes of this Agreement, the expression “internal purposes” means to use the Verification Responses, and the CertifiD Platform strictly for the Client’s own internal use of verifying the identity and/or bank account credentials of an individual to which Client has a business relationship.

5.2 Client may not distribute the Verification Responses to any third party or provide access to any third party of any Verification Responses without prior written consent of CertifiD. Client must enter into a separate data license agreement with CertifiD before distributing or providing access to any element of the Verification Responses or the CertifiD Platform. If Client releases Verification Responses or provides access to the CertifiD Platform to a third party prior to obtaining written confirmation or a separate written license agreement, in addition to all other applicable remedies, Client will be responsible for paying CertifiD all fees that otherwise would have been remitted or owed by the third party directly to CertifiD.



5.3 Client shall not misrepresent the Verification Responses, or the capabilities of the CertifiD Platform or Services or display or distribute the Verification Responses in any way that may create a false or misleading impression as to the origin or value or verification of the identity of any individual; including, without limitation, Client shall not expand or in any way promote the Certificate of Identity Guarantee attached hereto as Exhibit A (“Guarantee”) in a manner that is inconsistent with the exact terms of such Guarantee.

5.4 Client shall not use the Verification Responses, Services and the CertifiD Platform for any illegal purpose, or to test or probe the Services and/or the CertifiD Platform, reverse engineer, disassemble, decompile, adapt or otherwise attempt to derive or gain access to the source code of the Services or the CertifiD Platform, impede or harm in any way the Services or the CertifiD Platform, access or use the Services or the CertifiD Platform for purposes of competitive analysis, the development, provision or use of a competing software service or product, or any other purpose that is to CertifiD’s detriment or commercial disadvantage, or otherwise access or use the Services or CertifiD Platform beyond the scope of the authorization granted under Section 2. Client shall comply with all laws, regulations and rules concerning the use, distribution, display and export of the Verification Responses. Upon becoming aware that the Content includes any false, misrepresentations, illegal or infringing Content, or any false information, or any information that possibly could give a false Verification Response, or that any End User did not match the identity of the person being verified, Client shall promptly inform CertifiD. CertifiD may suspend or terminate receipt or display of Verification Response, and/or access to the Services and/or the CertifiD Platform by any party or person if CertifiD has reason to believe the Client is breaching any applicable law, regulation or rule. Client shall not provide any personal health information covered by HIPAA to CertifiD.

5.5 Client shall immediately notify CertifiD of any attempt by an individual to use a false identity, or to commit fraud by a particular End User. CertifiD is not responsible or liable for any delay or failure of performance caused in whole or in part by Client’s or any Authorized User’s delay in performing or failure to perform any of its obligations under this Agreement.

5.6 Any use or distribution of Collected Content by the Client not specified in this Article 5, or Section 2 is not authorized under this Agreement and requires a separate written agreement with CertifiD.

6. Fees, Billing and Payment. Client shall pay to CertifiD the applicable Fees specified in the Statement of Work. Client shall pay any taxes, fees and similar governmental charges related to the execution or performance of this Agreement, other than taxes on CertifiD’s net income.

7. Representations, Certificate of Identity Guarantee, Warranties and Indemnities/Limitation of Liability

7.1 CertifiD represents, warrants and covenants that it has the right to provide Services to Client via the CertifiD Platform, as applicable, for the purposes specified in this Agreement; has the power and authority to enter into this Agreement and to perform its obligations hereunder; has sufficient skills and experience in providing services similar in scope and complexity to the Services; shall employ industry-standard methods to prevent introduction, through the Services, of computer viruses or malicious code into Client’s software systems; and shall perform all Services in accordance with the service levels and performance metrics set forth in the applicable SOW.

7.2 Any “CertifiD” Certificate of Identity issued by CertifiD shall include and be subject to the Guarantee set forth on Exhibit A attached hereto.

7.3 Neither CertifiD nor its officers, directors, members, employees, agents, consultants or licensors shall be liable for any delay, inaccuracy, error or omission of any kind in Verification Responses or for any resulting loss or damage or for the inability to access or receive the Verification Responses, or access to the CertifiD Platform or Services. In addition, neither CertifiD nor its officers, directors, members, employees, agents, consultants or licensors shall have any liability for losses arising from unauthorized access to Verification Responses or CertifiD Platform, Services or any other misuse of Verification Responses, Services or CertifiD Platform.

7.4 EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED “AS IS” WITHOUT ANY WARRANTIES OF ANY KIND AND ALL OTHER FORMS OF IMPLICIT OR EXPLICIT WARRANTIES ARE HEREBY DISCLAIMED. CLIENT ACCEPTS FULL RESPONSIBILITY FOR THE USEFULNESS OF THE VERIFICATION RESPONSES AS INCORPORATED IN THE WORKFLOW, DECISION MAKING, SERVICE, OR AS USED BY THE CLIENT. CLIENT EXPRESSLY ACKNOWLEDGES THAT IT HAS ITS OWN PROCESS AND PROCEDURE FOR VERIFYING THE IDENTITY OF

INDIVIDUALS AND BANK ACCOUNT CREDENTIALS AND IS USING THE SERVICES AS AN AUGMENTATION OF SUCH PROCESS AND PROCEDURES AND NOT AS A REPLACEMENT. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT IF THE VERIFICATION RESPONSES DO NOT POSITIVELY CONFIRM THE IDENTITY OF AN INDIVIDUAL AND/OR BANK ACCOUNT CREDENTIALS THAT CLIENT MUST CONTINUE TO RELY ON ITS RESEPECTIVE PROCESS AND PROCEDURES BEFORE TAKING ANY ACTION WHICH LED TO THE NEED TO INITIATE A REQUEST FOR THE VERIFICATION RESPONSE.

7.5 Client represents and warrants that it has the authority to enter into and comply with the terms and conditions of this Agreement. Client’s further warrants that it shall comply with all laws, regulations and rules applicable to CertifiD and Client. Client represents and warrants that (i) it is lawfully in possession of any Personal Information it provides CertifiD as part of the content, (ii) it has the proper policies, procedures and security in place to ensure the confidentiality of such Personal Information, and comply with all federal, state and local laws and regulations regarding such Personal Information, (iii) that it keeps all such Personal Information confidential and has entered into agreements with Enterprise Users requiring them to ensure the confidentiality of such Personal Information; and (iv) it has an information security management system (ISMS) in place that covers confidential and non-confidential information and applies with applicable federal, state and local laws and regulations.

7.6 Client shall indemnify CertifiD, its officers, directors, members, employees, agents, consultants and licensors against all losses, claims, damages, expenses or costs (including reasonable attorneys’ fees) which CertifiD has incurred or paid to any third party arising from (a) improper, unlawful, or unauthorized access to or use of the Services, CertifiD Platform and/or Verification Responses by Client, except where the losses or claims arise from willful misconduct on the part of CertifiD or its officers; and (b) any breach of any of the representations, warranties, agreements or covenants under this Agreement by Client. CertifiD shall promptly notify Client in writing of any such losses, claims, damages, expenses or costs and Client shall have sole control of the settlement and defense of any action to which this indemnity relates. CertifiD shall cooperate reasonably with Client to facilitate any such defense.

7.7 **TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL CERTIFID BE LIABLE TO CLIENT, END USERS OR TO OTHERS DIRECTLY OR INDIRECTLY MAKING USE OF ANY INFORMATION, VERIFICATION RESPONSES, SERVICES, AND THE CERTIFID PLATFORM, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OR LOST DATA, ARISING UNDER THIS AGREEMENT, EVEN IF CERTIFID HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND EVEN IF DUE TO CERTIFID’S ERROR, OMISSION, OR NEGLIGENCE.**

7.8 EXCEPT AS SPECIFICALLY SET FORTH IN THE GUARANTEE SET FORTH ON EXHIBIT A ATTACHED HERETO, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL CERTIFID’S AGGREGATE LIABILITY HEREUNDER FROM ANY AND ALL CAUSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY OR OTHERWISE) EXCEED THE FEES PAID FOR THE PROCEEDING THREE MONTHS TO CERTIFID BY CLIENT HEREUNDER. THIS LIMITATION SHALL SURVIVE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES THAT MAY BE PROVIDED IN THIS AGREEMENT. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT AND THAT CERTIFID WOULD NOT BE ABLE TO PROVIDE THE VERIFICATION RESPONSES TO CLIENT AT THE PRICES SET FORTH HEREIN WITHOUT SUCH LIMITATIONS. ANY CLAIM BROUGHT BY CLIENT UNDER THE CERTIFICATE OF IDENTITY GUARANTEE ATTACHED HERETO AS EXHIBIT A MUST BE MADE WITHIN A TIME PERIOD EQUAL TO THE LESSER OF: (I) FORTY-EIGHT (48) HOURS OF THE TIME WHEN CLIENT KNEW OR REASONABLY SHOULD HAVE KNOWN ABOUT A LOSS OR BREACH OF THIS AGREEMENT; OR (II) SEVENTY-TWO (72) HOURS (OR NINETY-SIX (96) HOURS IF THE UNITED STATES FEDERAL RESERVE IS CLOSED FOR MORE THAN TWO CONSECUTIVE CALENDAR DAYS) FROM THE



CERTIFID

INITIATION OF A WIRE TRANSFER OF FUNDS RESULTING IN A LOSS TO CLIENT

7.9 In the event of any claim that any Verification Response, the CertifID Platform or CertifID's Services hereunder infringe the Intellectual Property or Intellectual Property Rights of any third party, CertifID shall (i) undertake to obtain the right for Client to continue using such Verification Responses or for CertifID to continue such Services, as applicable; (ii) replace such Verification Response, CertifID Platform, or Services with substantially the same functionality and efficiency, or (iii) if neither (i) nor (ii) are commercially reasonably possible in CertifID's sole discretion, refund any fees and expenses paid to CertifID by Client with respect to such Verification Response or Services.

8. Confidentiality

8.1 Each Party acknowledges that information of a confidential nature relating to the business of the other ("Confidential Information") may be disclosed to it under this Agreement. Content, the CertifID Platform and Verification Responses, as well as any documentation or materials provided regarding the Services and/or CertifID Platform shall be considered Confidential Information. Each Party undertakes to hold such Confidential Information in strict confidence and not, without the consent of the other, disclose it to any third party nor use it for any purpose other than in the performance of this Agreement. Confidential Information does not include information that: (a) at the time of disclosure is already publicly available, (b) is already known to the receiving Party prior to disclosure by the disclosing Party, (c) after disclosure becomes publicly available through no fault of the receiving Party, (d) is or becomes rightfully known to either Party without restriction from another source, (e) is developed independently by the receiving Party without use of the disclosing Party's Confidential Information; and (f) is required to be disclosed by order of legal or regulatory authorities, provided that the receiving Party provides reasonable notice to the disclosing Party of such required disclosure and reasonably cooperates with the disclosing Party in limiting such disclosure.

8.2 Upon termination of this Agreement each Party will, within thirty (30) days, return or permanently destroy all electronic, paper or other copies of such Confidential Information of the other Party. Each Party will cause each of its agents or employees who have access to the Confidential Information of the other Party to comply with the restrictions of confidentiality and non-use of this Agreement. Each Party acknowledges and agrees that a breach of its commitments herein will or may result in damage to the other Party that is irreparable in nature and is not susceptible to monetary determination and that, accordingly, in the event of any such breach, the non-breaching Party will have the right, in addition to all other rights and remedies permitted under applicable law, to seek and secure compliance by the breaching Party with such commitments through the order for injunctive relief by a court of competent jurisdiction.

9. Term and Termination

9.1 This Agreement shall commence on the Effective Date and shall continue hereafter for an Initial Term and any Renewal Terms as specified in the Statement of Work or Section 9.3 below, or until terminated in accordance with Sections 9.2 and 9.3 below.

9.2 This Agreement may be terminated immediately or on the date specified in written notice by the Party not at fault if the other Party commits any material breach of the terms or conditions of this Agreement and fails to remedy such breach (insofar as such breach is capable of remedy) within thirty (30) days after receiving written notice of such breach from the Party not at fault. Without limiting the foregoing, Client shall be deemed to have committed a material breach not capable of cure in the event of: (a) any misrepresentation of Verification Responses; (b) failure to pay any fees in accordance with this Agreement; or (c) failure to prevent or identify and immediately end unauthorized distribution of Verification Responses.

9.3 On or following the effective date of termination, CertifID will have the right to terminate all access of Client to the CertifID Platform and the Verification Responses and Client will have no further right to access the CertifID Platform. Termination will not affect the rights and obligations of CertifID and Client with respect to the access of Client to the CertifID

Platform prior to the effective date of termination, including, without limitation, the obligation of Client to pay the Fees to CertifID for such access, in addition to CertifID's cost of collection (including reasonable attorney fees, costs and expenses incurred by CertifID) or any other clauses that by their nature, would survive termination.

10. Miscellaneous

10.1 Except as otherwise provided in this Agreement, no modification of the Terms and Conditions of this Agreement shall be effective unless expressly agreed to in writing by both Parties.

10.2 This Agreement may not be assigned without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, CertifID may assign or transfer this Agreement, without Client's consent, to its Affiliates, and either Party may assign this Agreement and its rights and obligations hereunder in connection with a merger, consolidation or similar transaction or a sale or other transfer of all or substantially all of the assets of the company.

10.3 Neither Party shall be liable for any delay or failure to meet its obligations (other than a payment obligation) under the Agreement due to any cause outside its reasonable control and which is neither an intentional act nor an act of gross negligence by either Party.

10.4 If any part, term or provision of this Agreement is held illegal, invalid or unenforceable, the validity or enforceability of the remainder of the Agreement shall not be affected.

10.5 All notices required or permitted under this Agreement shall be executed in writing or via such electronic means as are agreed between the Parties to constitute written notices and shall be sent to the address appearing on the face of this Agreement or such other address as the receiving Party may from time to time designate.

10.7 The failure of either Party at any time to enforce any provision of the Agreement shall not affect its right thereafter to require complete performance by the other Party.

10.8 This Agreement, including the Statement of Work and all Schedules and Exhibits attached hereto, is the complete and exclusive statement of the agreement between the Parties and supersedes all prior agreements, oral or written, and all other communications between the Parties concerning the subject matter of this Agreement. Each Party acknowledges that no reliance is placed on any representation not embodied in this Agreement. Any item not specifically included herein or within the SOW, or any item that is explicitly excluded from the Services in the SOW is not covered under this Agreement.

10.9 This Agreement (and all Exhibits, Schedules, Amendments and Statements of Work thereto) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10.11 Client understands and agrees that CertifID obtains the information required to provide the Services and Verification Responses from a variety of sources, including Third Party Content Providers and that CertifID does not review information provided by such Third Party Content Providers before providing or making the Verification Responses available to Client.

10.12 Headings in this Agreement are for convenience only and do not form a part of the Agreement and do not in any way modify, interpret, limit or construe the intentions of the Parties.

10.13 The provisions of Clauses 3.1-3.2, 5.2-5.4, 7.3-7.9, 7.6-7.8, 8.1-8.2, 9.3 and 10.14 shall survive termination of the Agreement.

10.14 This Agreement shall be interpreted and enforced in accordance with the laws of the State of Michigan and the federal laws of the United States, notwithstanding any conflicts of laws principles. Any action brought to enforce the terms of this Agreement shall be brought in the state or federal courts located in Kent County, Michigan.

10.15 CertifID is an independent contractor and not an employee, agent, joint venture, or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and either CertifID or any employee or agent of CertifID.



EXHIBIT A
CERTIFICATE OF IDENTITY GUARANTEE

If you become a victim of fraud after relying on an “Approved” or “CertifID” request issued by CertifID, CertifID shall reimburse up to \$1,000,000 of your loss per "Approved" or “CertifID” Request **. This Certificate of Identity Guarantee (the “Guarantee”) is conditioned upon and subject to the policy of terms, conditions and exclusions that are available upon request. Here’s a summary of the Guarantee:

Our Guarantee Covers:

- Your actual loss sustained up to \$1,000,000 if:
 - (a) You use CertifID to confirm the identity and bank account credentials of a party in a real estate transaction located in the United States (a “Request”);
 - (b) CertifID “Approves” the Request; Neither You, nor any party submitting the claim for Loss (as defined below) on behalf of You has committed fraud or misrepresentation with respect to any of the terms or conditions of the Agreement; otherwise, the Agreement is void with respect to the certificate of identity for which the claim for Loss is submitted;
 - (c) You followed the information included in the “Approved” Request to send funds electronically; and
 - (d) You suffered a direct financial loss (a “Loss”) because the identity of the individual that you confirmed in the “Approved” Request was not correct.

Our Guarantee Does NOT Cover:

- Any loss to the extent attributable to a commercial transaction between Client and a third party, (“Transaction”) which Transaction has the following attributes:
 - (a) is a Transaction involving foreign citizens or entities;
 - (b) is a Transaction with an individual under the age of 18 or with impaired mental capacity;
 - (c) is an illegal Transaction or a Transaction that by its nature is unenforceable; or
 - (d) is a Transactions involving related parties either through family, marriage, entity affiliation or control.

Other Conditions that Apply to the Guarantee:

- Your ability to collect on the Guarantee is also subject to the following:
 - (a) You have timely paid all fees that are due to CertifID that are associated with the claim for coverage of the Guarantee;
 - (b) You have written documentation surrounding the real estate transaction that relates to the Request giving rise to a loss;
 - (c) You received bank account information from a source that you reasonably believed to be trustworthy;
 - (d) You were provided false or fraudulent information or were actually manipulated into performing an act directly relating to the Approved Request giving rise to a loss;
 - (e) You accurately report the loss in a period of time equal to the lesser of: (i) forty-eight (48) hours from the time when you knew or reasonably should have known about the loss; or (ii) seventy-two (72) hours (or ninety-six (96) hours if the United States Federal Reserve is closed for more than two consecutive calendar days) from the initiation of the transfer of funds giving rise to the loss;
 - (f) You have commenced efforts to recover the loss;
 - (g) You assign all rights to CertifID that would benefit CertifID in its efforts to collect against the loss;
 - (h) Neither you nor any party submitting the claim for loss on behalf of you has committed fraud or misrepresentation with respect to any of the terms or conditions of this Agreement; otherwise, this Guarantee is void with respect to the claim for loss is submitted;
 - (i) You do not engage in Adverse Selection. “Adverse Selection” includes initiating Request(s) on selected individuals that may carry a higher degree of fraud or identity verification risk than the average individual customer you regularly transact business with;
 - (j) Your information security management (ISMS) policies, procedures and guidelines are up to date and available upon request.

** Certificate of Identity Guarantee benefits only apply to funds that are transferred electronically in connection with a real estate transaction located in the United States. Under the Certificate of Identity Guarantee, CertifID will reimburse up to \$1,000,000 of loss per "Approved" or “CertifID” Request, if the information on the “Approved” request was followed. The Guarantee is subject to all terms and conditions set forth in the insurance policy between CertifID and Hallmark Specialty Insurance Company (the “Policy”) as well as the specifics of any individual Claim submitted. The Guarantee set forth on this Exhibit A is a fair representation of the coverage provided in the Policy. A copy of all terms, conditions and exclusions of the Policy are available upon request. Please contact us at: support@certifid.com to request a copy.

WHEN COMPLETED, RETURN TO: SUPPORT@CERTIFID.COM



**EXHIBIT B
CERTIFID REQUEST FEES**

Request Type	Requests Per Month	Price Per Request
“Send Wiring Information” to buyers or others before funds are wired to you	Unlimited	\$4.95
“Confirm Wiring Information” of sellers or others before you wire funds to them	0-25	\$9.95
	26-100	\$8.95
	101-250	\$7.95
	251-500	\$6.95
	501-1000	\$5.95
	1000+	\$4.95*

*Pricing tiers for “Confirm Wiring Information” Requests are calculated based on the aggregated number of Requests sent in a monthly period. For example, if you send 550 “Confirming Wiring Information” requests in a month, all 550 will be billed at a rate of \$5.95.



**EXHIBIT C
AFFILIATED ENTITIES**