



## GENERAL TERMS & CONDITIONS

### 1. SCOPE AND AGREEMENT STRUCTURE

1.1 These GENERAL TERMS & CONDITIONS (this "Agreement") represents the terms and conditions pursuant to which Harland Clarke will produce products and perform services to and on behalf of Client pursuant to project work orders, statements of work, or any other writings entered into between the parties which reference this Agreement (collectively, "Schedules"), and Client will compensate Harland Clarke for such products and services.

1.2 Each Schedule will either be: (i) a separate document signed by Harland Clarke and Client that references this Agreement or (ii) a purchasing document mutually agreed upon that references either this Agreement or a Schedule.

1.3 If a provision in a Schedule conflicts with a provision in this Agreement, the provision of the Schedule will prevail for purposes of that sole Schedule and the subject matter thereof.

### 2. TERM

This Agreement will commence as of the Effective Date and will continue in effect until superseded or otherwise terminated by agreement of the parties. Should this Agreement terminate prior to the scheduled expiration or termination of a Schedule, the applicable terms and conditions of this Agreement shall remain in full force and effect until such Schedule expires. Each Schedule is terminable solely by its own terms. Termination of any one Schedule will not result in termination of any other Schedule hereunder.

### 3. INVOICING AND PAYMENT

3.1 Invoices are due and payable by Client within 30 days of invoice date. Past due amounts accrue an interest charge of 1.5% per month (or the maximum allowed by law) until paid. Harland Clarke may withhold payment, hold an order, or apply any amounts due Client until such time that all amounts owed Harland Clarke are current. Unless otherwise stated in a Schedule, title to and risk of loss for orders fulfilled hereunder will pass upon submission of the order to the carrier for shipment. In the event of loss while the order is in the possession of the carrier, Harland Clarke agrees to exercise its claim rights against the carrier on behalf of the Client.

3.2 Pricing set forth in each Schedule is subject to change. Client is responsible for postage, shipping, handling (collectively "Delivery"), non-standard services requested by Client, and all applicable fees and taxes. Harland Clarke reserves the right to implement fees for services or other activities that it may provide to or perform on behalf of Client from time to time during the term of the Agreement and associated Schedules.

### 4. INDEMNIFICATION / LIMITATION OF LIABILITY / WARRANTIES

4.1 Each party shall indemnify and hold harmless the other party, its representatives, successors and assigns, against all third-party losses, claims, damages, costs and expenses including reasonable attorneys' fees caused by: (i) the breach by either party of the confidentiality provisions set forth in this Agreement; (ii) the gross negligence or willful misconduct of its employees or authorized representatives; or (iii) the use of any intellectual property of a third party provided to the indemnified party by the indemnifying party.

4.2 Notwithstanding any other provision hereof, except as provided for in Section 6.2, neither Harland Clarke nor Client or any of their officers, directors, or employees shall be liable to the other for any indirect special, incidental, punitive, or consequential damages in connection with this Agreement.

4.3 In no event will either party's total liability under this Agreement exceed fees paid by Client to Harland Clarke during the previous 12 month

period. In regard to products or services that may be at issue, Harland Clarke's total liability relating to this Agreement will in no event exceed the fees it receives with respect to those products or services. Harland Clarke's sole liability, and Client's exclusive remedy, for any incorrect or defective order shall be limited to re-performing or replacing orders, placed by or on behalf of Client, at no charge (excluding tax and Delivery). Notwithstanding the foregoing, Harland Clarke's liability, if any, for items lost, stolen or unlawfully used by a third party will be limited to the replacement of such items.

4.4 Client Warranty. Client represents and warrants that (i) all artwork, photographs, designs, logos and negatives furnished by Client to Harland Clarke (hereinafter "Client's Artwork") is owned or licensed by Client and Harland Clarke's use of Client's Artwork will not infringe on the rights of any third party, and (ii) any data provided by or on behalf of Client is free from material errors and will be adjusted based upon Client's internal "opt out" or "opt in" processes for providing such information to its service providers.

4.5 EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### 5. CONFIDENTIALITY / PRIVACY / SECURITY

5.1 Neither party shall disclose any proprietary or confidential information provided under this Agreement ("Confidential Information") to any third party, other than those representatives, agents, service providers and employees who reasonably need to know such information in order for the party to perform its obligations hereunder.

5.2 Confidential Information does not include information which: (i) was or becomes generally available to the public (by no fault of the receiving party); (ii) was or becomes available to the receiving party on a non-confidential basis from a third party that is not obligated to keep such information confidential; (iii) was within the receiving party's possession prior to its being furnished by the disclosing party; (iv) is de-identified or aggregated from anonymized data; or (v) the receiving party develops without reference to or use of the disclosing party's Confidential Information.

5.3 Harland Clarke has adopted and maintains policies and procedures to safeguard and maintain the confidentiality of all nonpublic personal information (as defined under the Gramm-Leach-Bliley Act, hereinafter "NPI") made available to Harland Clarke under this Agreement, and shall maintain an information security program with administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of NPI; (ii) protect against any anticipated threats or hazards to the security or integrity of NPI; and (iii) protect against unauthorized access to or use of NPI that could result in substantial harm or inconvenience to Client or its customers.

5.4 Harland Clarke will not (i) sell Personal Information ("PI" or similar term as defined under consumer data privacy laws); (ii) retain, use or disclose PI (including NPI) except to perform the specific purposes for which such information is provided to Harland Clarke or as is otherwise permitted or required by applicable law; or (iii) retain, use or disclose PI outside of the direct business relationship between the parties.

5.5 If Harland Clarke becomes aware of any security incident that is reasonably likely to result in unauthorized access to Client's NPI, Harland Clarke will promptly: (i) notify Client of any such incident (subject to any delay requested by an appropriate law enforcement agency) to enable Client to expeditiously implement its response program; and (ii) take appropriate actions to address and remediate such incident.

5.6 Harland Clarke will maintain appropriate policies and procedures: (i) to detect relevant "Red Flags" (pursuant to Section 114 of the Fair and Accurate Credit Transactions Act of 2003 ("FACTA"), 12 CFR part 334) that may arise in the performance of its activities; (ii) to prevent and mitigate identity theft with respect to any such Red Flag; (iii) to notify Client of the detection of any such Red Flag; and (iv) that are periodically updated to reflect changes in circumstances or FACTA requirements.

5.7 Each party will return or destroy the other party's Confidential Information (including NPI) upon request as permitted or required by applicable law. The database containing Client's customers' order history (if applicable) will be returned to Client upon written request in a standard format at the industry standard charge.

5.8 Upon no less than 10 business days prior written notice, once per calendar year Client may conduct an onsite review of Harland Clarke's information security policies, facilities and pertinent records, including Harland Clarke's annual SOC 2 (which Harland Clarke may provide to Client upon request).

## 6. DEFAULTS AND REMEDIES

6.1 If a party is in material breach of this Agreement and has not cured such breach within 30 days after receiving written notice from the non-breaching party, the non-breaching party may terminate this Agreement. If a breach cannot be reasonably cured within 30 days, the breaching party will promptly provide the non-breaching party a reasonable time period for curing such breach. If the breach remains uncured following such time period, the non-breaching party may terminate this Agreement.

6.2 Notwithstanding anything in this Agreement to the contrary, if this Agreement is terminated by Client without cause or by Harland Clarke for cause, then in addition to other remedies available at law, Client shall provide Harland Clarke with a pro rata reimbursement of any unearned unamortized cash payments, incentives, and/or allowances, and any remaining incentive payments will be nullified.

## 7. MISCELLANEOUS

7.1 Acquisition. This Agreement will apply to each of Client's routing numbers, branches and affiliates, and shall extend to and be binding on Client's permitted assignees and any entity that acquires, is acquired by, or merges into Client. Client shall provide Harland Clarke with notice of any pending acquisition as soon as permissible. Except in the case of a merger or acquisition of a party, neither party shall assign the Agreement without the prior written consent of the other.

7.2 Notices. All required notices shall be in writing and shall be delivered by: (i) electronic mail; (ii) certified mail (return receipt requested); or (iii) a nationally recognized receipted delivery service, addressed as indicated below, except for notices given pursuant to Section 6.1, which shall be

given using methods (ii) and (iii) only. Notice shall be deemed given on the day such notice is received.

If to Client:  
To the address and email indicated in  
the applicable purchasing document

If to Harland Clarke:  
15955 La Cantera Parkway  
San Antonio, Texas 78256  
Attention: Legal Department  
Email address:  
Legalnotices@harlandclarke.com

7.3 Licensed Work. The parties acknowledge that some of the products use licensed artwork and images and, notwithstanding anything in this Agreement to the contrary, such products shall be provided by Harland Clarke and utilized by Client in a manner that complies with any restrictions required by the licensor of such artwork or images, provided such restrictions are communicated to Client.

7.4 Disputes. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and, following escalation of the dispute to officers of each party, the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within 60 days administered under the Judicial Arbitration and Mediation Services, Inc. ("JAMS") before resorting to litigation. In the event that parties are unable to agree on a mediator, a mediator shall be appointed by the JAMS. The fees and expenses of the mediator or JAMS will be shared equally by the parties and each party will otherwise be responsible for its own costs in participating in the mediation.

7.5 Law; Validity; Waiver; Survival. The terms and conditions shall be governed by the laws of the State of Delaware. If a provision of the Agreement is held invalid or unenforceable, the validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. A party's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision and will not prevent such party from enforcing that provision or any other provision of this Agreement in the future. The provisions of this Agreement, which by their nature are intended to survive, shall survive completion, expiration, rescission or termination of this Agreement.

7.6 Force Majeure. Neither party shall be deemed in breach of this Agreement for fulfilling an obligation hereunder if such failure is caused by an event beyond such party's reasonable control (a "Force Majeure Condition"), for so long as the Force Majeure Condition continues to affect such party's ability to perform hereunder.

7.7 Entire Agreement. This Agreement, together with all amendments and schedules hereto, constitutes the entire agreement between Harland Clarke and Client on this subject, and may be executed in one or more counterparts. This Agreement may be modified only in a writing signed by both parties.