

RETAIL REAL ESTATE SERVICES AGREEMENT

THIS REAL ESTATE SERVICES AGREEMENT (the "Agreement") is made as of the 7 day of March, 2019 (the "Effective Date") between **JPMorgan Chase Bank, National Association**, a national banking association, and **Financial Initiatives, LLC**, a Pennsylvania limited liability company.

RECITALS

A. Client desires to have certain commercial real estate services performed with respect to certain desired ATM locations described herein.

B. Consultant is willing to perform the services in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties do agree as follows:

ARTICLE 1

Definitions and Interpretation

1.1. **Definitions.** The following terms used in this Agreement have the meanings provided below:

(a) "Client" means JPMorgan Chase Bank, National Association and its successors and assigns.

(b) "Consultant" means Financial Initiatives, LLC, and any affiliate thereof performing services hereunder, and their respective successors and assigns.

1.2. **Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard to its conflict of laws provisions.

ARTICLE 2

Scope of Agreement

Client desires to retain Consultant to locate multiple sites for ATM placements in the Washington D.C., Philadelphia, PA, and Boston, MA markets, which meet the specifications set forth on Exhibit "A" attached hereto and incorporated herein, and such related services as identified therein or as JPMC may reasonably request ("Services"). Consultant shall provide the Services for multiple transactions, as more particularly described on Exhibit "A".

ARTICLE 3

Services, Compensation and Reimbursement

3.1. Services Consultant agrees to provide, at all times during the term of this Agreement, the Services in connection with each applicable transaction. Client and Consultant may agree in writing to broaden the scope of this Agreement to include additional markets.

3.2. Compensation for Services.

(a) Consultant shall be paid a flat fee of SIX THOUSAND DOLLARS AND NO/100 (\$6,000.00) upon the execution of a lease agreement and the waiver by Client of all contingencies in such lease, or (ii) the closing of a purchase transactions related to a site (each, a "Transaction"). Consultant will endeavor to complete a minimum of 50 locations

(b) Consultant shall submit any proposed Transaction to Client for review and approval. Any contract for an ATM placement shall be between Client and the owner of the site. Consultant expressly acknowledges and agrees that Client shall have the unqualified right, in its sole and absolute discretion, to refuse to enter into any contract or to refuse to consummate a purchase or lease of any site for any reason whatsoever, including arbitrarily, without incurring any obligation or liability to Consultant for payment provided for herein or otherwise.

(c) Reserved.

3.3. Reimbursement of Expenses. Client shall have no obligation to reimburse Consultant for any expenses. Compensation shall only be in the form provided in 3.2(a) above. This provision shall survive the expiration or termination of this Agreement.

3.4. Indemnity. To the extent permitted by law, Consultant shall indemnify and hold the Indemnitees (as defined below) harmless from and against all liability, damage, expenses, including reasonable attorneys' fees, claims, demands and actions of any nature whatsoever which arise out of or result from Consultant's, its agents' or employees' performance of the Services described hereunder, to the extent such liability, damage, expenses, claims, demands and actions were caused, in whole or in part, by (i) the negligent acts, errors or omissions; (ii) the violation of Legal Requirements (defined below); or (iii) breach of its obligations under this Agreement by Consultant, its agents or employees. This indemnification obligation shall survive and continue beyond completion of the Services or any earlier termination of this Agreement.

ARTICLE 4

Account Executive

Consultant shall perform the Services through qualified professionals employed by Consultant in sufficient number to properly render the Services in the manner required by this Agreement. Michael Tedesco shall serve as the global single point of contact hereunder (the "Executive"). The Executive shall be responsible for coordinating, directing and overseeing Consultant's overall performance of the Services hereunder. Any change to the Executive is subject to Client's prior written approval.

ARTICLE 5

Standards

Consultant shall follow the highest professional standards in performing the Services in a prompt and efficient manner. Any possible conflict of interest on the part of the Consultant must be brought to the attention of Client before any action is taken on a specific assignment.

Reference is made to the JPMorgan Chase & Co. Supplier Code of Conduct (the "Code"), a current copy of which is located at:

<http://www.jpmorganchase.com/corporate/About-JPMC/supplier-relations.htm>

The Code states, among other things, that JPMorgan Chase & Co. and its affiliates do not tolerate bribery or corruption in any form. By executing and delivering a copy of this Agreement, Consultant hereby acknowledges and confirms that it has reviewed and will comply with the Code, that it has anti-corruption policies and procedures in place, that it will take all measures to ensure compliance with such policies and procedures, and that the provisions relating to anti-corruption set out in the Code shall govern the relations between the parties to this Agreement.

If JPMC designates Consultant as a Third Party Intermediary in the event Consultant interfaces with government agencies, including permitting and zoning authorities, on behalf of Client, the provisions outlined on Exhibit "B" apply.

ARTICLE 6

Use of Local Consultants

Should Consultant deem it necessary or advisable, Consultant shall have the right to solicit the cooperation of a local licensed real estate Consultant to assist Consultant in representing Client with respect to a Transaction (each, a "Local Consultant"), provided that Consultant shall notify Client prior to engaging any Local Consultant, including providing detail on how the payment will be shared with the Local Consultant. Consultant shall provide Client with the same quality, standards and services as provided for under this Agreement and shall be responsible for supervising each Local Consultant, and compensating the Local Consultant out of the applicable payment.

ARTICLE 7

Mutual Confidentiality

During the term of this Agreement, it is anticipated that Client and Consultant will obtain or have access to non-public information that Client or Consultant regard as confidential or proprietary, including, without limitation, information received by Client or Consultant under an agreement of confidentiality; information developed by Client or Consultant from such confidential information; and information relating to new products, new equipment, customers, pricing, know-how, trade secrets, processes and practices; provided, however, in order for any information to be considered as confidential or proprietary, any such information must first be identified in writing (either on the information itself or in a cover letter conveying any such information) as confidential or proprietary. Client and Consultant shall keep and shall cause their respective agents, employees and Local Consultants to keep confidential all information so designated in writing by the other party, and shall not disclose such designated information to third parties without the consent of the party providing the confidential or proprietary information, unless and until (i) such party, in writing, consents to disclosure, (ii) such information is or becomes generally

available to the public through no fault of a party hereto, or (iii) any of such information is required to be disclosed by law or legal process. Consultant agrees that it shall not disclose any such confidential or proprietary information to any Local Consultant unless it is absolutely necessary to do so, and in such event, Consultant shall be liable for any breach of confidentiality by such Local Consultant. The foregoing agreements with respect to confidentiality shall survive the termination of this Agreement by lapse of time or otherwise.

ARTICLE 8

Termination, Obligations and Final Accounting

8.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and expire s 1 year later, unless terminated prior to such date in accordance with the provisions of this Agreement. Client shall have the option to renew this Agreement upon fifteen (15) days written notice to Consultant.

8.2. Locations. Consultant acknowledges that Client has engaged other brokers to identify potential ATM sites. Any site locations or deployment opportunities provided to client directly by Consultant will be deemed the property of Consultant unless client is able to reasonably demonstrate that such site was previously identified by existing brokers.

8.3. Termination. Client, in its sole discretion and for any reason, upon thirty (30) days prior written notice to the Consultant (i) may terminate this Agreement, or (ii) may eliminate any particular market from this Agreement.

8.4. Post-Termination Obligations. Subsequent to the termination of this Agreement or the termination of this Agreement with respect to a market, Client shall continue to recognize Consultant as Client's Consultant for an additional period of three (1) one year following the termination (the "Tail Period") with respect to (i) a Transaction with respect to which Consultant has been actively negotiating a Transaction and the documentation thereof during the Term and (ii) any written offers or acceptances with respect to a Transaction made by Consultant on Client's behalf, and at Client's written request, copies of which have been submitted to Client during the Term. In order for Consultant to be so recognized during the Tail Period, a Transaction must satisfy one or both of the preceding conditions and must be set forth on a list furnished by Consultant to Client within thirty (30) days of the termination of this Agreement. Except as specifically provided in this Agreement, upon the expiration or termination of this Agreement, neither party shall have any further obligations to the other hereunder.

ARTICLE 9

Notices

All notices, waivers, demands, requests or other communications required or permitted under this Agreement shall, unless otherwise expressly provided, be in writing and shall be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if mailed, on the third business day after deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, or (iii) if delivered by reputable overnight express courier, freight prepaid, when delivered, in every case addressed to the party to be notified as follows:

If to Client:

JPMorgan Chase Bank, National Association
237 Park Avenue — 12th Floor

Mail Code NY1-R066
Attention: O'Shane Dell

With copies to:

JPMorgan Chase Lease Administration
1111 Polaris Parkway, Suite 1E
Mail Code OH1-0241
Columbus, Ohio 43240
Attention: Lease Administration Manager
-and-

JPMorgan Chase Bank, National Association
1111 Polaris Parkway, Suite 4P
Mail Code OH1-0152
Columbus, Ohio 43240
Attention: Real Estate Counsel

If to Consultant:

Financial Initiatives, LLC

Attn: Michael Tedesco

or to such other address or addressee as any party entitled to receive notice under this Agreement shall designate to the other in the manner provided in this Agreement for the service of notice. All notices of default or termination under this Agreement shall be clearly identified as such.

ARTICLE 10

Miscellaneous

10.1. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and all prior agreements, understandings and negotiations pertaining to such subject matter are superseded by and merged into this Agreement. This Agreement may not be amended, modified or discharged, nor may any of its terms be waived except by an instrument in writing signed by the party to be bound hereby.

10.2. Waiver. No consent or waiver, either expressed or implied, by any party to or of any breach or default by any party in the performance by party of its obligations under this Agreement, shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party under this Agreement. Failure of any party to complain or to pursue complaints with respect to any acts or failures to act of any other party, or failure of any party to declare the other party in default, irrespective of how long such default continues, shall not constitute a waiver by such party of any rights and remedies under this Agreement or otherwise at law or in equity.

10.3. Cooperation. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each party agrees to execute and deliver such additional documents and instruments and take all such necessary action and perform such additional acts as may be reasonably requested to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and such transactions.

10.4. Fees and Expenses. If any party institutes legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and other costs so incurred from the opposing party(ies).

10.5. Waiver of Trial by Jury. The parties hereto waive the right to a trial by jury in respect of any claim based hereon or arising out of and with respect to this Agreement.

10.6. Compliance with Laws. Consultant will perform all of its obligations to JPMC in compliance at all times with all United States Federal, state and local laws, rules, statutes, enactments, orders and regulations, including those of any governmental agency, and all interpretations of and changes, supplements or replacements to, any of the foregoing that are applicable to Consultant in performing its obligations to JPMC.

10.7. OFAC. JPMC and Consultant each represents and warrants to the other that neither it nor any of its affiliates or representatives (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "Order"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

IN WITNESS WHEREOF, this Retail Real Estate Services Agreement has been executed by Client and Consultant through their duly authorized representatives, as of the day and year first written above.

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION

By: O'SC Dell
Name: O'Shane Dell
Title: Vice President

FINANCIAL INITIATIVES, LLC

By: [Signature]
Name: Michael Tedesco
Title: Chief Branding Officer
3-7-2017

EXHIBIT A

Chase Location Project

FIBRANDING will endeavor to find 150 placements in DC/Philadelphia/Boston MSA

Each proposed site will be zoned to accommodate a free standing or drive-up ATM; provided, however that Chase will still need to get final approval for specific plans or structures.

FIBRANDING will request property owners to provide plans with evidence of zoning approval. FIBRANDING will verify zoning approval directly with each municipality.

FIBRANDING will provide market share reports by property city or town for the previous 3 years. In addition, FIBRANDING will provide demographic information by city or town and recent property photos along with traffic reports for the last 12 months. FIBRANDING will provide a bi-weekly report to a Client's project representative.

FIBRANDING will provide a project plan.

FIBRANDING is not responsible for the build-out of the ATM drive-up.

The Process

Client provides Consultant (dba FIBRANDING or FIB) location information to determine deployment area; City, County or along with deployment counts by region. The Client chooses deployment type; free standing, drive-up or mini branch locations.

Step 1: Client provides markets.

Step 2: FIB compiles a list of locations based on region & deployment type providing review list;

- a) Property hot link for review.
- b) Annual lease cost.
- c) Pre-zoning approval.
- d) Pre-Rate each property.

Step 3: The Client scrubs the list until they choose suitable locations for final review.

Step 4: Client works with FIB to negotiate an LOI on Client's form and to be executed by Client, in Client's sole discretion, securing the property during the due diligence process;

Step 5: Negotiate a contract with the property owner.

Step 6: Site visit (each market);

- a) Property photos.
- b) Placement location photos.
- c) Property survey (13-point property check list) This completes property rating.

- d) Snap shot of local business and financial institutions 4 block radius.
- e) Municipality;
 - i) Zoning (to insure location has approval for installation.
 - ii) No Tax liens
 - iii) No Pending Foreclosure

Step 7: For the sites accepted by Client, Market information;

- a) Market report last 3 years
- b) Traffic reports

Site demographics Client responsible for all build outs and may need various permits, including zoning, based on structure

Project List

State	City	Locations	Type
Pennsylvania	Philadelphia	75	Free Standing or Drive-up
District of Colombia	DC	25	Free Standing or Drive-up
Massachusetts	Boston MSA	50	Free Standing or Drive-up

EXHIBIT "B"

1. If JPMC designates Consultant as a Third Party Intermediary, the following provisions apply:

- a) **Compliance with Anti-Corruption Laws.** In connection with the performance of this Agreement, Consultant represents that it and anyone acting on its behalf, including any relevant subsidiaries, affiliates, officers, directors, employees and agents, as applicable (collectively, "Associated Persons"), are now and will remain in compliance with all laws applicable to the Parties, including but not limited to laws relating to bribery and/or corruption ("Anti-Corruption Laws"). Consultant further represents that, in connection with the performance of this Agreement, it and its Associated Persons have not undertaken, and agrees that they will not undertake, directly or indirectly, to offer, promise, give, or pay anything of value (including, but not limited to money, gifts, travel, entertainment, or employment) in order to: a) influence improperly any acts, decisions, or omissions made by any officer, employee, agent, or representative of any government, majority government-owned or controlled entity, or government instrumentality, public international organization, regulatory authority, or any person acting in an official capacity, including any political party, candidate, official, or representative of a political party (each a "Government Official") to obtain or retain business, or secure an improper advantage; b) induce any individual to act improperly in violation of their duty to their principal, whether a public or private entity; or c) facilitate or expedite government action or approvals.
- b) **Books and Records Compliance.** Consultant represents that it has kept, and agrees that it will keep accurate books, records, and accounts in connection with its performance under this Agreement, including payment and other transaction records and all other material documents in accordance with its internal procedures, in reasonable detail, and with documentation sufficient to identify amount, purpose, and recipients, as applicable, and other material terms.
- c) **Compliance Training and Certification.** Consultant will complete an initial Anti-Corruption training and certification provided by JPMC prior to engagement, and complete renewal trainings and certifications provided by JPMC at least annually every 2 years, or at a different interval if JPMC determines, in its sole discretion, that additional trainings and/or certifications may be warranted. Consultant will apprise any employee or sub-contractor performing services under this Agreement of the substance of Anti-Corruption training materials provided to Consultant by JPMC prior to their performance of services.
- d) **Notice of Potential Breach/ Investigation.** If Consultant becomes aware of any facts or information that could support a reasonable suspicion that a breach of this paragraph has occurred or is reasonably likely to occur or Consultant or its Associated Persons are subject to any inquiry, investigation or allegation by any governmental authorities or regulators with regard to any actual or alleged breach of the Anti-Corruption Laws, it will immediately notify JPMC in writing.
- e) **Termination.** Upon notification pursuant to this paragraph or if JPMC otherwise becomes aware of any facts or information that it believes support a reasonable suspicion that a breach of this paragraph has occurred or will occur, absent any action by the parties to prevent such anticipated breach to the satisfaction of JPMC, JPMC may terminate this Agreement immediately upon written notice to Consultant.
- f) **Anti-Corruption Internal Controls, Policies and Procedures.** Consultant has instituted, and will maintain and follow for the duration of this Agreement, internal controls reasonably designed to promote compliance with the provisions in this paragraph, such as a code of conduct,

authorizations and monitoring of transactions, payments, and expenses, training of personnel, and vetting of sub-contractors and agents, by Consultant and Associated Persons.

- g) Employment of/ Ownership Interest by Government Officials. Consultant represents and agrees that (a) none of its Associated Persons or, to its knowledge, their immediate relatives are, or will become, a Government Official that may exercise any authority, influence, or discretion over any aspect of performance under this Agreement ("Related Government Official") and (b) that no Related Government Official or any of their immediate relatives, has, or will have, any ownership interest, direct or indirect, in Consultant without the written consent of JPMC.
- h) Triggered Audit Rights. Upon notification pursuant to this paragraph or if JPMC reasonably suspects that the provisions in this paragraph have been violated based on identifiable information, JPMC and its authorized representatives, will have the right to audit, examine, and make copies of, with reasonable assistance from Consultant, all records that relate to this Agreement in whatever form they may be kept by Consultant or its Associated Persons including, but not limited to, relevant accounting records, transactional records, financial documents, documentation of services provided, or written policies and procedures, which Consultant will keep and preserve throughout the term of the Agreement and for five years thereafter or the length of time required by Consultant's data retention policy (whichever is longer), subject to any express legal restriction. Consultant shall expressly obtain the right to access and require preservation consistent with this paragraph of all such books, records, or accounts in the control of any Associated Persons.
- i) Indemnification. In the event of a breach of this paragraph by Consultant or any Associated Persons, any claims for payment by Consultant for any performance under the Agreement affected by such breach, including claims for sales or services previously rendered, shall be void and Consultant shall refund to JPMC all payments previously paid in connection with such performance. Consultant shall further indemnify and hold JPMC harmless against any and all claims, losses or damages reasonably related to any such breach or termination of the Agreement pursuant to this paragraph including but not limited to government fines and penalties, attorneys' fees, and related costs.