



BANK AUTHORIZATION

The undersigned depositor (Client) hereby requests and authorizes the below named Bank(s) to honor debits originated by and payable to Tesseon. In consideration of Bank's compliance with this authorization, Client agrees that Bank's treatment of any charge, and Bank's rights with respect thereto, shall be the same as if the charge were initiated personally by Client, and that if any charge is dishonored, whether with or without cause, Bank shall be under no liability whatsoever. In addition, Client authorizes Tesseon to credit the Corporate Demand Deposit Account ("DDA") when necessary, at Tesseon's sole discretion, for any refund or credit due to Client. Client represents that it is not operating business within the cannabis industry.

ACH DEBIT BLOCKS AND FILTERS: If Client has an ACH debit block or filter on any bank account from which Tesseon will impound funds for fees or any related service, Client will need to have filters setup at the Bank to allow for the impounds to post. The payroll services that could attempt to debit the account above may include any or all the services listed below. Please share this information with the relationship manager/banker at the Bank. Having the filters set up prior to the first payroll processing will prevent the payroll impounds from being rejected as unauthorized. Debits that fail to post for any reason including Insufficient funds or debit block are subject to additional fees as published at <https://www.tesseon.com/miscellaneous-fees/>.

Billing - 15002268

All actions utilizing electronic funds transfers ("EFTs") shall be provided in accordance with the operating rules of National Automated Clearing House Association ("NACHA") and Office of Foreign Assets Control ("OFAC"). Client will not provide funding sourced from a non-U.S. bank account, nor shall Client's funding cause any employee direct deposit of wages to be subject to NACHA's International ACH Transactions rules ("IAT"). If Client's funding method results in any employee direct deposit of wages being subject to IAT, then Client must change the payment method to live check prior to processing any payroll. Client accepts and acknowledges that Tesseon has no way to identify which fundings or payments would cause it to become subject to IAT. Client shall immediately notify Tesseon if its payroll becomes subject to IAT. Client certifies and warrants that it has not been suspended and does not appear on a national list of suspended originators, and that Client will immediately notify Tesseon if it becomes suspended or subsequently appears on any such list. Notwithstanding anything to the contrary, Client, and not Tesseon, shall be considered the originator in connection with any EFTs made by Tesseon for or on behalf of Client ("Originator") (including, without limitation, any direct deposit payments) under all applicable NACHA and OFAC rules. As the Originator, (i) Client authorizes Tesseon and Originating Depository Financial Institution ("ODFI") to originate ACH debits and credits to Client's accounts, Client's employees' accounts, and third party accounts authorized by Client on Client's behalf; (ii) Client agrees to be bound by the NACHA rules; (iii) Client agrees to not originate ACH debits and credits that violate the laws of the United States; (iv) Client agrees that if Client breaches the NACHA rules, the ODFI and Tesseon have the right to immediately terminate or suspend the Client's ability to originate entries in a manner that permits the ODFI and Tesseon to comply with the NACHA rules; (v) Client grants the ODFI and Tesseon the right to audit Client's compliance with the NACHA rules; and (vi) Client, and not Tesseon, shall be solely liable to the bank with respect to any representations or other obligations or liabilities whatsoever relating to any such EFTs. Tesseon and Client each agree to comply with the NACHA rules applicable to it. If utilizing direct deposit services, Client agrees to its responsibilities under the NACHA rules to (i) obtain verbal or written authorization from the employee when setting up direct deposits; (ii) keep any authorization forms and voided checks stored in a secure manner for the required two (2) years from the termination or revocation of the direct deposit authorization; and (iii) provide a copy of any written authorization forms to employees.

Billing Contact Name: _____

Billing Contact Phone: _____

Billing Contact Email: _____

Billing Address: _____

Bank Name: _____

Routing Number: _____

Corporate Account Number: _____

Client Legal Name: _____

FEIN: _____

Signature: _____

Name: _____

Title: _____

Date: _____

PLEASE RETURN THIS FORM WITH A VOIDED CHECK

Signatory on this form must be an authorized signer on the accounts listed above