

# Mercury Accountant Services Agreement

*Effective Date: October 2024*

This Accountant Services Agreement ("Accountant Services Agreement") is a binding contract between you ("Accounting Firm") and Mercury Technologies, Inc. ("Mercury"). By clicking "Create Accountant Portal" or by accessing or using the Mercury Accountant Portal and any associated services, you agree to be bound by this Accountant Services Agreement as of the moment of such action (the "Effective Date"). These Accountant Services Agreement govern your access to and use of the Mercury Accountant Portal and the associated services for managing your Accounting Firm team and accounting clients that are Mercury customers (collectively the "Accountant Services"). This Schedule incorporates the Agreement and your use of the Mercury Accountant Services is subject to these Terms and the Agreement (including for the avoidance of doubt, the terms of Section 10 of the Agreement "Governing Law, Arbitration and Class Action/Jury Trial Waiver"). Capitalized terms not defined in these Terms (either inline or by hyperlink), are defined in the Agreement. These Terms shall prevail over any conflict or inconsistency with the Agreement, but only as to your use of the Mercury Accountant Services.

By proceeding, you confirm that you have read and understood this Accountant Services Agreement, that you have the right and authority to enter into it—either on your own behalf or on behalf of your organization—and that you accept and agree to be legally bound by its terms. If you do not agree to these terms, you must refrain from using the Mercury Accountant Portal.

## 1. Overview

The Mercury Accountant Services are a set of tools to help you manage your Accounting Firm and your clients' accounts on Mercury. Mercury Accountant Services consists of the following services:

- Client Management - Mercury Accountant Portal allows you to view and manage all of your clients that are Mercury banking customers from a single location. Clients will be visible in your Mercury Accountant Portal once they have approved your request to access their Mercury Account, assigned you a role in their Account, or otherwise agreed to allow you to manage their account. Your access to your clients' bank accounts and the actions that you can take on those accounts is at the discretion of each individual client.
- Team Management - The Accountant Services allow you to invite other members of your Accounting Firm to join your team in Mercury Accountant Portal. Within Mercury Accountant Portal, you can assign members of your team roles of Staff and Manager, depending on the level of access that is appropriate to that user. You can also manage your team's assignments to your clients.
- Referral Incentives - Through Mercury Accountant Portal, your Accounting Firm will obtain a dedicated referral link to refer your clients and other prospects to sign up for Mercury's Services. You will be able to track your Mercury referrals via the Mercury Referrals page within Mercury Accountant Portal.

The Mercury Accountant Services are not a banking experience. The Mercury Accountant Services are made available to you free of charge, and Mercury maintains the right to discontinue the Mercury Accountant Services at any time in its sole discretion.

## 2. Account Administration & Roles

When you register for the Accountant Services on behalf of your Accounting Firm, you will be granted the role of Manager. Managers can add, remove or manage additional Managers and Staff; assign or remove Staff from Clients; and perform other tasks to manage the Accountant Services and your Accounting Firm team. You are responsible for any actions or failure to act on the part of Managers or Staff, or those using their credentials to access the Accountant Services. You are solely responsible for the activity that occurs on your instance of the Accountant Services, and you must keep your Account secure. We encourage you to use "strong" passwords (for recommendations on what constitutes a strong password, check the National Institute of Standards and Technology (NIST) with your Account. You must notify Mercury immediately of any breach of security or unauthorized use of your Account. Mercury will not be liable for any losses caused by any unauthorized use of your Account. We may

suspend access to your Account if we believe that your Account has been compromised.

### 3. Referral Payments

Accounting Firm may, but is under no obligation to, refer new customers to Mercury by utilizing a designated referral link provided within the Mercury Accountant Portal.

Mercury will compensate the Accounting Firm for its referrals in accordance with the terms specified in the "Referrals" page, accessible within the Mercury Portal. Mercury reserves the right to make updates to the payment by posting the updated terms to the "Referrals" page.

Mercury's payment to Accounting Firm is contingent upon referrals resulting in individuals or entities applying for and opening a new account on Mercury's platform, thereby becoming a "New Customer." Individuals or entities previously registered with Mercury before the referral under this Accounting Services Agreement are expressly excluded from the definition of "New Customers."

Accounting Firm acknowledges that certain minimum balance requirements and transaction volume thresholds may apply to qualify a referral as a New Customer. If applicable, these requirements will be provided in the "Referrals" page, accessible within the Mercury Accounting Portal.

These payment terms will remain in effect for the duration of the Term.

### 4. Prohibited Uses

In addition to refraining from using any Mercury Services for any of the Prohibitions listed in Section 1.D. of the Agreement, you will not use the Mercury Accountant Services to send unsolicited electronic messages or engage in any form of mass electronic communications in connection with their use of the Mercury Accountant Services or other Services. You further agree to not knowingly associate the Mercury

Services with content that is unlawful in any manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, explicit, violent, discriminatory, or otherwise objectionable in Mercury's sole discretion.

## 5. No Endorsement

You understand and acknowledge that by allowing you to use the Mercury Accountant Services, Mercury does not directly or indirectly endorse your services or professional opinions or advice. You shall not make any form of representation or statement which would constitute an express or implied endorsement by Mercury of your service offerings, and you shall not permit any third party to do so on your behalf without first obtaining written approval from Mercury. With respect to your use of the Accountant Services, you shall not act or communicate in any way that is illegal, deceptive, misleading, unethical, or improper.

## 6. Marketing Materials

Subject to the terms and conditions of this Agreement, Mercury grants you the right to use Mercury's trade names, logo designs, trademarks, and company descriptions ("Mercury Marks") for advertising, promotional products, or marketing purposes; provided that you will use Mercury Marks in accordance with any guidelines provided by Mercury [here](#). Accounting Firm does not comply with Mercury's standards, Mercury may request the removal or necessary adjustments to such content, in which case Accounting Firm must immediately remove or make necessary adjustments to the content. You acknowledge that Mercury may withhold any payments owed under this Accounting Services Agreement in the event that you fail to comply with Mercury's marketing guidelines.

## 7. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

A. Accounting Firm represents, warrants and covenants that:

- A. It is a valid, legal entity and is in good standing and validly existing under the laws of the state(s) of its formation and residence;
- B. It has all the requisite power and authority to execute, deliver, and perform this Agreement and to fulfill its obligations hereunder, and that it will comply with existing contractual agreements with third parties
- C. It shall comply with all applicable laws, regulations, and existing contractual obligations ( including, without limitation, applicable licensing laws, and laws and regulations relating to data privacy and security and its own privacy policy);
- D. It shall not misrepresent ( i) Mercury, ( ii) Mercury's products, services, pricing, or offers, or (iii) the statement of limited warranties contained in the Mercury's standard terms and conditions;
- E. It shall not intentionally damage the Mercury's reputation or goodwill or that of its officers, directors, and/or employees;
- F. It shall not intentionally provide false information to Mercury and/or act or attempt to act in any false, misleading or illegal manner; and
- G. It is not currently, and has not been in the past, (a) subject to any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, or any other relevant sanctions authority; and ( b) designated as a Specially Designated National ("SDN") or any other similarly restricted party under any such sanctions program. Accounting Firm further warrants that it is not owned or controlled by, nor does it act on behalf of, any person or entity that is the subject of such sanctions or listed as an SDN. The Accounting Firm covenants that it will promptly notify Mercury in writing if it becomes subject to any such sanctions or designation during the term of these Accountant Services Agreement and any breach of the representations, warranties, or covenants set forth in this clause by the Accounting Firm shall be deemed a material breach of these Terms, entitling the Mercury to terminate this Agreement immediately upon written notice to Accounting Firm.
- H. Accounting Firm shall comply with the U.S. Foreign Corrupt Practices Act (FCPA) and all applicable anti-bribery and corruption laws and regulations. Accounting Firm hereby represents and warrants that, in connection with its performance under this Agreement, it has not, and will not at any time, directly or indirectly, through any employee, agent, subcontractor, or other third party, offer, pay, promise to pay, give, or authorize the giving of money or anything of value for the purpose of influencing the decision of any New Customer or any other individual or entity, in violation of applicable law.

## 8. DISCLAIMER OF WARRANTIES

THE ACCOUNTANT SERVICES, INCLUDING BETA SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE ACCOUNTANT SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ACCOUNTANT SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MERCURY OR THROUGH THE ACCOUNTANT SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, MERCURY, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE INFORMATION PROVIDED TO YOU THROUGH THE ACCOUNTANT SERVICES IS ACCURATE, RELIABLE OR CORRECT; THAT THE ACCOUNTANT SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE ACCOUNTANT SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE ACCOUNTANT SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ACCOUNTANT SERVICES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE ACCOUNTANT SERVICES.

## 9. Personal Information

- A. Mercury will collect, use, transfer, process and retain your personal information in accordance with our Privacy Policy.

- B. The Accountant Services allows you to invite your team members to join your Accounting Firm team and to refer your clients and other prospects to sign up to use the Mercury Services. You are solely responsible for ensuring that you have the right to share personal information on your team members and prospects with Mercury to allow Mercury to contact them to sign up for the Accountant Services or other Mercury Services.

## 10. Term and Termination

This Accountant Services Agreement becomes effective when you start using the Accountant Services and will continue until terminated by either you or us or as otherwise set forth in any applicable agreement or terms between you and us (the "Term"). You may terminate this Accountant Services Agreement by paying all amounts you owe and providing notice to us. You will remain responsible for any charges, fees, fines, and other losses caused by your action or inaction prior to terminating the Accountant Services Agreement. We may terminate this Accountant Services Agreement, or suspend your access to the Mercury Accountant Services, at Mercury's discretion. We will provide notice of termination or suspension to the extent permitted by applicable law.

## 11. Changes to These Terms

These Accountant Services Agreement are effective as of the Last Modified date stated at the top. We may change these Terms from time to time. Any such changes will be posted on the Site. By accessing the Accountant Services after we make any such changes to these Terms, you are deemed to have accepted such changes. Please refer back to these Terms on a regular basis.

## 12. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MERCURY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE,

INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE ACCOUNTANT SERVICES. UNDER NO CIRCUMSTANCES WILL MERCURY BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE ACCOUNTANT SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MERCURY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE ACCOUNTANT SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL MERCURY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$1000.00. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF MERCURY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.



### 13. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless Mercury and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, our Banking Providers, and our third-party service providers, from and against any and all third-party claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of, related to, or resulting from: (a) your use of and access to the Accountant Services, including any data or content transmitted or received by you; (b) your violation of any term of these Accountant Services Agreement, including without limitation your breach of any of the representations and warranties above; (c) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (d) your violation of any applicable law, rule or regulation; (e) your intentional misconduct; or (f) any other party's access and use of the Accountant Services with your unique username, password or other appropriate security mechanism.

### 14. General

- A. No Third Party Beneficiaries. There are no third party beneficiaries of this Accountant Services Agreement and nothing in this Accountant Services Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.
- B. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Accountant Services Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- C. Assignment. This Accountant Services Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Mercury without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.
- D. No Waiver. No waiver of any term of this Accountant Services Agreement shall be deemed a further or continuing waiver of such term or any other term, and

Mercury's failure to assert any right or provision under this Accountant Services Agreement shall not constitute a waiver of such right or provision.

- E. Legal Orders. We may respond to and comply with any subpoenas, warrants, liens, or any other legal order we receive related to your use of the Accountant Services. We are not responsible to you for any losses you incur due to our response to such legal order. We may hold funds or provide information as required by the issuer of the legal order or take any other actions we believe are required of us under legal orders. Where permitted, we will provide you reasonable notice that we have received such an order.
- 6. Survival. The provisions of this Accountant Services Agreement shall survive the termination of this Accountant Services Agreement to the extent necessary to effectuate the terms contained herein.
- F. Electronic Documents and Signatures. Mercury facilitates the completion and/or execution of electronic documents between parties. Nothing in the Accountant Services Agreement may be construed to make Mercury a party to or liable for any electronic documents processed through the Accountant Services or any of the Services. Users consent to the use of electronic signatures and understand that this consent has the same legal effect as a physical signature. Mercury is not responsible for determining how long documents and other records are required to be retained or stored and is not responsible for or liable to produce any of the Accounting Firm's electronic documents or other documents to any third parties.