



Gateway Portal End User Agreement

These Gateway Portal End User Agreement ("End User Agreement") are between Western Alliance Bank and its divisions (collectively, the "Bank") and you and relate only to your use of the Gateway portal ("Portal"). Unless otherwise defined herein, all defined terms shall have the meanings given in the Agreement. In the event of a conflict between the End User Agreement and the Agreement, the Agreement shall control over this End User Agreement. By logging in and/or using the Portal, you accept these terms.

In order to use the Portal, and without limiting any obligation each End User may have pursuant to the Agreement, each End User must accept and agree to be bound by the End User Agreement. By logging into and/or using the Portal, End User affirms his or her acceptance of and consent to be bound by this End User Agreement. Please print a copy of this End User Agreement to keep for reference. If, at any time, End User does not wish to abide by this End User Agreement, he or she should cease usage of the Portal.

Bank may, in its sole discretion, amend or modify the End User Agreement at any time by providing End User with notice as required by law. Bank may provide notice of such changes to End Users by any commercial means available, including but not limited to, posting amended End User Agreement on the Portal, or sending the amended End User Agreement to End Users via email. End User's continued use of the Portal following (i) receipt of an updated End User Agreement or notice of the applicable change to the End User Agreement or (ii) the effective date of the applicable modification, whichever is later, will evidence his or her affirmation and consent to any amendments or modifications, including additions, changes or deletions to the End User Agreement.

Definitions

"Agreement" means the Paying Agent, Escrow, or Disbursing Agent Agreement as modified, amended or supplemented from time to time by the parties thereto.

"Bank" means, collectively, Western Alliance Bank, its divisions (Bridge Bank, Alliance Association Bank, Alliance Bank of Arizona, Bank of Nevada, First Independent Bank, and Torrey Pines Bank).

"End User" means a Stockholder, Warrantholder, Optionholder, and other users of the Portal.

"End User Agreement" means this Gateway Portal End User Agreement, as may be amended by Bank from time to time.

"Portal" means the Bank's Gateway online platform.

Disclosure

End User hereby acknowledges and agrees that Bank is acting solely as an agent of Buyer with respect to a Solicitation and is not an agent of the end user. The End User hereby authorizes Bank, acting as agent of Buyer, to provide to Buyer or its designee any and all information contained in this Portal as well as any related documents, including, but not limited to, tax forms and any other responses or documents containing personally identifiable or confidential information such as account numbers submitted by the End User to Bank in relation to the Solicitation.

Limitation of Liability

All right, title and interest in and to the Portal resides with the Bank or its licensor(s), as the case may be. The Portal is provided "as-is" and "as available." End Users bear the risk of using the Portal. To the maximum extent permitted under applicable law, under no circumstances will Bank be liable to any End User for any indirect, special, incidental or consequential damages, including lost profits, arising out of the use or inability to use the Portal, even if Bank has been advised of the possibility of such damages.

System Requirements

You are responsible for, at your sole expense, installing, maintaining and operating all browsers, software, hardware or other equipment (collectively, "System") necessary for you to access and use the Portal. You shall maintain at all times current and effective anti-virus and anti-spyware software and shall take all reasonable measures to maintain the security of your System. Bank shall not be responsible for any malfunction of or computer virus that may infect End User's personal computer while using the Portal.

Disclaimer of Warranty

EXCEPT AS EXPRESSLY SET FORTH IN THIS END USER AGREEMENT, THE PORTAL IS FURNISHED AS IS, WHERE IS, AS AVAILABLE, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND NON-INFRINGEMENT. END USER BEARS THE RISK OF USING IT.

Bank may cause the Portal to be temporarily unavailable to you, either with or without prior notice, for site maintenance, security or other reasons, and you acknowledge that factors beyond Bank's reasonable control, such as telecommunications failure or equipment failure, may also cause the Portal to be unavailable to you.

Governing Law

This End User Agreement shall be construed and interpreted in accordance with all applicable federal law and regulations, and to the extent such law and regulations do not apply, with the laws of the state of Arizona, without regard to its conflict of law provisions.

Termination

Bank may terminate the Portal and/or an End User's access to or usage of the Portal pursuant to this End User Agreement at any time. Without limiting the foregoing, Bank may terminate End User's ability or access to use the Portal at any time and for any reason, in its sole discretion.

Privacy Policy

The Bank's privacy policy, including the Privacy Notice for California Residents, is incorporated herein and may be viewed at

<https://www.westernalliancebankcorporation.com/privacy-legal-home/privacy-policy>.

Contact Information

Please contact Bank with any questions concerning the Portal or this End User Agreement by writing at Western Alliance Bank, Attn: Business Escrow Services/ Gateway Support, 1 E. Washington Street, Suite 1400, Phoenix, Arizona 85004 or emailing Gateway Support at gatewaysupport@westernalliancebank.com.

Foreign Currency Transactions Addendum to Gateway Portal End User Agreement

This Addendum to Gateway Portal End User Agreement (the “End User Agreement”) between you and Western Alliance Bank (“Bank”) relates to your use of the Portal to effectuate wire transfers in foreign currencies. Unless otherwise defined herein, all defined terms shall have the meanings given in the End User Agreement. In the event of a conflict between this Addendum and the End User Agreement, this Addendum shall control. By selecting a transfer in a currency other than United States dollars on the Portal, you agree and consent to the following:

Foreign Currency Transactions. If you elect to receive some or all of your consideration from the underlying applicable transaction (e.g., purchase, settlement or merger) in a currency other than that in which it was paid, Bank may, but is not obligated to, accept such election as a request to convert such amount from the currency in which it was paid into the target currency (which, for the avoidance of doubt, may involve a conversion into or from United States dollars) and may transfer, or instruct its correspondent bank to transfer, the payment in the target currency you have selected at an exchange rate set by Bank or its correspondent bank, as applicable. If any such transfer in the target currency is returned, you agree that the exchange rate for reconversion may differ from that used to process the initial transfer. For purposes of this Addendum, “exchange rate” means the price of one currency in terms of another currency for delivery on a specified date. Exchange rates are, to the extent practicable, determined by Bank based on interbank exchange rates prevalent in the market at the time the currency conversion takes place.

Markup and Pricing. Bank provides all-in competitive pricing for currency conversions. Exchange rates may include costs incurred by the Bank as well as a profit margin. The fee may vary by client, currency, transaction size and other factors.

Capacity. You acknowledge that currency transactions effectuated for purposes of the End User Agreement are arm’s length transactions and do not establish a principal-agent relationship or any other relationship that may create a heightened duty for Bank. Bank is not obligated to accept any election to convert currencies and may accept or reject any order in its sole discretion without notice to you.

Limitation on Liability; Indemnification. Bank does not accept any liability for its exchange rates, including without limitation direct, indirect, or consequential loss. You shall be liable for, and hereby indemnify, defend and hold Bank harmless from any and all proceedings, losses, damages, liabilities, claims, demands, margin obligations, costs or expenses (including attorneys’ fees and costs) incurred by Bank arising from any currency exchange transaction.

Standing Election. You agree that the election to receive funds in a currency other than United States dollars will be applied to all future payments made by the Bank to you related to the applicable transaction using the wire instructions you have provided to the Bank in advance of the consideration payment. You must make any change in this election to the Bank directly.

Risk Disclosures. Exchange rates fluctuate, at times significantly, and you acknowledge and accept all risks that may result from such fluctuations. If Bank assigns an exchange rate to your currency exchange transaction, that exchange rate will be determined by Bank in its sole discretion based upon such factors as Bank determines relevant, including without limitation, current market conditions and exchange rates, the applicable currency pair and amount, any applicable credit, market or other risks, as well as a profit margin for the Bank, and is subject to change at any time without notice. Exchange rates offered by other dealers or shown at other sources by Bank or other dealers (including online sources) may be different from Bank’s exchange rates. The currency exchange and collection process may take longer than a funds transfer that does not necessitate or involve a currency conversion, and any such delay may result in losses or gains due to changes in the applicable exchange rates.