

AMENDMENT TO SERVICES AGREEMENT

THIS AMENDMENT (this “Amendment”) to the Services Agreement, is dated as of **January 31, 2021** (“Amendment Effective Date”), and is entered into by and between BMTX, Inc., a wholly owned subsidiary of BM Technologies, Inc., a Pennsylvania corporation located at 201 King of Prussia Road Suite 350, Radnor, PA 19087 (hereinafter “BM Technologies”) and **Yosemite Community College District** (the “Institution”).

RECITALS:

WHEREAS, BM Technologies and the Institution are parties to that certain Services Agreement, dated as of **May 9, 2011** (the “Agreement”); and

WHEREAS, the parties desire to amend Section 2 of the Agreement; and

WHEREAS, the parties desire to amend Section 12.2 of Exhibit B (“Terms and Conditions”) to the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BM Technologies and the Institution hereby agree as follows:

AMENDMENT DETAIL

1. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

2.1 BM Technologies Marketing

BM Technologies shall have the limited right and license, for the purpose of fulfilling all of the Services, to use the current and future respective name, trademarks, service marks, copyrights and logos of the Institution.

BM Technologies will develop and distribute information marketing the Services to Users. The Institution agrees to only use BM Technologies approved marketing materials using Institution marks and postings on the Institution’s website concerning the Services. The Institution further agrees to not create, re-create, alter, amend, or adjust BM Technologies approved marketing materials. The Institution will allow BM Technologies to include marketing materials in appropriate Institution mailings as permitted by the Title IV Regulations. Additionally, the Institution must provide BM Technologies a means of contacting all Users electronically to administer the Services.

2.2 Institution Marketing

The Institution will inform Users about the refund disbursement services using educational materials available through BM Technologies’ Self Service Online Storefront, at service launch and the start of new academic terms. It is also expected that the Institution will include the materials in the admissions, financial aid and acceptance process and inform the refund disbursement services at new student orientations, parent orientations, student government organizations and other activities. The Institution is expected to review and update the materials on their properties on an ongoing basis to ensure the most recent materials are being used in compliance with federal regulations.

The Institution is expected to provide continuing education of the refund disbursement services to students and staff using only the materials provided by BM Technologies. It is also expected that the Institution will promote and provide program education on the institution web site as well as other available digital means such as emails and text messaging.

2. Section 12.2 of Exhibit B ("Terms and Conditions") to the Agreement is hereby deleted in its entirety and replaced with the following:

12.2 Termination for Cause. If either party fails to perform any of its material obligations under this Agreement (including failure to pay any amounts when due or Institution's failure to abide by Section 2.1) and does not cure such failures within ninety (90) days (or such other time period as may be provided hereunder) after being given written notice specifying the nature of the failure, then the non-defaulting party may, by giving written notice to the other party, terminate this Agreement as of the date specified in such notice of termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated immediately for cause at any time by written notice given by either party upon any final determination by any court that this Agreement or any material aspect of the activities to be conducted hereunder is illegal as a matter of law where the parties cannot in good faith negotiate an amendment to the Agreement or such activities to bring it or them into compliance after 120 days of such final determination. Notwithstanding the foregoing, in the event that a change in Government Rules, or a change in the interpretation of such Government Rules, results in BM Technologies no longer being able to offer the Services in a commercially reasonable manner as determined by BM Technologies, BM Technologies shall have the right to terminate this Agreement without penalty upon 120 days notice to the Institution.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event the terms of the Amendment conflict with the terms of the Agreement, the terms of this Amendment shall govern. For the avoidance of doubt, capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, the Institution and BM Technologies have caused this Amendment to be executed as of the Amendment Effective Date.

BM TECHNOLOGIES

INSTITUTION : Yosemite Community College District

By: 

By: 

Name: Andrew Crawford

Name: Henry C.V. Yong

Title: CCO

Title: Chancellor

Date: 1/31/2021

Date: 02/11/2021

AMENDMENT TO SERVICES AGREEMENT

THIS AMENDMENT (this "Amendment") to the Services Agreement, is dated as of **March 2, 2020** ("Amendment Effective Date"), and is entered into by and between BankMobile Technologies, Inc, a wholly owned subsidiary of Customers Bank, a Pennsylvania corporation located at 1015 Penn Avenue, Suite 103, Wyomissing, PA 19610 (hereinafter "BankMobile") and **Yosemite Community College District** (the "Institution").

RECITALS:

WHEREAS, BankMobile and the Institution are parties to that certain Services Agreement, dated as of **May 9, 2011** (the "Agreement"); and

WHEREAS, the parties desire to amend Section 2 of the Agreement; and

WHEREAS, the parties desire to amend Section 12.2 of Exhibit B ("Terms and Conditions") to the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BankMobile and the Institution hereby agree as follows:

AMENDMENT DETAIL

1. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

2.1 BankMobile Marketing

BankMobile shall have the limited right and license, for the purpose of fulfilling all of the Services, to use the current and future respective name, trademarks, service marks, copyrights and logos of the Institution. Specifically, the Institution gives permission to BankMobile and its check printing vendor to use the Institution name and the Institution logos for the purpose of check printing. This and any similar permission is granted royalty-free and may be used exclusively by BankMobile and its affiliates for Customers Bank Accounts and the Debit Card.

BankMobile will develop and distribute information marketing the Services to Users. The Institution agrees to only use BankMobile approved marketing materials using Institution marks and postings on the Institution's website concerning the Services. The Institution further agrees to not create, re-create, alter, amend, or adjust BankMobile approved marketing materials. The Institution will allow BankMobile to include marketing materials in appropriate Institution mailings as permitted by the Title IV Regulations. Additionally, the Institution must provide BankMobile a means of contacting all Users electronically to administer the Services.

2.2 Institution Marketing

The Institution will inform Users about the refund disbursement services using educational materials available through BankMobile's Self Service Online Storefront, at service launch and the start of new academic terms. It is also expected that the Institution will include the materials in the admissions, financial aid and acceptance process and inform the refund disbursement services at new student orientations, parent orientations, student government organizations and other activities. The Institution is expected to review and update the materials on their properties on an ongoing basis to ensure the most recent materials are being used in compliance with federal regulations.

The Institution is expected to provide continuing education of the refund disbursement services to students and staff using only the materials provided by BankMobile. It is also expected that the Institution will promote and provide program education on the institution web site as well as other available digital means such as emails and text messaging.

To view this email as a web page, go [here](#).

BankMobile, a division of Customers Bank, is dedicated to working with our campus partners to make the refund process straightforward, simple and consistent for all students. In collaboration with you, one aspect of fulfilling this goal is to ensure that all information provided to students (and parents) is up-to-date, accurate and compliant with all banking and Department of Education regulations.

In response to guidance from our regulators, BankMobile recently established a new policy that states that BankMobile is 100% responsible for creating the materials (brochures, posters, emails, etc.) and online resources (web pages) used by your students, and is responsible for managing all of the verbiage within.

We ask that you, our partners, use only materials provided directly by BankMobile when sharing information and education regarding BankMobile with your campus community and that you refrain from creating your own content. We admire your desire to optimize program performance by doing everything you can to encourage preference selection and educate students on their choices, however, incorrect information about the disbursement process and the optional BankMobile Vibe checking account could have negative implications for both BankMobile and your institution.

In order to help provide you with everything you need, BankMobile has the following resources available:

Social Media Content: Educate your campus community through our [social media posts](#) created for Facebook, Instagram and Twitter. Posts include information about selecting a refund preference, BankMobile Vibe, mobile alerts and more. Use these fast, effective bursts of information where students spend much of their time! To get started, simply copy the text and images from this page and post to your social media sites.

Educational Materials: Download and distribute electronic and print materials via our [online storefront](#) that help educate students about their choices and the BankMobile process. Resources include emails, brochures, handouts and posters. Please share these with offices across campus such as Orientation, Student Affairs, Financial Aid and the Bursars Office so they are equipped to handle student questions.

Website: Please remove any information pertaining to BankMobile from your website and link to bankmobiledisbursements.com/refundchoices. In addition,

please be sure to include the custom link we provide to you that includes all disclosure materials (such as contract, fee disclosures and the compliance handbook) required by the Department of Education.

Your Relationship Manager will follow up with you shortly to discuss this policy in more detail, answer any questions you have and to determine how we can best meet your campus' marketing needs.

Thank you,
BankMobile Admin Support

www.bankmobiledisbursements.com