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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 10-K/A  
(Amendment No. 1)**

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**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended December 31, 2018

001-35542  
(Commission File Number)

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(Exact name of registrant as specified in its charter)

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Pennsylvania  
(State or other jurisdiction of  
incorporation or organization)

27-2290659  
(I.R.S. Employer  
Identification Number)

1015 Penn Avenue  
Suite 103  
Wyomissing PA 19610  
(Address of principal executive offices)

(610) 933-2000  
(Registrant's telephone number, including area code)

**Securities registered pursuant to Section 12(b) of the Act:**

<u>Title of Each Class</u>	<u>Name of Each Exchange on which Registered</u>
Voting Common Stock, par value \$1.00 per share	New York Stock Exchange
Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series C, par value \$1.00 per share	New York Stock Exchange
Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series D, par value \$1.00 per share	New York Stock Exchange
Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series E, par value \$1.00 per share	New York Stock Exchange
Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series F, par value \$1.00 per share	New York Stock Exchange

**Securities registered pursuant to Section 12(g) of the Act: None**

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Indicate by check mark whether the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☐ No ☒

Indicate by check mark whether the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant’s knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” "accelerated filer," “smaller reporting company” and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check One):

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of common stock held by non-affiliates of the registrant was approximately \$833,232,801 as of June 30, 2018, based upon the closing price quoted on the New York Stock Exchange for such date. Shares of common stock held by each executive officer and director have been excluded because such persons may under certain circumstances be deemed to be affiliates. This determination of executive officer or affiliate status is not necessarily a conclusive determination for other purposes.

On February 22, 2019 , 31,080,573 shares of common stock were outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the registrant’s definitive proxy statement to be delivered to shareholders in connection with the 2019 Annual Meeting of Shareholders are incorporated by reference into Part III of this Annual Report.

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## EXPLANATORY NOTE

This Amendment No. 1 to Customers Bancorp, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2018 ("2018 Form 10-K/A") is being filed to amend Customers Bancorp, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2018, which was initially filed with the Securities and Exchange Commission ("SEC") on March 1, 2019 ("Original 2018 Form 10-K"). The purpose of this 2018 Form 10-K/A is to refile Exhibits 10.22 through 10.32, inclusive, which were filed with the Original 2018 Form 10-K, to transition to the recently adopted changes to the requirements set forth in Item 601(b) of Regulation S-K permitting registrants to omit confidential information from material contracts filed pursuant to Item 601(b)(10) of Regulation S-K without the need to submit a confidential treatment request to the SEC. The confidential information omitted from Exhibits 10.22 through 10.32 (i) is not material and (ii) would be competitively harmful if publicly disclosed. Certain changes have been made to the exhibits to conform to the new requirements. In addition, certain changes have been made to the Exhibit Index included in Part IV, Item 15 "Exhibits and Financial Statement Schedules" to remove the reference stating "Confidential treatment has been requested for certain information contained in this document. Such information has been omitted and filed separately with the SEC" and replace that reference with "Certain identified information has been excluded from this exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed."

In addition, pursuant to Rule 12b-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), new certifications by Customers Bancorp, Inc.'s principal executive officer and principal financial officer are filed herewith as exhibits to this 2018 Form 10-K/A pursuant to Rule 13a-14(a) or 15d-14(a) of the Exchange Act. These certifications are attached to this 2018 Form 10-K/A as Exhibits 31.1 and 31.2. Because no financial statements have been included in this 2018 Form 10-K/A and this 2018 Form 10-K/A does not contain or amend any disclosure with respect to Items 307 and 308 of Regulation S-K, paragraphs 3, 4 and 5 of the certifications have been omitted. Additionally, we are not including the certificate under Section 906 of the Sarbanes-Oxley Act of 2002 as no financial statements are being filed with this 2018 Form 10-K/A.

This 2018 Form 10-K/A is an exhibit-only filing. Except as expressly noted herein, this 2018 Form 10-K/A does not modify or update in any way the financial statements or disclosures made, or any exhibits included or incorporated by reference, in the Original 2018 Form 10-K and does not reflect events occurring after the filing of the Original 2018 Form 10-K. This 2018 Form 10-K/A should be read in conjunction with the Original 2018 Form 10-K and our other filings with the SEC.

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**PART IV****Item 15 Exhibits and Financial Statement Schedules****(a) 1. Consolidated Financial Statements**

Customers' Consolidated Financial Statements required to be filed as part of the Original 2018 Form 10-K and the Reports of Independent Registered Public Accounting Firm were filed as Part II, Item 8. Financial Statements and Supplementary Data in the Original 2018 Form 10-K.

**(b) 2. Financial Statement Schedules**

Financial statement schedules are omitted because the required information is either not applicable, not required or is shown in the respective financial statements or in the notes thereto.

**(c) Exhibits**

The exhibits listed on the Exhibit Index below filed or incorporated by reference as part of this report.

Exhibit No.	Description
2.1	<a href="#">Purchase and Assumption Agreement, dated as of July 9, 2010, by and among Customers Bank, the FDIC as Receiver of USA Bank, and the FDIC acting in its corporate capacity, incorporated by reference to Exhibit 2.3 to the Customers Bancorp Form S-1/A filed with the SEC on January 13, 2011</a>
2.2	<a href="#">Purchase and Assumption Agreement, dated as of September 17, 2010, by and among Customers Bank, the FDIC as Receiver of ISN Bank, and the FDIC acting in its corporate capacity, incorporated by reference to Exhibit 2.4 to the Customers Bancorp Form S-1/A filed with the SEC on January 13, 2011</a>
2.3	<a href="#">Asset Purchase Agreement dated as of December 15, 2015 by and among Customers Bancorp, Customers Bank, Higher One, Inc. and Higher One Holdings, Inc., incorporated by reference to Exhibit 2.3 to the Customers Bancorp Form 10-K filed with the SEC on February 26, 2016</a>
2.4	<a href="#">Purchase and Assumption Agreement dated as of March 7, 2017 among Flagship Community Bank, Customers Bank and Customers Bancorp, Inc., incorporated by reference to Exhibit 2.1 to the Customers Bancorp 8-K filed with the SEC on March 8, 2017</a>
2.5	<a href="#">Amended and Restated Purchase and Assumption Agreement and Plan of Merger dated as of November 17, 2017 among Flagship Community Bank, BankMobile Technologies, Inc, Customers Bank and Customers Bancorp, Inc., incorporated by reference to Exhibit 2.1 to the Customers Bancorp 8-K filed with the SEC on November 20, 2017</a>
2.6	<a href="#">Letter Agreement, dated as of August 7, 2018, by and between Flagship Bank, BankMobile Technologies, Inc., Customers Bank, and Customers Bancorp, Inc., incorporated by reference to Exhibit 3.8 to Customers Bancorp Inc.'s Form 10-Q filed with the SEC on August 9, 2018</a>
3.1	<a href="#">Amended and Restated Articles of Incorporation of Customers Bancorp, incorporated by reference to Exhibit 3.1 to the Customers Bancorp's Form 8-K filed with the SEC on April 30, 2012</a>
3.2	<a href="#">Amended and Restated Bylaws of Customers Bancorp, incorporated by reference to Exhibit 3.2 to the Customers Bancorp's Form 8-K filed with the SEC on April 30, 2012</a>
3.3	<a href="#">Articles of Amendment to the Amended and Restated Articles of Incorporation of Customers Bancorp, Inc., incorporated by reference to Exhibit 3.1 to the Customers Bancorp Form 8-K filed with the SEC on July 2, 2012</a>
3.4	<a href="#">Statement with Respect to Shares of Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series C, incorporated by reference to Exhibit 3.1 to the Customers Bancorp Form 8-K filed with the SEC on May 18, 2015</a>
3.5	<a href="#">Statement with Respect to Shares of Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series D, incorporated by reference to Exhibit 3.1 to the Customers Bancorp Form 8-K filed with the SEC on January 29, 2016</a>
3.6	<a href="#">Statement with Respect to Shares of Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series E, incorporated by reference to Exhibit 3.1 to the Customers Bancorp Form 8-K filed with the SEC on April 28, 2016</a>
3.7	<a href="#">Statement with Respect to Shares of Fixed-to-Floating Rate Non-Cumulative Perpetual Preferred Stock, Series F, incorporated by reference to Exhibit 3.1 to the Customers Bancorp Form 8-K filed with the SEC on September 16, 2016</a>

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<u>Exhibit No.</u>	<u>Description</u>
4.1	<u><a href="#">Specimen stock certificate of Customers Bancorp, Inc. Voting Common Stock and Class B Non-Voting Common Stock, incorporated by reference to Exhibit 4.1 to the Customers Bancorp Form S-1/A filed with the SEC on May 1, 2012</a></u>
4.2	<u><a href="#">Form of Warrant issued to investors in New Century Bank's March and February 2010 private offerings, 2009 private offering, and in partial exchange for New Century Bank's shares of 10% Series A Non-Cumulative Perpetual Convertible Preferred Stock in June 2009, incorporated by reference to Exhibit 4.8 to the Customers Bancorp Form S-1 filed with the SEC on April 22, 2010</a></u>
4.3	<u><a href="#">Warrants issued to Jay S. Sidhu, June 30, 2009, incorporated by reference to Exhibit 4.9 to the Customers Bancorp Form S-1 filed with the SEC on April 22, 2010</a></u>
4.4	<u><a href="#">Indenture, dated as of July 30, 2013, by and between Customers Bancorp, Inc., as Issuer, and Wilmington Trust, National Association, as Trustee, incorporated by reference to Exhibit 4.1 to the Customers Bancorp Form 8-K filed with the SEC on July 31, 2013</a></u>
4.5	<u><a href="#">First Supplemental Indenture, dated as of July 30, 2013, by and between Customers Bancorp, Inc., as Issuer, and Wilmington Trust, National Association, as Trustee, incorporated by reference to Exhibit 4.2 to the Customers Bancorp Form 8-K filed with the SEC on July 31, 2013</a></u>
4.6	<u><a href="#">6.375% Global Note in aggregate principal amount of \$55,000,000, incorporated by reference to Exhibit 4.3 to the Customers Bancorp Form 8-K filed with the SEC on July 31, 2013</a></u>
4.7	<u><a href="#">Amendment to First Supplemental Indenture, dated August 27, 2013, by and between Customers Bancorp, Inc. and Wilmington Trust Company, National Association, as trustee, incorporated by reference to Exhibit 4.1 to the Customers Bancorp Form 8-K filed with the SEC on August 29, 2013</a></u>
4.8	<u><a href="#">6.375% Global Note in aggregate principal amount of \$8,250,000, incorporated by reference to Exhibit 4.2 to the Customers Bancorp Form 8-K filed with the SEC on August 29, 2013</a></u>
4.9	<u><a href="#">Form of Note Subscription Agreement (including form of Subordinated Note Certificate and Senior Note Certificate), incorporated by reference to Exhibit 10.1 to the Customers Bancorp Form 8-K filed with the SEC on June 26, 2014</a></u>
4.10	<u><a href="#">Second Supplemental Indenture, dated as of June 30, 2017, by and between Customers Bancorp, Inc. as Issuer, and Wilmington Trust, National Association, as Trustee, incorporated by reference to Exhibit 4.1 to the Customers Bancorp Form 8-K filed with the SEC on June 30, 2017</a></u>
10.1+	<u><a href="#">Customers Bancorp, Inc. 2010 Stock Option Plan, incorporated by reference to Exhibit 10.2 to the Customers Bancorp Form 10-K filed with the SEC on March 21, 2012</a></u>
10.2+	<u><a href="#">Amended and Restated Employment Agreement, dated as of March 26, 2012, by and between Customers Bancorp, Inc. and Jay S. Sidhu, incorporated by reference to Exhibit 10.3 to the Customers Bancorp Form S-1 filed with the SEC on March 28, 2012</a></u>
10.3+	<u><a href="#">Amended and Restated Employment Agreement, dated as of March 26, 2012, by and between Customers Bancorp, Inc. and Richard Ehst, incorporated by reference to Exhibit 10.4 to the Customers Bancorp Form S-1 filed with the SEC on March 28, 2012</a></u>
10.4+	<u><a href="#">Amended and Restated Customers Bancorp, Inc. 2004 Incentive Equity and Deferred Compensation Plan, incorporated by reference to Exhibit 10.7 to the Customers Bancorp Form 10-K filed with the SEC on March 21, 2012</a></u>
10.5+	<u><a href="#">Form of Restricted Stock Unit Award Agreement for Employees relating to the 2012 Special Stock Reward Program, incorporated by reference to Exhibit 10.25 to the Customers Bancorp Form S-1/A filed with the SEC on May 1, 2012</a></u>
10.6+	<u><a href="#">Bonus Recognition and Retention Plan, incorporated by reference to Exhibit 10.15 to the Customers Bancorp Form 10-K filed with the SEC on March 21, 2012</a></u>
10.7+	<u><a href="#">Supplemental Executive Retirement Plan of Jay S. Sidhu, incorporated by reference to Exhibit 10.15 to the Customers Bancorp Form S-1/A filed with the SEC on April 18, 2011</a></u>
10.8+	<u><a href="#">Form of Restricted Stock Unit Award Agreement for Directors relating to the 2012 Special Stock Reward Program, incorporated by reference to Exhibit 10.26 to the Customers Bancorp Form S-1/A filed with the SEC on May 1, 2012</a></u>
10.9+	<u><a href="#">Form of Stock Option Agreement, incorporated by reference to Exhibit 10.18 to the Customers Bancorp Form 10-K filed with the SEC on March 21, 2012</a></u>

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<u>Exhibit No.</u>	<u>Description</u>
10.10+	<a href="#"><u>Form of Restricted Stock Unit Award Agreement, incorporated by reference to Exhibit 10.17 to the Customers Bancorp Form 10-K filed with the SEC on March 21, 2012</u></a>
10.11+	<a href="#"><u>Change of Control Agreement, dated as of January 30, 2013, by and between Customers Bancorp, Inc. and Glenn Hedde, incorporated by reference to Exhibit 10.29 to Customers Bancorp's Form 10-K filed with the SEC on March 18, 2013</u></a>
10.12+	<a href="#"><u>Change of Control Agreement, dated as of January 30, 2013, by and between Customers Bancorp, Inc. and Warren Taylor, incorporated by reference to Exhibit 10.30 to Customers Bancorp's Form 10-K filed with the SEC on March 18, 2013</u></a>
10.13+	<a href="#"><u>Change of Control Agreement, dated as of December 22, 2012, by and between Customers Bancorp, Inc. and Ken Keiser, incorporated by reference to Exhibit 10.14 to the Customers Bancorp Form 10-K filed with the SEC on February 26, 2016</u></a>
10.14+	<a href="#"><u>Employment Agreement, dated as of August 5, 2013, by and between Customers Bancorp, Inc. and Robert Wahlman, incorporated by reference to Exhibit 10.15 to the Customers Bancorp Form 10-K filed with the SEC on February 26, 2016</u></a>
10.15+	<a href="#"><u>Employment Agreement, dated as of March 1, 2014, by and between Customers Bancorp, Inc. and Steven Issa, incorporated by reference to Exhibit 10.16 to the Customers Bancorp Form 10-K filed with the SEC on February 26, 2016</u></a>
10.16+	<a href="#"><u>Amendment to Employment Agreement, dated as of February 26, 2016, by and between Customers Bancorp, Inc. and Steven Issa, incorporated by reference to Exhibit 10.17 to the Customers Bancorp Form 10-K filed with the SEC on February 26, 2016</u></a>
10.17	<a href="#"><u>Transition Services Agreement dated as of June 15, 2016 by and among Customers Bancorp, Customers Bank, Higher One, Inc. and Higher One Holdings, Inc., incorporated by reference to Exhibit 10.1 to the Customers Bancorp's Form 8-K filed with the SEC on June 16, 2016</u></a>
10.18	<a href="#"><u>Order to Cease and Desist and Order of Assessment of Civil Money Penalty Issued Upon Consent Dated December 2, 2016, incorporated by reference to Exhibit 10.1 to the Customers Bancorp Form 8-K filed with the SEC on December 7, 2016</u></a>
10.19+	<a href="#"><u>Amended and Restated Employment Agreement, dated as of December 30, 2016, by and between Customers Bancorp, Inc. and Richard Ehst, incorporated by reference to Exhibit 10.2 to the Customers Bancorp Form 8-K filed with the SEC on December 30, 2016</u></a>
10.20+	<a href="#"><u>Amended and Restated Employment Agreement, dated as of December 30, 2016, by and between Customers Bancorp, Inc. and Jay S. Sidhu, incorporated by reference to Exhibit 10.1 to the Customers Bancorp Form 8-K filed with the SEC on December 30, 2016</u></a>
10.21+	<a href="#"><u>Letter Agreement, dated as of December 30, 2016, by and between Customers Bancorp, Inc. and Jay S. Sidhu, incorporated by reference to Exhibit 10.3 to the Customers Bancorp Form 8-K filed with the SEC on December 30, 2016</u></a>
10.22*	<a href="#"><u>Private Label Banking Program Agreement by and between Customers Bank and T-Mobile USA, Inc. dated as of February 24, 2017</u></a>
10.23*	<a href="#"><u>First Amendment to Private Label Banking Program Agreement by and between Customers Bank and T-Mobile USA, Inc. dated as of September 30, 2017</u></a>
10.24*	<a href="#"><u>Second Amendment to Private Label Banking Program Agreement by and between Customers Bank and T-Mobile USA, Inc. dated as of October 24, 2017</u></a>
10.25*	<a href="#"><u>Third Amendment to Private Label Banking Program Agreement by and between Customers Bank and T-Mobile USA, Inc. dated as of December 21, 2017</u></a>
10.26*	<a href="#"><u>Fourth Amendment to Private Label Banking Program Agreement by and between Customers Bank and T-Mobile USA, Inc. dated as of December 1, 2018</u></a>
10.27*	<a href="#"><u>Fifth Amendment to Private Label Banking Program Agreement by and between Customers Bank and T-Mobile USA, Inc. dated as of August 16, 2018</u></a>
10.28*	<a href="#"><u>Sixth Amendment to Private Label Banking Program Agreement by and between Customers Bank and T-Mobile USA, Inc. dated as of September 28, 2018</u></a>

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Exhibit No.	Description
10.29*	<a href="#">Seventh Amendment to Private Label Banking Program Agreement by and between Customers Bank and T-Mobile USA, Inc. dated as of September 28, 2018</a>
10.30*	<a href="#">Eighth Amendment to Private Label Banking Program Agreement by and between Customers Bank and T-Mobile USA, Inc. dated as of December 9, 2018</a>
10.31*	<a href="#">Ninth Amendment to Private Label Banking Program Agreement by and between Customers Bank and T-Mobile USA, Inc. dated as of September 28, 2018</a>
10.32*	<a href="#">Tenth Amendment to Private Label Banking Program Agreement by and between Customers Bank and T-Mobile USA, Inc. dated as of December 27, 2018</a>
10.33+	<a href="#">Separation of Employment dated as of December 7, 2018 by and between Customers Bancorp, Inc. and Robert Wahlman, incorporated by reference to Exhibit 10.1 to the Customers Bancorp, Inc. Form 8-K filed with the SEC on December 11, 2018</a>
10.34**	<a href="#">Change of Control Agreement, dated as of August 14, 2017 by and between Customers Bancorp, Inc. and Carla A. Leibold</a>
21.1	<a href="#">List of Subsidiaries of Customers Bancorp, Inc.</a>
23.1**	<a href="#">Consent of BDO USA, LLP</a>
31.1	<a href="#">Certification of the Chief Executive Officer Pursuant to Exchange Act Rule 13a-14(a) or Rule 15d-14(a)</a>
31.2	<a href="#">Certification of the Chief Financial Officer Pursuant to Exchange Act Rule 13a-14(a) or Rule 15d-14(a)</a>
32.1***	<a href="#">Certification of the Chief Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
32.2***	<a href="#">Certification of the Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
101**	Interactive Data Files regarding (a) Balance Sheets as of December 31, 2018 and 2017, (b) Statements of Income for the years ended December 31, 2018, 2017 and 2016, (c) Statements of Comprehensive Income for the years ended December 31, 2018, 2017 and 2016, (d) Statements of Cash Flows for the years ended December 31, 2018, 2017 and 2016, (e) Statements of Changes in Shareholders' Equity for the years ended December 31, 2018, 2017 and 2016 and (f) Notes to Financial Statements for the years ended December 31, 2018, 2017 and 2016.
+	Management Contract or compensatory plan or arrangement
*	Certain identified information has been excluded from this Exhibit because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.
**	Filed as an exhibit to the Original 2018 Form 10-K
***	Furnished as an exhibit to the Original 2018 Form 10-K



## SIGNATURES

Pursuant to the requirements of the Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this amended report to be signed on its behalf by the undersigned, thereunto duly authorized.

### **Customers Bancorp, Inc.**

April 24, 2019

By: /s/ Jay S. Sidhu

Name: Jay S. Sidhu

Title: Chairman and Chief Executive Officer

### **Customers Bancorp, Inc.**

April 24, 2019

By: /s/ Carla A. Leibold

Name: Carla A. Leibold

Title: Chief Financial Officer and Treasurer

## PRIVATE LABEL BANKING PROGRAM AGREEMENT

This **PRIVATE LABEL BANKING PROGRAM AGREEMENT** (together with any exhibits, schedules, and attachments, collectively, this “ Agreement ” or the “ Agreement ”) is dated this 24th day of February, 2017 (the “ Effective Date ”) and is by and between **T- MOBILE USA, INC.**, a corporation organized and existing under the laws of Delaware, with offices located at 12920 SE 38th Street, Bellevue, Washington 98006-1250 (“ Company ”), and **CUSTOMERS BANK**, a Pennsylvania state-chartered banking institution with a mailing address of 99 Bridge Street, Phoenixville, Pennsylvania 19460 (“ Bank ”). Company and Bank are collectively referred to as the “ Parties ” and are individually referred to as a “ Party .”

### RECITALS

- (a) Bank is a Pennsylvania chartered, FDIC-insured banking institution and member of the Federal Reserve System that, among other things, offers a variety of banking services to consumers.
- (b) Company is a wireless telecommunications company, which provides communications and other services and products to consumers.
- (c) Bank and Company desire to collaborate in developing, marketing, and offering the T- Mobile Financial Services to Company’s customers, and Bank desires to provide the T- Mobile Financial Services to Company’s customers (collectively, the “ Program ”).

### TERMS OF AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

**1. CERTAIN DEFINITIONS.** Capitalized terms used herein shall have the meanings ascribed to such terms in this Section 1 or in the body of this Agreement and such meanings shall be applicable to both the singular and the plural forms of such terms.

- (a) “ Account Agreement ” means, collectively, the agreement(s) between Bank and a Customer governing the terms and use of a T-Mobile Customer Account or a Card and all related disclosures as may be required by Applicable Law or deemed necessary by Bank.
- (b) “ Account Terms and Conditions ” has the meaning ascribed to such term in Section 3.1(a).
- (c) “ Active T-Mobile Customer ” means (1) a T-Mobile Customer that has made a deposit or withdrawal to a T-Mobile Customer Account in the previous three (3) months; or (2) has an open account with a balance.
- (d) “ Advisory Board ” has the meaning ascribed to such term in Section 15.4(c).

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(e) "AML Program" has the meaning ascribed to such term in Section 3.2.

(f) "Applicable Law" means, as and to the extent applicable to a Party, (i) any international, federal, state, or local law, (ii) any regulation, rule, supervisory guidance, guideline, directive, or interpretation promulgated or published by any Regulatory Authority, or (iii) any order issued by a court having jurisdiction over a Party related to the issuance, sale, authorization or usage of the Cards or services to be provided under this Agreement.

(g) "Approval Rate" has the meaning ascribed to such term in Section 2(a) of Exhibit

D.

(h) "ATM" means automated teller machine.

(i) "Auditing Party" has the meaning ascribed to such term in Section 5.1(e).

(j) "Bank FinTech" has the meaning ascribed to such term in Section 14.1.

(k) "Bank Indemnified Party" has the meaning ascribed to such term in Section 15.1(a).

(l) "Bank Marks" means the Bank's Marks set forth in Exhibit 14.7, as such Marks may be modified or updated from time to time by Bank.

(m) "Bank User Interface" has the meaning ascribed to such term in Section 14.1.

(n) "Behavior Data" has the meaning ascribed to such term in Section 11.3.

(o) "Beta Launch Date" has the meaning ascribed to such term in Section 6.1.

(p) "Beta Program" has the meaning ascribed to such term in Section 10(e) of Exhibit

D.

(q) "Beta Version" has the meaning ascribed to such term in Section 10(e) of Exhibit

D.

(r) "Brokered Deposits" has the meaning ascribed to such term in Section 8.1(m).

(s) "Card" shall mean a debit card, physical or virtual, or other access device issued by Bank to a T-Mobile Customer to allow the T-Mobile Customer to access the T-Mobile Customer Account.

(t) "Charges" means any and all charges related to services assessed against the T-Mobile Customer Accounts that are set by T-Mobile and administered by Bank.

(u) "Claim" has the meaning ascribed to such term in Section 15.1(a).

(v) "Company Indemnified Party" has the meaning ascribed to such term in Section 15.1(b).

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(w) “Company Marks” means the Marks of Company set forth in Exhibit 0 and the Marks of Company for the Program, in each case, as such Marks may be modified or updated from time to time by Company.

(x) “Company Specific User Interface” has the meaning ascribed to such term in Section 14.2.

(y) “Confidential Information” has the meaning ascribed to such term in Section 11.1.

(z) “Control” means the occurrence of one or more of the following events: (i) a purchase, lease, or other acquisition of all or substantially all of the assets of a party; (ii) a purchase or other acquisition (including by way of merger, consolidation, share exchange, or otherwise) of securities representing fifty percent (50%) or more of the voting power of a party; or (iii) possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract, or otherwise) of a party.

(aa) “Customer Activation Process” has the meaning ascribed to such term in Section 10(d) of Exhibit D.

(bb) “Deposit Account” shall have the meaning set forth in Section 3(1) of the Federal Deposit Insurance Act, 12 U.S.C. § 1813(1), including, without limitation, demand deposit accounts, certificates of deposit, savings accounts, NOW accounts, individual retirement accounts and, to the extent applicable, omnibus deposit accounts and their subaccounts (as described in Federal Deposit Insurance Corporation General Counsel’s Opinion No. 8 – Insurability of Funds Underlying Stored Value Cards and Other Nontraditional Access Mechanisms).

(cc) “Digital Banking Platform” has the meaning ascribed to such term in Section 10 of Exhibit D.

(dd) “Discloser” has the meaning ascribed to such term in Section 11.1.

(ee) “Dispute” has the meaning ascribed to such term in Section 15.17(a).

(ff) “DT” means Deutsche Telekom AG.

(gg) “DT Marks” means the Marks of DT set forth in Exhibit 14.6, as such Marks may be modified or updated from time to time by Company.

(hh) “Durbin-Exempt Bank” has the meaning ascribed to such term in Section 8.1(l).

(ii) “Durbin Exemption” has the meaning ascribed to such term in Section 7.1(g).

(jj) “FDIC” means the Federal Deposit Insurance Corporation.

(kk) “Fee Audit” has the meaning ascribed to such term in Section 9.3.

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- (ll) “ Fee Auditor ” has the meaning ascribed to such term in Section 9.3.
- (mm) “ Fee Audit Report ” has the meaning ascribed to such term in Section 9.3.
- (nn) “ Fees ” means all banking revenue generated from the use of the T-Mobile Customer Accounts, including any Card usage, interchange and miscellaneous fees.
- (oo) “ Force Majeure Event ” has the meaning ascribed to such term in Section 15.9.
- (pp) “ GLBA ” has the meaning ascribed to such term in Section 11.1.
- (qq) “ Implementation Fee ” has the meaning ascribed to such term in Section 9.2.
- (rr) “ Indemnified Party ” means Bank or Company, as applicable.
- (ss) “ Indemnifying Party ” means Bank or Company, as applicable.
- (tt) “ Initial Card Credentials ” has the meaning ascribed to such term in Section 10(c) of Exhibit D.
- (uu) “ Initial Term ” has the meaning ascribed to such term in Section 10.1.
- (vv) “ Interchange Fee Limits ” has the meaning ascribed to such term in Section 7.1(g).
- (ww) “ Invoice Receipt Date ” has the meaning ascribed to such term in Section 9.4.
- (xx) “ Issuer Network Assessment ” means domestic assessments, cross-border volume fees, transaction processing fees, and other related fees, net of rebates and incentives, assessed by the payment card or ATM networks (or any similar entities) on Bank for providing transaction processing and other payment-related products and services.
- (yy) “ Joint Governance Committee ” has the meaning ascribed to such term in Section 15.4(a).
- (zz) “ Joint Roadmap ” has the meaning ascribed to such term in Section 15.4(b).
- (aaa) “ Launch Date ” has the meaning ascribed to such term in Section 6.1.
- (bbb) “ Losses ” has the meaning ascribed to such term in Section 13.3.
- (ccc) “ Marks ” means the trademarks, service marks, trade names, trade dress, designs, domain names, color combination, insignia, and logos (including graphic and color configurations) of a Party.
- (ddd) “ Marketing Data ” has the meaning ascribed to such term in Section 11.3.
- (eee) “ Material Subcontractor ” has the meaning ascribed to such term in Section 5.1(d).
- (fff) “ Minimum Service Approval Rating ” has the meaning ascribed to such term in

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Section 10.2(a)(iv).

(ggg) “ Mobile Application ” has the meaning ascribed to such term in Section 10(c) of Exhibit D.

(hhh) “ Mobile Network Operator ” means any providers of wireless services, wireless carriers, cellular companies, or mobile network carriers, including, but not limited to, Verizon, AT&T, and Sprint, in each case, including any affiliates and subsidiaries.

(iii) “ Mobile Offering ” has the meaning ascribed to such term in Section 10(a) of Exhibit D.

(jjj) “ Mobile Wallets ” has the meaning ascribed to such term in Section 10(c) of Exhibit D.

(kkk) “ Modified Transition Assistance Period ” has the meaning ascribed to such term in Section 10.2(b).

(lll) “ NACHA ” has the meaning ascribed to such term in Section 7(a)(i) of Exhibit D.

(mmm) “ Net Interchange Fees ” means the total of all interchange revenue (net of any Issuer Network Assessments) received from payment card networks in connection with the use of Cards.

(nnn) “ Online Offering ” has the meaning ascribed to such term in Section 10(a) of Exhibit D.

(ooo) “ PINs ” has the meaning ascribed to such term in Section 7(c)(iii) of Exhibit D. (ppp) “ Product and Feature Set ” has the meaning ascribed to such term in Section 10(a) of Exhibit D.

(qqq) “ Program ” has the meaning ascribed to such term in the Recitals.

(rrr) “ Program Manager ” has the meaning ascribed to such term in Section 15.4(a).

(sss) “ Program Team ” has the meaning ascribed to such term in Section 15.4(a). (ttt) “ Recipient ” has the meaning ascribed to such term in Section 11.1.

(uuu) “ Recipient Third Parties ” has the meaning ascribed to such term in Section 11.2.

(vvv) “ Regulatory Audit ” has the meaning ascribed to such term in Section 3.4(c).

(www) “ Regulatory Authority ” means, as the context requires, the Office of the Comptroller of the Currency; the FDIC; the Federal Reserve Board; the Consumer Financial Protection Bureau; the Federal Trade Commission; the Financial Crimes Enforcement Network; and any other international, foreign, federal or state regulator or agency having jurisdiction over Bank or Company.

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(xxx) “ Rejection Notice ” has the meaning ascribed to such term in Section 10(e) of Exhibit D.

(yyy) “ Renewal Term ” has the meaning ascribed to such term in Section 10.1.

(zzz) “ Sale Option ” has the meaning ascribed to such term in Section 10.5(a).

(aaaa) “ Sale Option Notice ” has the meaning ascribed to such term in Section 10.5(a).

(bbbb) “ Sensitive Customer Information ” has the meaning ascribed to such term in Section 11.1.

(cccc) “ Service Level ” has the meaning ascribed to such term in Exhibit C.

(dddd) “ Solicitation Materials ” means any advertising, promotional, marketing, and other similar materials describing the Program.

(eeee) “ Successor Institution ” has the meaning ascribed to such term in Section 10.5(a).

(ffff) “ Supervisory Objection ” means (i) an objection, verbally or in writing, raised by a Regulatory Authority having supervisory authority over Bank that expresses the Regulatory Authority’s opinion that one or more provisions of this Agreement constitute a violation of Applicable Law or is unsafe or unsound, (ii) any cease-and-desist or other similar formal written order of a Regulatory Authority, or (iii) a written directive by a Regulatory Authority to cease or materially limit performance of the obligations under this Agreement; provided, that, notwithstanding anything to the contrary, a determination by the FDIC that the T-Mobile Customer Accounts constitute Broker Deposits shall not be considered to be a Supervisory Objection for purposes of the Agreement.

(gggg) “ Supervisory Objection Notice ” has the meaning ascribed to such term in Section 8.1(n).

(hhhh) “ T-Mobile Customer ” means a customer of Company that uses the T-Mobile Financial Services.

(iiii) “ T-Mobile Customer Account ” means the Deposit Account(s) of a T-Mobile Customer in connection with the T-Mobile Customer’s participation in the Program and receipt and use of the T-Mobile Financial Services that is held at Bank and that is subject to an Account Agreement between Bank and the T-Mobile Customer.

(jjjj) “ T-Mobile Financial Services ” means the products, services, features, and functionality set forth on Exhibit F.

(kkkk) “ T-Mobile Retailer ” means any Company-owned T-Mobile location and/or any T-Mobile dealer location, as determined by Company from time to time.

(llll) “ Term ” has the meaning ascribed to such term in Section 10.1.

(mmmm) “ Transition Assistance Period ” has the meaning ascribed to such term in Section 10.4(a).

(nnnn) “ Transition Assistance Services ” has the meaning ascribed to such term in Section 10.4(a).

(oooo) “ Wind-Down Costs ” has the meaning ascribed to such term in Section 10.3.

## **2. GENERAL DESCRIPTION OF PROGRAM**

**2.1 Purpose.** The Program established pursuant to this Agreement will allow customers of Company, through Bank’s standard and customized technology and financial products and services (including the establishment of T-Mobile Customer Accounts, the issuance of Cards and other financial products and services, as further described herein), to receive and use the T-Mobile Financial Services.

**2.2 Development and Implementation of Program.** Bank shall develop and implement the Program in accordance with this Agreement, including Exhibits A, B, C, D, E, F, G, H, I, and J, which exhibits are hereby incorporated into and made a part of this Agreement.

## **3. MARKETING; DUTIES OF COMPANY; JOINT RESPONSIBILITIES**

**3.1 Marketing.** Bank acknowledges that Company may promote and market the Program to prospective T-Mobile Customers from time to time. Company agrees that it will promote and market the Program in accordance with Applicable Law and this Agreement.

(a) [\*\*\*]. The terms and conditions applicable to each T-Mobile Customer Account offered pursuant to the Program shall be mutually agreed upon by Bank and Company prior to the implementation of the Program and shall be set forth in an Account Agreement between Bank and each T-Mobile Customer (as updated from time to time in accordance with this Agreement, the “ Account Terms and Conditions ”). [\*\*\*]. Notwithstanding the foregoing, Company acknowledges that Bank is subject to certain regulatory obligations under Applicable Law and, as such, Bank shall have final authority on certain components of the Account Terms and Conditions that implicate Applicable Law. Bank agrees that, during the Term, Bank will provide Company with the Account Terms and Conditions and with any updates or modifications to the Account Terms and Conditions promptly; provided, that, prior to implementing any updated or modified Account Terms and Conditions, Bank shall obtain Company’s approval so long as such updates or modifications are not required by Applicable Law, in which case Bank shall not be required to obtain Company’s approval. Bank shall enter



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into an Account Agreement with each T-Mobile Customer that elects to participate in the Program, subject to Bank’s usual and customary account opening procedures. Bank represents, warrants, and covenants that the account opening procedures for T-Mobile Customers in connection with the Program will be substantially similar to the account opening procedures Bank uses for all other prospective consumer checking - and savings - account customers of Bank.

(b) Company will submit all proposed Solicitation Materials (and ongoing changes to same) to Bank for review and written approval prior to the release or use of such Solicitation Materials in the marketplace for the purpose of allowing Bank to review such Solicitation Materials to ensure that they comply with Applicable Law with respect to financial services under this Agreement. Bank shall review any Solicitation Materials and notify Company of its decision with respect to such Solicitation Materials within a commercially reasonable period of time; provided, that for Solicitation Material less than [\*\*\*], Bank will reply within [\*\*\*] following Bank’s receipt of such Solicitation Materials. Bank may only reject the use of Solicitation Materials if Bank reasonably determines that such Solicitation Materials are likely to cause Bank or Company to violate Applicable Law. Company agrees that it will make any changes, on a prospective basis, in such terms, manner and conditions that the Bank deems reasonably necessary to comply with Applicable Law and Regulatory Authority guidance. In addition, Bank shall have the right to object to any Solicitation Materials that Bank believes will negatively affect Bank’s reputation, and Company agrees to consider such objection in good faith and to add a mutually agreed upon disclosure to address Bank’s specific reputational concerns. Notwithstanding the foregoing, it is expressly understood that Bank’s review and approval or rejection of the Solicitation Materials shall be for Bank’s own independent purposes and Bank’s approval of Solicitation Materials shall not constitute a certification to Company of any kind, other than to grant Company permission to use such Solicitation Materials pursuant to this Section 3.1(b). It is further understood that Bank shall have the right to withdraw approval of any previously approved Solicitation Material in the event of a change in Applicable Law or court decision related to the Solicitation Materials that adversely reflects on the Solicitation Materials or upon written or verbal direction of any Regulatory Authority with supervisory authority over Bank or the Solicitation Materials. Bank and Company shall cooperate to ensure that all Solicitation Materials comply with all applicable payment card network (e.g., Visa, Mastercard, etc.) guidelines, policies and rules.

**3.2 Bank Secrecy Act Compliance.** Company will reasonably cooperate with Bank, as mutually agreed by the Parties, in the implementation of Bank’s anti-money laundering and anti-terrorism financing compliance program (as modified from time to time, the “AML Program”) in accordance with Applicable Law, including in connection with Bank’s implementation of such commercially reasonable policies and procedures, and modifications to the Program, that may be required by Applicable Law. Company will reasonably cooperate with Bank, as mutually agreed by the Parties, in the implementation of measures to allow Bank to verify the identity of all T-Mobile Customers and prospective T-Mobile Customers consistent with Applicable Law.

**3.3 Program and Compliance Training.** Company shall, or shall permit Bank to, train representatives of Company that will be involved in the marketing, promotion, or implementation of the Program. The Parties agree that the training shall be conducted

periodically as mutually agreed by the Parties, [\*\*\*].

### 3.4 Recordkeeping; Reporting; and Audit Rights.

(a) Bank will keep and maintain complete records reflecting the identity of each T-Mobile Customer and the steps taken to verify the identity of each T-Mobile Customer, if verification is required under Applicable Law or this Agreement. With respect to each T-Mobile Customer Account, Bank shall retain all required records for the time period required by Applicable Law and shall retain records for no less than five (5) years after the closure of a T-Mobile Customer Account or the termination of this Agreement, whichever is earlier.

(b) [\*\*\*]

(ii) Each Party reserves the right, at its own expense to inspect, copy and audit the other Party, including any records of the other Party directly relating to the other Party's performance hereunder, including Company's right to perform technology assessments on Bank's technology architecture and to provide input to Bank in connection therewith. Any such audit will be conducted at mutually agreed upon times, upon reasonable prior written notice (but in no event on, less than thirty (30) business days' written notice), and in a manner designed to minimize any disruption to the other Party's normal business activities; provided, however, that in agreeing to times for the audit, the other Party shall be reasonable in scheduling the audit. The Parties shall reasonably cooperate and accommodate each other in connection with audit requests. The Parties agree that the audit rights hereunder will be exercised during normal business hours and no more than once in any twelve (12) month period, except that a Party shall be entitled to additional audits (but in no event more frequently than quarterly) if: (i) critical issues were identified in a previous audit (including any non-compliance with this Agreement); (ii) there is a material change to the business or financial condition of either Party; or (iii) there is a material increase in regulatory scrutiny of Bank or the Program. The Parties agree that upon the occurrence of (i), (ii) or (iii), the Parties will provide reasonable updates in connection with such issues. If a Party is entitled to conduct such additional audits pursuant to (i), (ii) or (iii) and such additional audits relate solely to a contractual issue between the Parties, the reasonable cost of such additional audits shall be borne by Bank; provided, that, Company shall not conduct an additional audit if (w) the additional audit relates to regulatory issues at Bank, (x) a Regulatory Authority is auditing Bank in connection with such regulatory issues for which Company is entitled to conduct the additional audit (such audit, a “Regulatory Audit”), (y) Bank is permitted to and does provide Company with information in connection with the Regulatory Audit, and (z) Bank keeps Company reasonably apprised of the developments in connection with the Regulatory Audit through the conclusion of such Regulatory Audit. Each Party may engage a third party to conduct an audit of the other Party in accordance with this Section 3.4(c); provided, that the Party electing to engage a third party to conduct such an audit shall

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ensure that an audit report is prepared by the third party and a copy of the audit report is made available to the audited Party.

**3.5** Account Marketing Locations.

- (a) Accounts may be marketed by Company [\*\*\*].
- (b) [\*\*\*]

**3.6** Company will work with Bank to develop and refine certain financial products and services, as well as technology enhancements, in connection with the Program.

**3.7** [\*\*\*]

**3.8** [\*\*\*]

**3.9** Company agrees that any branding, notices or statements that are required by Applicable Law shall include the name or trademark of the Bank.

**3.10** [\*\*\*]

**4. REPRESENTATIONS AND WARRANTIES OF COMPANY**

**4.1** Representations and Warranties. Company represents and warrants to Bank as follows:

(a) This Agreement is valid, binding and enforceable against Company in accordance with its terms, except as such enforceability may be limited by laws governing creditors' rights and general principles of equity.

(b) Company is a corporation duly formed, validly existing and in good standing under the laws of the State of Delaware and is duly qualified and is properly licensed to do business in each jurisdiction in which the nature of Company's activities makes such authorization or licensure necessary. Neither the execution of this Agreement nor Company's performance of its obligations hereunder requires any consent, authorization, approval, notice to, license, or other action by or in respect of, or filing with, any third party or any Regulatory Authority.

(c) Company has the full power and authority to execute and deliver this Agreement and to perform all of its obligations under this Agreement. The provisions of this Agreement

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and the performance by Company of its obligations under this Agreement are not in conflict with Company’s documents of formation or operation, or any other agreement, contract, lease or obligation to which Company is a party or by which it is bound.

(d) Company has not been subject to the following, in each case, that would materially adversely affect Company’s ability to exercise its rights or perform its obligations hereunder:

- (i) any criminal conviction (except minor traffic offenses and other petty offenses) in the United States of America or in any foreign country;
- (ii) any federal or state tax lien, or any foreign tax lien;
- (iii) any administrative or enforcement proceedings commenced by the Securities and Exchange Commission, any state securities regulatory authority, the Federal Trade Commission, federal or state bank regulator, or any other state or federal regulatory agency in the United States or in any other country; or
- (iv) any restraining order, decree, injunction, or judgment in any proceeding or lawsuit, alleging fraud or deceptive practice on the part of Company.

(e) There is not pending or threatened against Company any litigation or proceeding, judicial, tax or administrative, the outcome of which might materially adversely affect the ability of the Company to perform its obligations hereunder.

## 5. COVENANTS OF COMPANY

**5.1 Covenants.** Company covenants and agrees with Bank as follows:

- (a) Company will perform its obligations under this Agreement in accordance with Applicable Law.
- (b) Subject to Section 8.1(b), Company will obtain and maintain appropriate licenses with respect to any trademarks and copyrights required for Company in connection with this Agreement.
- (c) [\*\*\*].
- (d) Company will not, without Bank’s prior written consent, outsource or otherwise subcontract with third parties for the provision of any of its material obligations (each, a “Material Subcontractor”) in connection with the delivery of the T-Mobile Financial Services. Bank shall have the right to conduct due diligence on a Material Subcontractor at Bank’s reasonable discretion. Bank’s review and approval of a Material Subcontractor shall not be

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unreasonably withheld, conditioned or delayed; provided, that, in any case, Bank shall review and approve or reject a Material Subcontractor within fourteen (14) days. However, any such consent of assignment of Company’s obligations hereunder shall not release Company of its obligations to Bank under this Agreement, and Company shall remain fully liable to Bank for any breach of this Agreement caused by a subcontractor or third party retained by Company. [\*\*\*]. If a dispute arises in connection with the designation of a third- party service provider as a Material Subcontractor, the Parties agree that the dispute shall be referred to the Joint Governance Committee for resolution and, if the Joint Governance Committee is unable to resolve the issue, the dispute shall be referred to the Advisory Board for resolution in accordance with Section 15.4(c); provided, that, Company may use the third-party service provider during the Joint Governance Committee’s and Advisory Board’s consideration of the issue. At Bank’s request, Company shall provide, at least once annually, a list of all Material Subcontractors utilized by Company in connection with this Agreement.

(e) Company agrees that any Regulatory Authority with supervisory authority over Bank (an “ Auditing Party ”) shall have the right, consistent with the Regulatory Authority’s customary practices and procedures for the review of third-party relationships, [\*\*\*]. Such audit, inspection or examination shall be at Bank’s sole expense (including any costs and expenses incurred by Company in connection with such audit, inspection or examination), during regular business hours of Company, on reasonable notice, and conducted in a manner so as to not interfere with Company’s normal business operations.

(f) Bank and Company will reasonably cooperate in the implementation of commercially reasonable measures designed to meet the objectives of the security and confidentiality guidelines published by various Regulatory Authorities that are applicable to Bank and the Program including, but not limited to, the implementation of appropriate policies, procedures, and other measures designed to protect against unauthorized access to or use of customer information maintained by Company in connection with the Program that could result in substantial harm or inconvenience to any T-Mobile Customer and the proper disposal of T- Mobile Customer information in connection with the Program. Company shall further cooperate with Bank in implementing a response program in connection with the Program which may require Company to take commercially reasonable actions to address incidents of unauthorized access to T-Mobile Customer Accounts or other information, including notification to Bank and T-Mobile Customers as soon as possible following any such incident. Company shall ensure that, to the extent any third-party service provider engaged by Company has access to T-Mobile Customer Account information, such third-party service provider shall

be obligated to safeguard such information to the same extent as Company.

(g) [\*\*\*]

## **6. DUTIES OF BANK**

**6.1** Bank shall administer the Program and provide the T-Mobile Financial Services in accordance with this Agreement (including Exhibit D). Bank shall use commercially reasonable efforts to [\*\*\*]. The Parties acknowledge that the offering of the Program in [\*\*\*] is subject to regulatory approval, provided, that Bank shall use best efforts to obtain such regulatory approval. The Launch Date shall be adjusted to the extent Company requests changes to the Program which result in implementation delays. For purposes of clarity, Exhibit D hereto sets forth the financial products and services that Bank must provide in connection with the Program and the terms and conditions applicable to the provision of such products and services.

**6.2** In addition to Bank's other duties and obligations under this Agreement, Bank shall be responsible for developing and maintaining the technology and operations in connection with the Program and for delivering the T-Mobile Financial Services and Cards, and shall bear all responsibility for and pay all normal expenses of the operations, except as otherwise described in this Agreement.

## **7. REPRESENTATIONS AND WARRANTIES OF BANK**

**7.1** Representations and Warranties. Bank represents and warrants to Company as follows:

(a) This Agreement is valid, binding and enforceable against Bank in accordance with its terms, except as such enforceability may be limited by laws governing creditors' rights and general principles of equity.

(b) Bank is a state bank, validly chartered and in good standing under the laws of the Commonwealth of Pennsylvania, and is duly qualified and is properly licensed to do business in each jurisdiction in which the nature of Bank's activities, including in connection with this Program, makes such authorization or licensure necessary. Neither the execution of this Agreement nor Bank's performance of its obligations hereunder requires any consent, authorization, approval, notice to, license, or other action by or in respect of, or filing with, any third party or any Regulatory Authority.

(c) Bank has the full power and authority to execute and deliver this Agreement and to perform all its obligations under this Agreement. The provisions of this Agreement and the

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performance by Bank of its obligations under this Agreement are not in conflict with Bank’s charter, bylaws or any other agreement, contract, lease or obligation to which Bank is a party or by which it is bound.

(d) Bank is not subject to any order, judgment, decree, or any other legal or regulatory action that could impede, impair, or prevent Bank from fulfilling all of its obligations under this Agreement.

(e) Neither Bank nor any principal of Bank has been subject to the following:

- (i) any criminal conviction (except minor traffic offenses and other petty offenses} in the United States of America or in any foreign country;
- (ii) any federal or state tax lien, or any foreign tax lien;
- (iii) any administrative or enforcement proceedings commenced by the Securities and Exchange Commission, any state securities regulatory authority, the Federal Trade Commission, federal or state bank regulator, or any other state or federal regulatory agency in the United States or in any other country; or
- (iv) any restraining order, decree, injunction, or judgment in any proceeding or lawsuit, alleging fraud or deceptive practice on the part of Bank or any principal thereof.

(f) There is not pending or threatened against Bank any litigation or proceeding, judicial, tax or administrative, the outcome of which might materially adversely affect the continuing operations of Bank.

(g) As of the date of this Agreement, Bank qualifies for the small issuer exemption pursuant to 12 C.F.R. § 235.5(a) (as modified or amended from time to time, the “Durbin Exemption”) and Card activity in connection with the Program is not subject to the cap on interchange fees pursuant to 12 C.F.R. § 235.3, (as modified or amended from time to time, the “Interchange Fee Limits”).

## 8. COVENANTS OF BANK

**8.1** Covenants. Bank covenants and agrees with Company as follows:

- (a) Bank will perform its obligations under this Agreement in accordance with Applicable Law.
- (b) [\*\*\*].
- (c) Bank will obtain and maintain appropriate licenses with respect to any

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trademarks, copyrights and patents required or reasonably necessary for Bank in connection with this Agreement.

(d) To the extent permitted by Applicable Law, Bank will promptly give written notice to Company of any material change in the business operations (including Bank’s compliance programs) or condition, financial or otherwise, of Bank if such material change is reasonably likely to affect Bank’s ability to perform its obligations hereunder.

(e) In the event Bank receives notice of a complaint regarding the Program from any third party, including any state or federal regulator, consumer protection or advocacy agency, or other similar party, Bank shall, subject to any restrictions or provisions of Applicable Law and any obligation to maintain the confidentiality of such complaint or communication, promptly forward such complaint to Company and shall review, investigate, and resolve such complaint.

(f) Bank will, to the extent permitted by Applicable Law, promptly notify Company upon becoming aware of (i) any formal regulatory investigation, regulatory inquiry, enforcement action, or the like involving Bank or in connection with the Program (provided that the foregoing shall not apply to any informal regulatory discussions or informal audits conducted in the ordinary course of Bank’s business), or (ii) any order, judgment, decree, or any other legal or regulatory action that could affect the Program, and Bank will provide, to the extent permitted by Applicable Law and upon Company’s reasonable request, any information and materials requested by Company in connection therewith.

(g) Bank will make available, at least once annually, a reasonable summary of the Bank’s risk assessments in connection with the Program and will give Company the option, at least once annually, to review the risk assessments in their entirety at the Bank’s offices.

(h) Bank will not, without providing at least ninety (90) days’ prior written notice to Company, outsource or otherwise subcontract with third parties for the provision of any of its obligations under this Agreement. Company shall have the right to conduct due diligence on all new third-party service providers at its reasonable discretion prior to Bank’s use of any third-party service provider in connection with this Agreement. Notwithstanding anything to the contrary, Bank’s use of any third-party service provider to perform any of Bank’s obligations under this Agreement shall not release Bank of its obligations to Company under this Agreement, and Bank shall remain fully liable to Company for any breach of this Agreement caused by any third-party service provider retained by Bank. Notwithstanding anything to the contrary, Company hereby approves the third-party service providers set forth on Schedule 8.1(i)(h).

(i) Bank will implement commercially reasonable measures designed to meet the objectives of the security and confidentiality guidelines published by various Regulatory Authorities relevant to the Program, including, but not limited to, the implementation of appropriate policies, procedures, and other measures designed to protect against unauthorized access to or use of customer information maintained by Bank in connection with the Program that could result in substantial harm or inconvenience to any T-Mobile Customer and the proper disposal of T-Mobile Customer information in connection with the Program. Bank shall further implement a response program in connection with the Program consistent with the requirements



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of its Regulatory Authority, including, without limitation, notification to Company and affected T-Mobile Customers as soon as reasonably possible following any such incident. Bank shall ensure that any third-party service provider having access to T-Mobile Customer information is obligated to cooperate in the implementation of similar security measures and response programs.

(j) Bank will, at all times, comply with the obligations set forth in Exhibit J [Security Safeguards, Company Information, and Cardholder Information] hereto. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of Exhibit J with respect to the subject matter thereof, the terms and conditions set forth in Exhibit J shall control.

(k) Bank shall, while this Agreement is in effect, prepare and maintain disaster recovery, business resumption, and contingency plans in connection with the Program consistent with the requirements of its Regulatory Authority. Bank shall periodically test such disaster recovery, business resumption, and contingency plans as may be appropriate and prudent in light of the nature and scope of the activities and operations of Bank and its obligations hereunder and shall promptly provide Company with a summary of the results of any such tests.

(l) If, at any time during the Term, Bank no longer qualifies for the Durbin Exemption, Bank will use best efforts to consummate a transaction pursuant to which a financial institution that qualifies for the Durbin Exemption (the “Durbin-Exempt Bank”) will become the holder of the T-Mobile Customer Accounts and the issuer of Cards in connection with the Program; provided, that (i) the Durbin-Exempt Bank shall be reasonably acceptable to Company, (ii) the transition of the T-Mobile Customer Accounts to the Durbin-Exempt Bank shall not have any adverse impact on T-Mobile Customers, as determined by Company in its reasonable discretion; and (iii) Bank shall ensure that all of Bank’s obligations under this Agreement will continue to be honored in accordance with the terms of this Agreement without modification hereof. Notwithstanding the foregoing, any transaction with, or assignment to, a Durbin-Exempt Bank that is announced prior to the Beta Launch Date shall not require Company’s approval or consent as described in this Section 8.1(l)(i)-(ii). If Bank is unable to consummate such a transaction, then, notwithstanding anything to the contrary in this Agreement: (i) Bank will continue to operate and administer the Program and satisfy all of its obligations under this Agreement in accordance with the terms of this Agreement; and (ii) Bank will pay to Company, on a monthly basis, one-hundred percent (100%) of Net Interchange Fees for Card activity in connection with the Program during the period in which Bank is not eligible for the Durbin Exemption.

(m) Subject to Company’s input and approval with respect to (i) the structure of the Program and the Sale Option, (ii) the financial institution that will hold the T-Mobile Customer Accounts and any deposits received by Bank for T-Mobile Customer Accounts, and (iii) any other term or condition Company deems relevant, [\*\*\*].

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(n) In the event of any Supervisory Objection, Bank will promptly notify Company in writing of such Supervisory Objection (the “Supervisory Objection Notice”) and such Supervisory Objection Notice will describe, in sufficient detail, the nature of the Supervisory Objection and the extent to which the Supervisory Objection could affect the Program. In the case of a written Supervisory Objection, Bank shall provide the Supervisory Objection Notice along with a copy of the written Supervisory Objection, except as prohibited by Applicable Law. Prior to implementing any change to the Program in connection with any Supervisory Objection, Bank shall use best efforts to meet and work with Company to resolve the Supervisory Objection by way of a mutually agreed-upon solution. Except as prohibited by Applicable Law, Bank shall provide Company with any information reasonably requested by Company in connection with any Supervisory Objection. In the event any Supervisory Objection directing Bank to terminate this Agreement is not in writing, Bank agrees to request, and use reasonable efforts to obtain, a written Supervisory Objection and to provide such written Supervisory Objection to Company. If Bank is unable to obtain a written Supervisory Objection directing Bank to terminate this Agreement, then Bank will use best efforts to facilitate a meeting among the Regulatory Authority and Bank to discuss the oral Supervisory Objection directing Bank to terminate this Agreement. If Bank is unable to (i) obtain a written Supervisory Objection and to provide such Supervisory Objection to Company or (ii) facilitate a meeting among the Regulatory Authority and Bank, then Bank shall provide an official letter from Bank’s board of directors that represents and warrants that Bank is subject to a Supervisory Objection that requires Bank to terminate this Agreement and that describes such Supervisory Objection in sufficient detail. Notwithstanding the foregoing, in no event shall Bank be required to provide documentation or information to the extent prohibited by Applicable Law.

(o) Within thirty (30) days following the execution of this Agreement, Bank will complete Company’s information technology risk assessment. Bank will remediate any issue(s) identified in the information technology risk assessment to Company’s satisfaction prior to the Beta Launch Date; provided, that if Bank fails to remediate any such issue(s) to Company’s satisfaction prior to the Beta Launch Date, Company may terminate this Agreement.

## **9. PROGRAM REVENUES AND COMPENSATION**

**9.1 Program Revenues.** Each Party will be entitled to and responsible for those fees and charges as set forth in Exhibit B hereto [Fee Schedule]. Except for those fees expressly set forth in this Agreement (including Exhibit B), Bank shall not impose any other fees on Company in connection with this Agreement. The Parties acknowledge and agree that the [\*\*\*]. At any time, if Bank and Company agree upon additional services from Bank, the Parties will negotiate in good faith to determine the pricing for such additional services. Company shall be entitled to compensation as set forth on Exhibit

A hereto.

**9.2 Implementation Fee.** Company agrees to pay a fee in the amount of [\*\*\*] to Bank for the development, design, and creation of the Program (the “Implementation Fee”). The Implementation Fee shall be paid in increments according to the following schedule: [\*\*\*].

**9.3 Program Fees.** Bank shall maintain fees for the Program that are, in the aggregate, at or below industry standards relative to private-label banking programs administered by other banks. Bank agrees that, at all times, the fees imposed on Company in connection with the Program (including, without limitation, the fees set forth on Exhibit B), shall, in the aggregate, be at least as favorable to Company as the fees charged by Bank in connection with any other private-label banking program administered by Bank. Bank shall, at least once annually at the expense of Bank, engage a qualified, mutually agreed upon third party (the “Fee Auditor”) to review and compare the fees charged by Bank in connection with the Program (including, without limitation, the fees set forth on Exhibit B) with the fees imposed by banks, generally, in connection with administering private-label banking programs (the “Fee Audit”). Bank shall cause the Fee Auditor to prepare a report that details the Fee Auditor’s findings (the “Fee Audit Report”) and to provide a copy of the Fee Audit Report to Company within thirty (30) days of completing the Fee Audit. If the Fee Audit Report indicates that Bank is imposing fees on Company in connection with the Program in the aggregate in excess of fees imposed by other banks in connection with private-label banking programs, then Bank shall formulate a plan for Bank to satisfy its obligations under this Section 9.3, which plan shall be subject to Company’s approval.

**9.4 Fees Payable to Bank.** Company will remit all undisputed fees to Bank within sixty (60) days after an invoice is uploaded into Company’s accounts payable system (the “Invoice Receipt Date”). Bank agrees that Bank waives any rights to any Charges payable under this Agreement that are not invoiced by Bank to Company within one-hundred eighty (180) days after the provision of services.

(a) Company will notify Bank of any disputed fees in writing. Bank and Company will attempt in good faith to resolve any disputed amounts. If Company agrees to pay all or a portion of a disputed amount, Bank will re-invoice that amount. Company will pay all such re- invoiced amounts to Bank within sixty (60) days after the reissued invoice is uploaded into Company’s accounts payable system. For the avoidance of doubt, the date on which any re- issued invoice uploaded into Company’s accounts payable system will be deemed to be the Invoice Receipt Date.

(b) All invoices will follow Company’s invoicing standards. At a minimum, each invoice issued by Bank to Company must be in a form and content reasonably acceptable to Company and meet the requirements in this Agreement. Each invoice must contain details describing the basis for the requested payment, including a description of the services performed and such other details as may be reasonably necessary to explain the charges in the

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invoice. Bank will furnish such receipts, documents and other supporting materials as Company reasonably may request to verify the charges set forth in any invoice. Bank agrees that any terms or conditions included on the invoice that are in conflict with this Agreement are null and void.

(c) Electronic Payments. Company will issue all payments to Bank via ACH through Company’s electronic payment system. Bank will enroll in Company’s electronic payment system in order to receive payments. Bank will provide a point of contact and follow enrollment instructions provided by Company to enroll in the electronic payment system.

**9.5** Fees Payable to T-Mobile. Bank will remit all amounts to Company via ACH on a monthly basis as described in Exhibit A within fifteen (15) days of issuing the monthly report.

**10. TERM OF AGREEMENT; TERMINATION; TRANSITION OF T-MOBILE CUSTOMERS; EXCLUSIVITY**

**10.1** Initial Term and Renewal Terms. The term of this Agreement shall commence as of the Effective Date, and shall continue for a period of three (3) years (the “Initial Term”), unless terminated earlier in accordance with this Agreement. Company may extend this Agreement for an additional two-year (2-year) period (the “Renewal Term”) by providing written notice to Bank prior to the end of the Initial Term. The Initial Term and the Renewal Term may be referred to herein as the “Term.”

**10.2** Termination of Agreement.

(a) Generally. In addition to any other termination rights under this Agreement, this Agreement may be terminated as follows:

- (i) At any time, upon the mutual written consent of the Parties;
- (ii) By either Party, upon written notice, in the event of a material breach of this Agreement by the other Party if the breaching Party fails to cure such material breach within thirty (30) days following written notice from the non-breaching Party that specifies the nature and circumstances of the material breach;
- (iii) By Bank, upon one-hundred eighty (180) days’ prior written notice (or such shorter period as required by a Regulatory Authority) and subject to Section 8.1(n), in the event of a Supervisory Objection that requires Bank to terminate this Agreement;
- (iv) By Company, upon written notice, if Bank fails to use best efforts to maintain a product approval (net of service-related commitments not tied to product) and/or review ratings [\*\*\*] in the various application stores [\*\*\*] (the “Minimum Service Approval Rating”) during the Term;
- (v) By Company, upon written notice, if Bank fails to maintain the Minimum

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Service Approval Rating of [\*\*\*] in any application store [\*\*\*] during the Term;

- (vi) By Company, upon written notice, if Bank fails to deliver the agreed-upon products, services, features, and functionality outlined in Exhibit F within the timeline established therein;
- (vii) By Company, upon written notice, if Company does not approve the acceptance testing of the Beta Version due to any disagreement between the Parties in connection with the products and features in the Program and Bank fails, within sixty (60) days after receiving the Rejection Notice from Company rejecting the acceptance testing of the Beta Version due to such disagreement, to remedy any issues identified in Company’s Rejection Notice to Bank; and
- (viii) By Company, upon written notice, if the Program is or becomes unprofitable for Company, based on sufficient documentation provided by Company, during [\*\*\*]; provided, that Company may not exercise this termination right until [\*\*\*] of this Agreement.

(b) Brokered Deposits Durbin Exemption. In addition to any other termination right under this Agreement, either of Company or Bank may terminate this Agreement in accordance with this Section 10.2(b) if the FDIC determines that the T-Mobile Customer Accounts constitute Brokered Deposits or if Bank, at any time during the Term, no longer qualifies for the Durbin Exemption and fails to consummate a transaction as contemplated by and in accordance with Section 8.1(l) or assign this Agreement to a Durbin-Exempt Bank subject to and in accordance with Section 15.12 and Section 8.1(l), respectively; provided, that (i) neither Party may exercise its right to terminate this Agreement pursuant to this Section 10.2(b) before July 1, 2018, and (ii) if either Party exercises its right to terminate this Agreement pursuant to this Section 10.2(b), then, notwithstanding anything to the contrary in this Agreement, Bank shall perform its obligations under this Agreement in accordance with the terms of this Agreement through June 30, 2019 (the “Modified Transition Assistance Period”). In the case of either of the foregoing, Company shall have the right to the Sale Option.

**10.3** The Parties agree that, notwithstanding anything to the contrary in this Agreement, any wind-down and/or de-conversion costs (collectively, the “Wind-Down Costs”) in connection with any termination of this Agreement shall be borne by [\*\*\*].

**10.4 Obligations upon Termination.**

(a) Transition Period and Assistance. Upon expiration or termination of this Agreement for any reason, [\*\*\*], Bank shall continue to perform its obligations under this Agreement for a period not to exceed twelve (12) months (or 18 months in the event of a termination by Company pursuant to Section 10.2(a)(ii)) of the expiration or termination date (the “Transition Assistance Period”); provided, that, Company may elect, in its sole discretion, to end the Transition Assistance Period at any time after one-hundred eighty (180) days. Notwithstanding anything to the contrary, if Bank is directed, pursuant to a Supervisory Objection, to terminate this Agreement, Bank shall use commercially reasonable efforts and work in good faith with Company and with the Regulatory Authority that issued the Supervisory Objection that directed Bank to terminate this Agreement to provide Transition Assistance Services (as defined below) as mutually agreed by the Parties and as permitted by the Regulatory Authority. During the Transition Assistance Period, Bank shall continue to perform its obligations under this Agreement in accordance with the terms and conditions specified herein and shall provide any and all assistance reasonably requested by Company to transition the Program to a Successor Institution pursuant to the Sale Option without degrading or interfering with (i) the Program, (ii) any of the services provided by Bank hereunder, or (iii) the business, operations, or systems of Company, including, without limitation: (1) any data migration to Company or Successor Institution with Regulatory Authority approval at Company’s option; and (2) any other commercially reasonable transition assistance services as are reasonably requested by Company (collectively, the “Transition Assistance Services”). For the avoidance of doubt, Bank shall provide the Transition Assistance Services in accordance with this paragraph without regard to the reason for the termination of this Agreement and the Term of this Agreement shall not be deemed to have expired or terminated until the Transition Assistance Services have been completed; provided, that, Company shall not be subject to any minimum fees or similar financial obligations during any Transition Assistance Period. The Transition Assistance Services shall be provided as part of the Program at the rates specified herein; [\*\*\*].

(b) Upon termination of this Agreement:

- (i) any undisputed amounts due and owing from one Party to the other Party shall be promptly paid in full; and
- (ii) each Party shall return, upon the other Party’s request, any and all property of the other Party (including, without limitation, any Confidential Information, software, and other property of the other Party; and
- (iii) any T-Mobile Customer Accounts opened during the Term shall remain with Bank, unless Company exercises the Sale Option.

(c) Bank shall retain all records and documentation related to the Program (including

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T-Mobile Customers) in a form that is reasonably retrievable for a period of five (5) years after the closure of any T-Mobile Customer Account, or the termination of this Agreement (whichever is earlier). The Parties agree to cooperate with one another to make such records and documentation available as may be required to comply with Applicable Law, or to respond to customer inquiries, legal requests (such as a subpoena), audits, or regulatory examination requests.

**10.5** Transition of T-Mobile Customers.

(a) Upon review and discussion, the Parties acknowledge and agree that it is in the best interest of T-Mobile Customers to ensure that the T-Mobile Financial Services offered in connection with the Program maintain the value proposition offered to T-Mobile Customers in the event of the expiration or termination of this Agreement. Bank, as the financial institution that will hold the T-Mobile Customer Accounts during the Term, hereby expresses its desire to transition such T-Mobile Customer Accounts upon the expiration or termination of this Agreement and hereby agrees [\*\*] T-Mobile Customer Accounts upon such expiration or termination; provided, that, [\*\*] after such expiration or termination, Bank will offer Company the right of first refusal to purchase the T-Mobile Customer Accounts or to facilitate the purchase of the T-Mobile Customer Accounts to a qualified successor financial institution designated by Company (the "Successor Institution"), in each case, for [\*\*] of such T-Mobile Customer Accounts, which shall be determined in accordance with Section 10.5(b) (the "Sale Option"). If Company does not accept the Sale Option, Bank may sell the T-Mobile Customer Accounts to any financial institution. If Company accepts the Sale Option, Company shall: (1) provide written notice to Bank [\*\*] following receipt of the Sale Option (the "Sale Option Notice"); (2) execute, or facilitate the execution of, an agreement for the purchase of the T-Mobile Customer Accounts [\*\*] following the delivery of the Sale Option Notice to Bank; and (3) provide, or cause the Successor Institution to provide, Bank with a detailed outline of its intentions in connection with the T-Mobile Customer Accounts, including, as applicable, the identity of the Successor Institution, the procedures for the transition of the T-Mobile Customer Accounts, and any other information reasonably requested by Bank that is necessary to facilitate the Sale Option. The Parties agree that the Sale Option shall be contingent upon the execution of an agreement that sets forth the mutually agreed to terms and conditions of the Sale Option.

(b) The sale price will be equal to [\*\*]

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[\*\*\*]. Subject to the receipt of all necessary approvals from any Regulatory Authority, Bank agrees to transition the T-Mobile Customer Accounts to Company or the Successor Institution, as applicable, within [\*\*\*] after closing of the Sale Option.

(c) If Company elects to accept the Sale Option and the T-Mobile Customer Accounts are transitioned to Company or the Successor Institution, as applicable, [\*\*\*]. If Company accepts the Sale Option within the time period provided under Paragraph 10.5(a), the Term of this Agreement shall be extended and the Parties shall remain in compliance with all provisions of this Agreement, including the timely payment of all other fees and sums called for under this Agreement, through the date that the T-Mobile Customer Accounts are transitioned to Company or the Successor Institution, as applicable; provided, that Company shall not be subject to any minimum fee or similar commitments following the effective date of any expiration or termination of this Agreement. Company or the Successor Institution will be responsible for obtaining any necessary approvals from any Regulatory Authority.

**10.6 Exclusivity and Cross-Marketing.** Bank agrees that, for the duration of the Term, (i) Bank shall not offer any financial products or services that are substantially similar to the T-Mobile Financial Services to any other Mobile Network Operator in the United States, and (ii) Bank shall not target any T-Mobile Customers using any T-Mobile Customer or Company customer list(s) or any data from or about the Program for the purpose of marketing or selling any financial product or service, other than the T-Mobile Financial Services, to any such T-Mobile Customer. Company agrees that, for the duration of the Term, Company shall not offer a consumer-facing demand deposit account with any other financial institution. The provisions of this Section 10.6 shall not apply during any Termination Assistance Period.

## 11. CONFIDENTIALITY

**11.1 Confidential Information.** The term “Confidential Information” shall mean this Agreement and any and all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which (a) a Party discloses in writing, orally, or visually (the “Discloser”) to the other Party (the “Recipient”) or to which the Recipient obtains access in connection with the negotiation of this Agreement or the exercise of its rights or performance of its obligations hereunder, and which (b) relates to (i) the Discloser’s business or business practices, (ii) the Discloser’s customers and/or associates, or (iii) consumers who have made Sensitive Customer Information available to Bank and/or Company. “Sensitive Customer



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Information” means “non-public personal information,” as defined in the Gramm-Leach-Bliley Act and its implementing regulations (the “GLBA”). Except as otherwise provided in Section 11 of this Agreement, Confidential Information may only be accessed, used, and disclosed by the Parties for the business purpose contained herein.

**11.2 Sensitive Customer Information.** Each Party acknowledges and agrees that it will protect, maintain, use, and disclose Sensitive Customer Information in accordance with this Agreement and in a manner that is not prohibited by Applicable Law. In addition to the other requirements set forth in Section 11 regarding Confidential Information, Sensitive Customer Information shall be subject to the additional restrictions set forth in this Section 11.2. The Recipient shall access, use, and disclose Sensitive Customer Information only for the purpose of exercising its rights and performing its obligations hereunder and shall disclose such Sensitive Customer Information only to its affiliates, employees, officers, agents, subcontractors, and third-party vendors (collectively, “Recipient Third Parties”) on a “need to know” basis and only to the extent such Recipient Third Parties are subject to obligations with respect to such Sensitive Customer Information that are no less restrictive than the obligations imposed on Recipient hereunder. The restrictions set forth herein shall apply during the Term and after the termination of this Agreement.

**11.3 Marketing Data.** Bank acknowledges and agrees that it will provide to Company, and Company may securely maintain, [\*\*\*]. Bank agrees that it will make any and all disclosures and obtain any and all consents, authorizations, and approvals from T-Mobile Customers required under Applicable Law for Company to exercise its rights and for Bank to perform its obligations hereunder.

**11.4 Compliance with Applicable Law.** The Parties shall comply with Applicable Law with respect to the use and disclosure of Sensitive Customer Information.

**11.5 Disclosure to Employees, Agents and Third Parties.** Each of the Parties, as a Recipient, hereby agrees on behalf of itself and Recipient Third Parties that Confidential Information will only be disclosed or made available to Recipient Third Parties on a “need to know basis” for a Party to exercise its rights and perform its obligations hereunder and only if such Recipient Third Parties are subject to confidentiality obligations with respect to such Confidential Information that are no less restrictive than the obligations imposed on the Recipient hereunder. Each of the Parties, as a Recipient, also may disclose Confidential Information as required by law; provided, that, prior to any disclosure of Confidential

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Information as required by law, the Recipient shall (i) notify the Discloser of any actual or threatened legal compulsion of disclosure and any actual legal obligation of disclosure immediately upon becoming so obligated, and (ii) cooperate with the Discloser’s reasonable, lawful efforts to resist, limit or delay disclosure.

**11.6** Return/Destruction of Materials. Upon the termination of this Agreement, or at any time upon the request of a Party, the other Party shall return or, at the requesting Party’s election, destroy all Confidential Information, including Sensitive Customer Information, in the possession of such Party or in the possession of any third party over which such Party has or may exercise control, except as otherwise provided in this Agreement or as required to meet record-retention requirements under Applicable Law; provided, that, Company shall be under no obligation to return or destroy Behavior Data.

**11.7** Exceptions. The obligations of confidentiality in this Section 11 shall not apply to any information which a Party rightfully has in its possession when disclosed to it by the other Party, information which a Party independently develops, information which is or becomes known to the public other than by breach of this Section 11 or information rightfully received by a Party from a third party without the obligation of confidentiality.

**11.8** The Parties acknowledge and agree that the same or similar information, including Confidential Information, may constitute Company data and Bank data and, to the extent such information is both Company data and Bank data, (i) Company shall retain its ownership and use rights in such Company data without restriction hereunder as to elements of Company data that are also elements of Bank data, and (ii) Bank shall retain its ownership and use rights in such Bank data without restriction hereunder as to elements of Bank data that are also elements of Company data; provided, that, notwithstanding anything to the contrary in this Agreement, Bank shall not use any data accessed, disclosed, obtained, or received in connection with the Program to market any financial products or services to T-Mobile Customers.

**11.9** Media Releases. All media releases by either Party regarding the Program shall be coordinated with and, subject to requirements of Applicable Law, approved by the other Party in writing prior to the release thereof, which approval will not be unreasonably withheld or delayed.

**11.10** Injunctive Relief. The Parties acknowledge that, in the event either Party breaches the terms of Section 11, the non-breaching Party shall be entitled to injunctive relief, in addition to any other remedies that may be available to it at law or under the terms of the Agreement.

## **12. INSURANCE**

**12.1** Required Insurance Coverage. Except as otherwise provided in Section 12.1(e), each Party shall, at its own cost and expense, obtain and maintain in full force and effect, with financially sound and reputable insurers having A.M. Best ratings of [\*\*\*] or better, insurance to cover such Party’s obligations under this Agreement. Upon execution of this Agreement and before the commencement of any services contemplated under the Agreement, each Party shall provide the other Party with a certificate of insurance or declaration page

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evidencing the following coverages and amounts with such insurers and naming the other Party as an additional insured:

(a) Commercial General Liability. Including products, completed operations liability and personal injury, contractual liability and broad form property damage liability coverage for damages to any property with a minimum combined single limit of [\*\*\*] per occurrence and [\*\*\*] general aggregate per location for bodily injury, death, property damage and personal injury.

(b) Business Automobile Coverage. Covering use of any owned, non-owned, and hired automobiles with a minimum combined single limit of [\*\*\*] per occurrence for bodily injury and property damage liability.

(c) Workers’ Compensation Coverage. Including occupational illness or disease coverage, or other similar social insurance in accordance with the laws of each State in which services are performed; and Employer’s Liability Insurance with a minimum limit of [\*\*\*] per occurrence.

(d) Umbrella/Excess Liability. Coverage with a minimum limit of [\*\*\*] to cover claims in excess of the coverage limits for Commercial General Liability, Employer’s Liability and Automobile Liability.

(e) Professional Liability/Errors and Omissions Insurance. Bank shall maintain professional liability/errors and omissions liability insurance applicable to Bank’s obligations hereunder for minimum limits of [\*\*\*] per claim and [\*\*\*]. If such coverage is written on a claims-made basis, then (i) the retroactive date must precede the obligations performed under this Agreement, and (ii) the coverage must continue through the purchase of an extended reporting period (or continuation of the existing coverage) for [\*\*\*] after termination of this Agreement.

(f) Bank’s Obligation to Maintain Cybersecurity Insurance Coverage. Bank, at all times, shall obtain and maintain cybersecurity and technology coverage for any liability arising from or related to the theft, dissemination, and/or use of Confidential Information and personal data stored or transmitted in electronic form and for any liability arising from or related to the introduction of a computer virus into, or otherwise causing damage to, any Company’s or any third party’s (including any T-Mobile Customer’s), computer systems, networks or similar computer-related property and the data, software, and programs stored thereon. The amount of coverage maintained by Bank, at all times, shall be [\*\*\*] in accordance with the table below:

[***]	[***]	[***]
Tier 1	[***]	[***]
Tier 2	[***]	[***]
Tier 3	[***]	[***]

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Tier 4	[***]	[***]
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[\*\*\*]. For the avoidance of doubt, Bank's failure to maintain coverage, at all times, in the amount required under this Section 12.1(f) shall be deemed to be a material breach of this Agreement.

If the coverage required under this Section 12.1(f) is written on a claims-made basis, then (i) the retroactive date must precede the obligations performed under this Agreement, and (ii) the coverage must continue through the purchase of an extended reporting period (or continuation of the existing coverage) for [\*\*\*] after termination of this Agreement.

**12.2 Additional Insurance Requirements.**

(a) Each Party shall cause its insurers or its representatives to issue certificates of insurance evidencing that the coverages under this Agreement are maintained in force, and each Party will provide not less than thirty (30) days written notice to the other Party prior to any cancellation of any of the policies.

(b) Each Party shall provide evidence of such policies of insurance to the other Party upon request.

(c) Nothing in this Section 12 will be construed as limiting either Party's liability to the other Party or to any third party.

(d) Each Party shall be named additional insured under the General Liability and Umbrella Liability.

**12.3 No Warranty.** No warranty is provided that the coverages and limits listed in this Section 12 are adequate to cover and protect the interests of either Party. These are solely minimums that have been set to protect the interests of the Parties. Each Party will be fully responsible for risk of loss of, and damage to, any building, equipment, software or other materials owned or leased by it and used in providing the services in the Agreement.

**13. LIMITATION OF LIABILITY**

**13.1 No Special Damages.** EXCEPT TO THE EXTENT SUCH DAMAGES ARISE OUT OF OR RELATE TO A PARTY'S (A) BREACH OF SECTIONS [\*\*\*], (B) A PARTY'S [\*\*\*], OR (C) A PARTY'S FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY BE

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LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF SUCH PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT.

**13.2** Disclaimers of Warranties. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE PARTIES SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MARKETABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES.

**13.3** Liabilities of Parties for Regulatory Claims. Each Party shall be liable to the other Party for any and all costs, expenses, liabilities, and losses, including, without limitation, the cost of investigation, the cost of litigation, and reasonable attorneys’ fees (collectively, “Losses”), in connection with any (a) claim, demand, or cause of action brought by or on behalf of any T-Mobile Customer as a result of the other Party’s failure to comply with Applicable Law, or (b) regulatory investigation conducted by any Regulatory Authority.

## **14. INTELLECTUAL PROPERTY**

**14.1** Each Party shall be the sole owner of all right, title, and interest in and to all such intellectual property owned by it immediately preceding the Effective Date and any intellectual property acquired, created, or developed by such Party independently of this Agreement after the Effective Date. For the purposes of clarity, Bank is the owner of all right, title, and interest in and to all intellectual property and proprietary rights in and to its banking system and related technology, including, but not limited to, its mobile and web-based applications, user interface (“Bank User Interface”), data systems, databases, financial and banking processes, and related systems and processes used and operated by Bank in connection with its online banking system for retail and commercial banking and financial services (collectively, “Bank FinTech”). Company shall not, nor assist any third party’s efforts to, modify, reverse engineer, disassemble, decrypt, decompile, make derivative works of, or attempt to discover or modify in any way the underlying source code or object code relating to Bank FinTech.

**14.2** As between the Parties, each Party, respectively, will be the sole and exclusive owner of all right, title, and interest in and to all intellectual property acquired from a third party or developed by or on behalf of such Party in connection with such Party exercising its rights or performing its obligations hereunder. Without limiting the foregoing, Company shall own all respective rights, title, and interest in and to any modification or customization of Bank’s User Interface, and any component thereof, created or developed by or on behalf of Company (including by Bank or any affiliate of Bank) with Bank’s authorization (the “Company Specific User Interface”), including, without limitation, any information architecture of the Company Specific User Interface, wireframes, and flows of the Company Specific User Interface, as well as the design (including the look and feel) of the Company Specific User Interface. For the

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purposes of clarity, Company acknowledges and agrees that it is acquiring ownership rights solely in and to the modifications and customizations made to the Bank User Interface that are embodied in the Company Specific User Interface, but not any ownership rights in the Bank User Interface. The Company Specific User Interface shall constitute a “work made for hire” under the U.S. Copyright Act of 1976 (17 U.S.C. §101 et seq. and any successor statute thereto), and the ownership of the Company Specific User Interface shall vest in Company at the time it is created. To the extent any rights, title, or interest in or to the Company Specific User Interface, including any intellectual property rights, may not vest automatically in Company, whether by operation of law or otherwise, Bank hereby irrevocably assigns and transfers to Company all right, title, and interest in and to the Company Specific User Interface, including any intellectual property rights therein. For the avoidance of doubt, Customer Specific User Interface shall not be considered to be jointly-owned intellectual property.

**14.3** Bank hereby grants to Company and its third-party service providers a revocable, non-transferable, non-sublicenseable, non-exclusive, worldwide, royalty-free license, during the Term and any Transition Assistance Period or Modified Transition Assistance Period, to all intellectual property it provides to Company, or to which it provides Company with access, solely for the purpose of using such intellectual property in connection with the Program and as necessary to exercise its rights and perform its obligations hereunder during the Term and any Transition Assistance Period or Modified Transition Assistance Period. Notwithstanding anything to the contrary, to the extent that the Company Specific User Interface relies on Bank intellectual property owned by Bank preceding the Effective Date or any intellectual property acquired, created, or developed by Bank independently of this Agreement after the Effective Date, Bank hereby grants to Company, under intellectual property rights owned or controlled by Bank or any Bank affiliate, an irrevocable, sublicenseable, exclusive, royalty-free, perpetual, worldwide right and license to such intellectual property, including to make use the Company Specific User Interface.

**14.4** The Parties shall not develop any intellectual property that will be deemed jointly- owned unless they have agreed, in advance and in writing, that such intellectual property writing will be jointly-owned. If, notwithstanding the foregoing, a “joint work of authorship” (as defined under the U.S. Copyright Act) or a “joint invention” (as defined under the U.S. Patent Act) arises in any jurisdiction in the absence of such a separate agreement, then each Party will have the right to use, license, and otherwise exploit such jointly-owned intellectual property without any restriction or obligation to account to the other Party; provided, however, that the foregoing shall not be construed as granting or conveying any right or licenses under any other intellectual property of the other Party even if necessary to use or otherwise exploit such jointly-owned intellectual property.

**14.5** Bank hereby grants to Company, its parents and affiliates, and its third-party service providers a revocable, non-transferrable, non-sublicenseable, non-exclusive, worldwide, royalty-free license, during the Term and any Transition Assistance Period or Modified Transition Assistance Period, to use, host, display, reproduce, and transmit the Bank Marks for the purpose of exercising its rights and performing its obligations hereunder solely in connection with the Program.

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**14.6** Company hereby grants to Bank (i) a limited, personal, revocable, non-exclusive, non-transferrable, non-sublicenseable, royalty-free sublicense, to use the DT Marks, and (ii) a limited, personal, revocable, non-exclusive, non-transferable, non-sublicenseable, royalty-free license to use the Company Marks, during the Term and any Transition Assistance Period or Modified Transition Assistance Period, in the United States, for the purpose of exercising its rights and performing its obligations hereunder solely in connection with the Program.

**14.7** Bank, Company, and DT shall retain all right, title, interest and ownership in and to their respective Marks. Neither Bank nor Company will challenge, nor assist any third party in challenging, any right, title or interest of the other Party or such Party’s licensors in their respective Marks, claim any right, title or interest in or to the other Party’s or such Party’s licensor’s Marks, or assert any interest in, or attempt to register or apply for registration of, any of the other Party’s or such Party’s licensor’s Marks or any confusingly similar variation of such Marks. Any use of Bank Marks by Company will inure to the benefit of Bank, and any use of Company Marks and DT Marks by Bank shall inure to the benefit of Company and DT, respectively. Except as provided herein, neither Party shall use the other Party’s Marks or such other Party’s licensor’s Marks, or any adaptation or variation of such Marks, in any manner whatsoever (including, without limitation, in any press releases, advertising, promotion or sales literature), without the prior written consent of the other Party. Neither Party will use the other Party’s Marks or such Party’s licensor’s Marks, or incorporate any such Marks, including any confusingly similar variation of such Marks, into any company or trade names, other marks, email addresses, gTLDs, domain names or URL strings, telephone numbers, Google AdWords (or other online paid search advertising tool), or social networking user names, “handles,” or hashtags. Each Party acknowledges that it is familiar with the high standards, quality, style and image of the other Party’s Marks or such other Party’s licensor’s Marks, and will use such Marks in a manner consistent with such uses. Neither Party will use the other Party’s Marks or such Party’s licensor’s Marks in any way that causes, or may cause, damage to the reputation, business or goodwill of the other Party or its licensors. Neither Party will do anything itself, or aid or assist any other person or entity to do anything that would, or could reasonably be expected to infringe, violate, tarnish, dilute, cause a loss of distinctiveness, harm, disparage, misuse or bring into disrepute the other Party’s Marks or such other Party’s licensor’s Marks, and/or do anything that would, or could reasonably be expected to damage the goodwill associated therewith. Each Party will meet and comply with all of the specifications and standards prescribed by the other Party or its licensors, including but not limited to (a) Bank’s standards (as set forth in Exhibit 14.7), and (b) Company’s Marks Rules (available at <http://www.t-mobile.com/marksrules/>) and brand guidelines. On ten (10) days written notice, either Party may require the other Party to provide a sampling of goods and media bearing the such other Party’s Marks or such Party’s licensor’s Marks to determine the manner in which such Marks are used and the nature and quality of the goods and services with which such Marks are used. To the extent a Party determines that any use of its Marks by the other Party is inconsistent with the terms and conditions of this Section 14.7, then such Party may provide written notice of such inconsistency to the other Party and the Parties will work in good faith to address the issue giving rise to such written notice within a commercially reasonable period of time. Notwithstanding anything to the contrary, Company shall maintain all right and title to, and ownership in and of, all branding used in connection with the Program (except for Banks Marks).

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**14.8** Notwithstanding anything to the contrary, Company shall maintain all right and title to, and ownership in and of, all branding used in connection with the Program (except for Bank Marks).

**14.9** All rights not expressly granted hereunder are reserved by the owner of such rights, and the reserved rights shall remain the exclusive property of such owner.

## **15. GENERAL PROVISIONS**

### **15.1 Indemnification.**

(a) Company shall indemnify and hold harmless Bank, its parent, subsidiaries and affiliates and their respective officers, directors, employees and permitted assigns (as applicable, the “Bank Indemnified Party”), from and against any direct damages, costs, expenses, or liabilities arising from or related to any legal action, claim, demand, proceeding, order, suit, or cause of action (collectively, any “Claim”) brought against any Bank Indemnified Party by any third party in connection with: (i) Company’s breach of any representation, warranty, or covenant of this Agreement or any agreement between Company and a T-Mobile Customer in connection with the Program; (ii) Company’s breach of any of its obligations under this Agreement; (iii) Company’s negligence, willful misconduct, or bad faith; or (iv) [\*\*\*].

(b) Bank shall indemnify and hold harmless Company and its parent, subsidiaries and affiliates, and their respective officers, directors, employees, and permitted assigns (as applicable, a “Company Indemnified Party”), from and against any direct damages, costs, expenses, or liabilities incurred by a Company Indemnified Party arising from or related to any Claim brought against any Company Indemnified Party by any third party in connection with Program, including, without limitation: (i) Bank’s breach of any representation, warranty, or covenant of this Agreement, (ii) Bank’s breach of any of its obligations under this Agreement or under any agreement between Bank and a T-Mobile Customer; (iii) Bank’s negligence, willful misconduct, or bad faith, or (iv) Bank’s infringement of any third party intellectual property rights caused by Company’s use of Bank’s FinTech, the Company Specific User Interface, Bank Marks, or other similar rights licensed to a Company Indemnified Party, provided that Bank shall not be required to indemnify the Company under this subsection (iv) if Bank’s FinTech, Bank Marks, or other similar licensed rights were modified or changed by Company without Bank’s written authorization.

(c) If any Claim is asserted against an Indemnified Party by any third party in respect of which the Indemnified Party may be entitled to indemnification under the provisions of



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subsections (a) or (b) above, the Indemnified Party shall promptly provide written notice of such Claim to the Indemnifying Party from which indemnification may be sought. The Indemnifying Party shall have the right, by notifying the Indemnified Party within thirty (30) days of its receipt of the notice of the Claim, to assume the entire control of the defense of the Claim, including the right to settle the Claim at the sole discretion of the Indemnifying Party, provided that such settlement: (i) does not impose any obligation on the Indemnified Party, (ii) does not include an admission of liability by the Indemnified Party, (iii) grants the Indemnified Party a full and unconditional release from all liability with respect to the Claim, and (iv) does not otherwise adversely affect the Indemnified Party. The Indemnifying Party may not consent to the entry of any judgment with respect to a Claim without the written consent of the Indemnified Party. Any counsel retained by the Indemnifying Party for such purposes shall be reasonably acceptable to the Indemnified Party. The Indemnifying Party shall institute and maintain any such defense diligently and reasonably and shall keep the Indemnified Party fully advised as to the status thereof. The Indemnified Party shall have the right to participate in the defense of any Claim, including through employing its own counsel, but the fees and expense of such counsel shall be at the Indemnified Party’s expense, unless otherwise authorized in writing by the Indemnifying Party.

(d) The provisions of this Section 15.1 and of Section 15.2 shall survive termination or expiration of this Agreement.

**15.2** Disclosure.

(a) Each Party shall promptly notify the other of any action, suit, proceeding which might give rise to any indemnification hereunder or which might materially and adversely affect either Party’s ability to perform this Agreement.

(b) Each Party represents and warrants to the other Party that it has no knowledge of any pending or threatened suit, action, arbitration or other proceedings of a legal, administrative or regulatory nature, or any governmental investigation, against it or any of its affiliates or any officer, director, or employee, which has not been previously disclosed in writing and which would materially and adversely affect its financial condition or its ability to perform this Agreement.

**15.3** Legal Compliance. Each Party represents and warrants to the other Party that it is familiar with the requirements of Applicable Law and agrees that it will use commercially reasonable efforts to maintain familiarity with Applicable Law relating to its activities under this Agreement, now and in the future. The provisions of this Section 15.3 shall not alter the responsibilities of the Parties to ensure compliance as otherwise required by separate sections of this Agreement.

**15.4** Program Governance. The Parties agree to adhere to the joint governance structure for oversight and management of the Program as described in this Section 15.4.

(a) Program Managers and Program Teams. Within thirty (30) days after the Effective Date, each Party shall appoint one Program relationship manager (“Program Manager”). Each Program Manager shall serve as the other Party’s principal point of contact on

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Program-related issues and shall lead the Program Manager’s respective team (“ Program Team”) in executing its Party’s obligations hereunder. Each Party shall endeavor to provide stability and continuity in the Program Manager positions and each Party’s other Program personnel. Bank’s Program Team and Company’s Program Team collectively will constitute the “ Joint Governance Committee.”

(b) Joint Governance Committee. The Joint Governance Committee shall be responsible for monitoring all aspects of the Program to ensure that the Parties are exercising their rights and performing their obligations in accordance with this Agreement; provided, however, that the Joint Governance Committee shall not be authorized to amend this Agreement or modify either Party’s obligations hereunder. The Joint Governance Committee, at a minimum, shall meet in person, by phone, or by videoconference on a quarterly basis. The Joint Governance Committee shall: [\*\*\*].

(c) Within thirty (30) days after the Effective Date, each Party shall appoint two (2) senior executives to serve on an advisory board (the “ Advisory Board”). If the Joint

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Governance Committee is unable to resolve any matter of material significance, then the Joint Governance Committee shall refer the matter to the Advisory Board and the Advisory Board shall endeavor, within a reasonable period of time, to resolve such matter.

(d) Fraud Losses. Both Parties recognize that managing losses on the Program is an essential element. Bank will implement a loss prevention program designed to detect, prevent, and mitigate losses in connection with the Program. Company shall reasonably cooperate with Bank in the implementation of loss prevention activities throughout the term of the Agreement. [\*\*\*]. The Parties will meet annually to discuss Bank’s Fraud Prevention Policy.

(e) Risk Management. The Parties will reasonably cooperate to identify the legal, financial, and reputational risks associated with the Program (including, without limitation, any information technology risks) and will manage and regularly review a transparent and accessible risk matrix that identifies such risks, including the probability and impact of such risks, as well as mitigations and contingencies to address and respond to such risks. Bank promptly shall notify Company of any material changes to Bank’s technology architecture.

**15.5** Relationship of Parties. Bank and Company intend for their relationship to be that of independent contractors in performing their respective obligations hereunder. Nothing in this Agreement or in the working relationship established and developed hereunder shall be deemed to be, nor shall it cause, Bank and Company to be treated as partners, joint venturers, employees or joint associates for profit.

**15.6** Regulatory Examinations and Financial Information. Company agrees to submit to any examination which may be required by any Regulatory Authority with audit and examination authority over Bank, to the fullest extent of such Regulatory Authority. Company shall also provide to Bank any information, which may be required by any Regulatory Authority in connection with their audit or review of Bank or the Program, and shall reasonably cooperate with such Regulatory Authority in connection with any audit or review of Bank. Nothing in this Agreement shall limit the right of any Party to this Agreement to seek injunctive relief, to the extent available, with respect to breaches of this Agreement.

**15.7** Governing Law. This Agreement shall be governed by the internal laws, and not by the laws regarding conflicts of laws, of the State of New York. Each Party hereby submits to the jurisdiction of the courts of the State of New York, and hereby waives any objection to venue with respect to actions brought in any court in the State of New York.

**15.8** Severability. If any provision of this Agreement is deemed by a court, Regulatory Authority, or other public or private tribunal of competent jurisdiction to be invalid or otherwise unenforceable, then such provision shall be deemed to have been omitted from this Agreement. In the case of the foregoing, the remaining provisions of this Agreement shall remain in full force and effect.

**15.9** Force Majeure.

(a) Neither Party is liable for the failure of such Party to perform its obligations hereunder if such failure is the result of an act of God (including fire, flood, earthquake, storm,

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hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service (each, a "Force Majeure Event").

(b) If either Party asserts this Section 15.9 as an excuse for the failure to perform its obligations hereunder, then the non-performing Party must prove that the Party took commercially reasonable steps to minimize any delay or damages caused by foreseeable events, that the Party substantially fulfilled all non-excused obligations, and that the other Party was timely notified of the likelihood or actual occurrence of a Force Majeure Event.

**15.10** Survival. Any rights and obligations of Bank and Company which, by their nature, should extend beyond the termination of this Agreement shall survive the termination of this Agreement, including any representations and warranties made by each Party, the indemnification obligations of each Party, and the liability provisions hereof.

**15.11** Successors and Third Parties. Except as limited by Section 15.12, this Agreement and the rights and obligations hereunder shall bind and inure to the benefit of the Parties and their successors and permitted assigns.

**15.12** Assignments. Except as otherwise provided in this Section 15.12, neither Party may assign this Agreement, or any rights hereunder, without the other Party's prior written consent; provided, that (i) Company may assign this Agreement, or any of its rights hereunder, to any affiliate of Company, and (ii) Bank may assign this Agreement, or any of its rights hereunder, to a Durbin-Exempt Bank as contemplated by and subject to Section 8.1(l). If a Party attempts to assign this Agreement, or any rights hereunder, without the other Party's consent, then the other Party may terminate this Agreement, without penalty, immediately upon written notice to the other Party. Notwithstanding anything to the contrary, Company may assign this Agreement in the event of a change of Control of Company. If Bank assigns this Agreement subject to and in accordance with Section 8.1(l) or this Section 15.12, then, notwithstanding anything to the contrary, Bank shall be bound by and comply with Bank's confidentiality obligations and the exclusivity provisions of this Agreement as if Bank were still a party to this Agreement.

**15.13** Notices. All notices, requests, and approvals required by this Agreement shall be in writing addressed and directed to the other Party at the mailing address, electronic mail address, or facsimile set forth below or at such other mailing address, electronic mail address, or facsimile as the Parties may designate in writing from time to time subject to and in accordance with this Section 15.13. Notices, requests, and approvals shall be deemed to have been given upon the earlier of (i) the receipt of an electronic mail or facsimile transmission during normal business hours or (ii) the actual receipt thereof. Notices, requests and approvals shall be addressed to the attention of:

Bank to: Customers Bank  
ATTN: [\*\*\*]  
115 Munson Street  
New Haven, Connecticut 06511

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With a copy to: Customers Bank  
ATTN: [\*\*\*]  
1015 Penn Avenue  
Wyomissing, Pennsylvania 19610

Company to: T-Mobile USA, Inc.  
ATTN: [\*\*\*]  
12920 SE 38th Street  
Bellevue, Washington 98006-1250

With a copy to: T-Mobile USA, Inc.  
ATTN: General Counsel 12920 SE 38th Street  
Bellevue, Washington 98006-1250

**15.14** Waivers. Neither Party shall be deemed to have waived any of its rights, power, or remedies hereunder, except in a writing signed by an authorized agent or representative of the Party to be charged. Either Party may, by an instrument in writing, waive compliance by the other Party with any term or provision of this Agreement. The waiver by either Party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

**15.15** Entire Agreement: Amendments. This Agreement, including any exhibits, schedules, and attachments, constitutes the entire Agreement between the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written, between the Parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Party against which enforcement of any such modification or amendment is sought.

**15.16** Counterparts. This Agreement may be executed and delivered by the Parties in counterparts, each of which shall be deemed an original and both of which, together, shall constitute one and the same instrument. Facsimile or other electronically delivered copies of signature pages to this Agreement shall be treated between the Parties as original signatures for all purposes.

**15.17** Disputes.

(a) Duty to Notify. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the construction, interpretation, performance, breach, termination, enforceability or validity thereof (hereinafter, a "Dispute"), the Party raising such Dispute shall notify the other Party promptly and no later than one-hundred eighty (180) days from the date of its discovery of the Dispute. If a Party fails to notify the other Party of a Dispute relating to a T- Mobile Customer Account, transaction statements or any other similar matter within one-hundred eighty (180) days of the date of the discovery of the Dispute, then the matter shall be deemed to be undisputed and accepted by the Party attempting to raise the Dispute.

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(b) Cooperation to Resolve Disputes. The Parties shall cooperate and attempt in good faith to resolve any Dispute promptly by negotiating between persons who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for administration and performance of the provisions or obligations of this Agreement that are the subject of the Dispute.

(c) Arbitration. Any Dispute which cannot otherwise be resolved as provided in paragraph (b) above shall be resolved by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitral tribunal may be entered in any court having jurisdiction thereof. The arbitration tribunal shall consist of a single arbitrator mutually agreed upon by the Parties, or in the absence of such agreement within thirty (30) days from the first referral of the dispute to the American Arbitration Association, designated by the American Arbitration Association. The place of arbitration shall be New York, NY, unless the Parties shall have agreed to another location within fifteen (15) days from the first referral of the dispute to the American Arbitration Association. The arbitral award shall be final and binding. The Parties waive any right to appeal the arbitral award, to the extent a right to appeal may be lawfully waived. Each Party retains the right to seek judicial assistance: (i) to compel arbitration, (ii) to obtain interim measures of protection prior to or pending arbitration, (iii) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of its proprietary or confidential information, and (iv) to enforce any decision of the arbitrator, including the final award. In no event shall either Party be entitled to punitive, exemplary or similar damages.

(d) Confidentiality of Proceedings. The arbitration proceedings contemplated by this Section 15.17 shall be as confidential and private as permitted by law; provided, however, that either Party is permitted to disclose the proceedings to accountants, legal counsel and professional advisors. To that end, the Parties shall not disclose the existence, content or results of any proceedings conducted in accordance with this Section 15.17, and materials submitted in connection with such proceedings shall not be admissible in any other proceeding, provided, however, that this confidentiality provision shall not prevent a petition to vacate or enforce an arbitral award, and shall not bar disclosures required by any laws or regulations.

**15.18** Headings and Construction. The various captions and section headings in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. Notwithstanding anything to the contrary, in all cases, the use of the term "including" shall be construed as being inclusive and shall be deemed to mean "including, without limitation,".

[Signature Page Follows]

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IN WITNESS WHEREOF, this Agreement is executed by the Parties’ authorized officers or representatives and shall be effective as of the date first above-written.

T-MOBILE USA, INC. (COMPANY)	CUSTOMERS BANK (CUBI)
By: <u>/s/ [***]</u>	By: <u>/s/ [***]</u>
Name: <u>[***]</u>	Name: <u>[***]</u>
Title: <u>[***]</u>	Title: <u>[***]</u>
Date: <u>2/23/2017   7:48 PM PST</u>	Date: <u>February 24, 2017</u>

APPROVED AS TO FORM

/s/ [\*\*\*]  
T-MOBILE LEGAL

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## EXHIBIT A COMPANY REVENUE

On a monthly basis, Bank shall prepare a compilation of revenue and expense items associated with the Program as set forth in this Exhibit A and shall provide detailed reports to the Company by the fifteenth (15<sup>th</sup>) day following the month in which the Program was operated and the T-Mobile Financial Services were provided. Amounts due to Bank will be paid in accordance with Section 9.4 of the Agreement. Amounts due to Company will be paid in accordance with Section 9.5 of the Agreement.

Company shall be compensated by Bank as follows:

[\*\*\*]

[\*\*\*]



EXHIBIT B  
FEE SCHEDULE

Card Production			
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
Transaction Fees			
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]



[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	
[***]	[***]	[***]	[***]

- [\*\*\*]

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## EXHIBIT C

### SERVICE LEVEL AGREEMENTS

Service Level Implementation: The provisions in this Exhibit C shall be measured on a going-forward basis beginning [\*\*\*] after the Launch Date. Bank, at all times during the Term, shall comply with the service levels set forth in the table below (each, a “Service Level”).

Service Level Assumptions:

1. Each Service Level set forth in the table below is expressed as a simple average and is measured on a monthly basis.
2. Response time for electronic authorizations shall exclude any authorizations requiring manual intervention and shall exclude transaction transmission time.
3. T-Mobile Customer Account applications that Bank is reviewing under special circumstances requiring manual intervention, such as a fraudulent T-Mobile Customer Account application, shall not be included in the measurement of performance.
4. Any Service Level failure that is the result of a Force Majeure Event shall be excluded from consideration in measuring compliance with this Exhibit C.
5. If a single event causes more than one Service Level failure during a month, such event shall be deemed a single failure for purposes of this Exhibit C.
6. If Company does not provide Bank with sufficient advance notice of changes in its systems and such changes cause Bank to miss a Service Level for the period, the Service Level will not be deemed to have been failed.
7. Both Parties acknowledge and agree that Company-driven changes to [\*\*\*] could potentially alter [\*\*\*]. If such changes occur, the Parties agree [\*\*\*].

Bank shall report to Company, on a monthly basis and in a mutually agreed format, Bank’s performance under each of the Service Levels set forth in this Exhibit C.

Service Failure Payments:

If Bank fails to meet any Critical Service Level in any [\*\*\*], then no later than the [\*\*\*] of the following month, Bank shall deliver to Company a report detailing the reason(s) for such failure and a corrective action plan. Bank shall implement such corrective action plan as soon as practicable but no later than [\*\*\*]. Bank shall deliver to Company a second report, [\*\*\*], assessing the preliminary results of the plan. During any twelve (12)

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month period, the month immediately following Bank’s initial failure to meet any Service Level shall be a cure month (“Cure Month”) [\*\*\*]. If Bank fails to meet the same Service Level more than once during any twelve (12) month period [\*\*\*], Company will be eligible for a Performance Credit in the amount corresponding to the magnitude of the failure to meet the Service Level for the second and each subsequent time during such twelve (12) month period.

By way of illustration, if Bank’s Critical Service Level is [\*\*\*], the difference between the target Service Level of [\*\*\*] and the actual Service Level would be [\*\*\*] and Bank would pay a Performance Credit in the amount of [\*\*\*] for the Service Level failure of the Non- Critical Service Level. [\*\*\*]; provided, that in the event of the foregoing, Company shall have the right to terminate the Agreement.

**Table of Payments for Service Level Failures**

	<b>Difference in Target Service Levels from Actual Service Levels Achieved in Basis Points</b>		
	[***]	[***]	[***]
Critical Service Level Contact Center	[***]	[***]	[***]
Critical Service Level Non-Contact Center	[***]	[***]	[***]
Non-Critical Service Level	[***]	[***]	[***]

**Determination of Bank Events of Default Due to Service Level Failures**

- The following failures shall each constitute a “Service Level Termination Event”: A failure to meet the same Critical Service Level being more than [\*\*\*] below the target for [\*\*\*]; or
- A failure to meet any combination of one or more Critical Service Levels [\*\*\*].

Company may only exercise its termination rights in respect of any Service Level Termination Event if the applicable Service Level failure(s) has a material adverse effect on the Program or on Company in Company’s reasonable judgment. [\*\*\*].

Service Levels :

KEY PERFORMANCE METRIC	SERVICE LEVEL REQUIREMENT/GOAL/TARGET	CATEGORY
Average speed of calls answered	[***]	[***]
Abandoned call rate	[***]	[***]
Call blockage	[***]	[***]
Application response turnaround	[***]	[***]
Initial Card or Card replacement turnaround time (this does not include expired cards which will be mailed in batch, 3 weeks in advance of the expiration date)	[***]	[***]

KEY PERFORMANCE METRIC	SERVICE LEVEL REQUIREMENT/GOAL/TARGET	CATEGORY
T-Mobile Customer inquiry turnaround time (paper/email)	[***]	[***]
Card authorization times	[***]	[***]
Card authorization availability	[***]	[***]
Website and application uptime	[***]	[***]

KEY PERFORMANCE METRIC	SERVICE LEVEL REQUIREMENT/GOAL/TARGET	CATEGORY
Dispute resolution	[***]	[***]
Transaction posting	[***]	[***]
Statement production	[***]	[***]
Statement accuracy	[***]	[***]



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**EXHIBIT D**

**BANK DUTIES**

1. Bank shall administer the Program and provide the T-Mobile Financial Services subject to and in accordance with the Agreement and Applicable Law.
2. Approval of Prospective T-Mobile Customers. Bank shall use best efforts, based on mutually agreed upon criteria, to approve prospective T-Mobile Customers that are existing customers of Company to participate in the Program.
  - (a) Applications. Bank shall process all complete T-Mobile Customer Account applications from prospective T-Mobile Customers. Bank shall be responsible for making all decisions regarding the approval of T-Mobile Customer Account applications; provided, that, Bank shall use standards that are at least as favorable to the approval of applications submitted in connection with the Program as the standards used by Bank in connection with prospective Bank customers and with other programs administered or operated by Bank in determining whether to approve T-Mobile Customer Account applications in connection with the Program. Company acknowledges that Bank has the authority to approve applications and establish T-Mobile Customer Accounts; provided, however, that if Bank’s approval rate for all completed T-Mobile Customer Account applications is below [\*\*\*] (the “Approval Rate”) for any calendar quarter and does not meet or exceed the Approval Rate in the following calendar quarter, then the Parties shall meet promptly to discuss, in good faith, reasonable adjustments that can be made to meet or exceed the Approval Rate. If the Parties do not agree upon reasonable adjustments, then Company may terminate the Agreement without penalty. In the event of the foregoing, Bank shall be obligated to provide Transition Assistance Services in accordance with the Agreement.
  - (b) Service Lines. Bank shall use standards in connection with the Program that are at least as favorable as the standards used by Bank in connection with Bank’s customers and with other programs administered or operated by Bank with respect to establishing available products and services and, to the extent applicable, the amount of such products and services, for prospective T-Mobile Customers.
3. Service Level Agreements. Bank shall provide and administer the Program and the T-Mobile Financial Services in accordance with the Service Levels in Exhibit C. Bank represents and warrants that such Service Levels are at least as favorable as the service level agreements by which Bank abides in connection with Bank’s customers and to which Bank agrees in connection with other programs administered or operated by Bank.
4. Bank Reporting Requirements. Bank shall track the metrics set forth in Exhibit I and such other metrics as may be requested by Company from time to time and shall provide to Company the reports set forth in Exhibit I, including any raw data (except for personally identifiable information) requested by Company, in a form acceptable to Company and at the frequency specified in Exhibit I.
5. Risk and Fraud Management. Bank shall be responsible for establishing a program to monitor and reduce risk and fraud in connection with the Program.

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6. Inactive Account Closures. Bank will implement an account closure process that is consistent with Applicable Law and industry best practices to manage fraud losses. Each of Bank and Company acknowledge and agree that this process may change from time to time upon mutual agreement of the Parties. As of the Effective Date, the Parties agree that the current process will be as follows:

(a) T-Mobile Customer Accounts that have had no balance and no activity for [\*\*\*] or more will be closed. After [\*\*\*] of no balance and no activity, the T-Mobile Customer will be notified by Bank that the T-Mobile Customer Account has had no balance and no activity for [\*\*\*], and that the T-Mobile Customer Account will be closed if the zero balance and inactivity persists for another [\*\*\*]. After [\*\*\*] of no balance and no activity, the T-Mobile Customer will be notified by Bank that, as a result of the T-Mobile Customer Account having no balance and no activity for a period of [\*\*\*], the T-Mobile Customer Account has been closed. Bank shall establish a simple reinstatement process that will allow T-Mobile Customers to reinstate their T-Mobile Customer Accounts and deposit any amounts, within the established limits of the Program, in their T-Mobile Customer Accounts through the Mobile Application.

(b) T-Mobile Customer Accounts that have had a balance of less than [\*\*\*] and no activity for [\*\*\*] or more will be closed and a check in the amount of the remaining balance in the T-Mobile Customer Account will be mailed to the T-Mobile Customer's last known address. After [\*\*\*] of a balance of less than [\*\*\*] and no activity, the T-Mobile Customer will be notified by Bank that the T-Mobile Customer Account will be closed if the balance remains below [\*\*\*] and the inactivity persists for another [\*\*\*]. After [\*\*\*] of a balance of less than [\*\*\*] and no activity, the T-Mobile Customer will be notified by Bank that the T-Mobile Customer Account will be closed if the balance remains below [\*\*\*] and the inactivity persists for another [\*\*\*]. After [\*\*\*] of a balance of less than [\*\*\*] and no activity, the T-Mobile Customer will be notified by Bank that, as a result of the T-Mobile Customer Account having a balance of less than [\*\*\*] and no activity for a period of [\*\*\*], the T-Mobile Customer Account has been closed and a check for the remaining balance will be mailed to the T-Mobile Customer's last known address. Bank shall establish a simple reinstatement process that will allow T-Mobile Customers to reinstate their T-Mobile Customer Accounts and deposit the check received by the T-Mobile Customer or any other amounts, within the established limits of the Program, in their T-Mobile Customer Accounts through the Mobile Application.

7. Core Account Management and Services. Bank shall provide core T-Mobile Customer Account management and services as further described in this Section 7.

(a) General.

(i) Bank shall obtain any and all information and data from T-Mobile Customers necessary to provide the T-Mobile Financial Services in a manner that is secure and that will enable [\*\*\*]

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[\*\*\*]. Bank shall be responsible for proper accounting of all transactional activity through the T-Mobile Customer Accounts, including: (i) [\*\*\*].

- (ii) Bank shall provide or otherwise facilitate [\*\*\*] functionality in connection with the Program.
- (iii) Bank shall provide or otherwise facilitate [\*\*\*] in connection with the Program.
- (iv) Bank shall provide or otherwise facilitate [\*\*\*], as mutually agreed by Company and Bank.
- (v) Bank shall provide [\*\*\*] in accordance with industry standards.
- (vi) Bank may provide access to other financial products and services, [\*\*\*] as may be requested and mutually agreed by the Parties from time to time.
- (vii) Bank shall service T-Mobile Customer Accounts and Cards and shall provide any and all related services in connection therewith, including, without limitation, direct and indirect T-Mobile Customer support related to T-Mobile Financial Services in accordance with the Service Levels in Exhibit C.
- (viii) At Company's request and expense, Bank shall provide [\*\*\*] any other reasonable activity as may be requested and mutually agreed by the Parties from time to time.

(b) FDIC Insurance.

(i) Bank shall create and maintain Deposit Accounts with certain features [\*\*\*], as determined by Company from time to time, and offer such Deposit Accounts to T-Mobile Customers in connection with the Program. Bank shall hold T-Mobile Customers' funds in T-Mobile Customer Accounts in a manner that complies with Applicable Law [\*\*\*].

(ii) [\*\*\*]

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(c) Payment Card Networks.

(i) Bank shall maintain, at all times, its status as a participant and member in the payment card networks as necessary and appropriate to properly administer the Program and provide the T-Mobile Financial Services, [\*\*\*].

(ii) Bank shall issue Cards enabled on the payment card networks selected by Company to T-Mobile Customers in accordance with the rules of the payment card networks. Bank shall produce all Cards issued to T-Mobile Customers in connection with any T-Mobile Customer Account, subject to Company’s approval and in accordance with the payment card network rules and requirements.

(iii) Bank shall be responsible for: (1) decisioning all Card authorizations initiated by T-Mobile Customers based on the funds available in such T-Mobile Customer Account; (2) maintaining and managing all Cards, both prior to and after the issuance of, such Cards; and (3) managing all aspects of security in connection with such Cards, including allowing T-Mobile Customers to select and change their password identification numbers (“PINs”) from time to time; in each case, in accordance with the payment card network rules and requirements.

(iv) Bank shall be responsible for managing any and all aspects of Card activity in connection with any T-Mobile Customer Account, including for authorizing, clearing, and settling transactions in connection with the Program and for compliance with the payment card network rules and requirements.

8. Bank Provision of Back Office Support. Bank shall provide [\*\*\*] in connection with the Program in accordance with commercially reasonable standards or as otherwise agreed by the Parties.

9. Bank shall be responsible for maintaining procedures for the identification of each new T-Mobile Customer upon the establishment of a T-Mobile Customer Account within a reasonable time thereafter as required by Applicable Law. Such procedures shall be designed to comply with the requirements of the federal Bank Secrecy Act, the federal USA PATRIOT Act, any regulations adopted pursuant to such acts, as well as applicable regulations of the Office of Foreign Assets Control.

10. Digital Services. Bank shall develop and maintain a digital banking platform (the “Digital Banking Platform”) in accordance with the technical specifications (as mutually agreed by the Parties in connection with the Program, and in accordance with Exhibit F.

(a) The Digital Banking Platform shall be developed and maintained to function across multiple digital and mobile platforms and shall include, at a minimum, (i) an online banking offering (the “Online Offering”) and (ii) a mobile banking offering (the “Mobile Offering”). Company reserves the right, in its sole discretion, to select the set of products and features offered by the Bank (the “Product and Feature Set”) that shall be developed and maintained in connection with the Digital Banking Platform and to change, from time to time,

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the Product and Feature Set described in Exhibit F offered to T-Mobile Customers. Company may integrate third-party services into the Digital Banking Platform; provided, that, such integration is permitted by Applicable Law and is consistent with commercially reasonable security standards.

(b) Bank agrees that, in connection with the Online Offering and the Mobile Offering, Bank shall make available, on a non-discriminatory basis, and implement any and all software, applications, specification standards, software development kits, application programming interfaces, and any related documentation to Company and/or to any third-party service providers designated by Company. Bank shall be responsible for managing and implementing any and all aspects of the interfaces in connection with the Online Offering and the Mobile Offering and the payment card networks. Bank shall be obligated to provide the information and materials required pursuant to this Subsection (b) regardless of whether Company’s Product and Feature Set could compete with any of Bank’s then-current Product and Feature Sets or future Product and Feature Sets. For the avoidance of doubt, Bank shall be under no obligation to provide Company with Bank’s source code.

(c) Bank agrees that, in connection with the Online Offering and the Mobile Offering, Bank shall develop and maintain a mobile application to be used in connection with the Program (the “Mobile Application”) in accordance with the design specifications provided by Company. Bank further agrees that the Mobile Application shall be made available to T-Mobile Customers through multiple mobile application stores, [\*\*\*]. Bank shall develop and maintain the capabilities necessary to provision Cards to any and all mobile wallets designated by Company from time to time, [\*\*\*] (collectively, the “Mobile Wallets”). Bank shall develop and maintain integration into the Mobile Wallets, as agreed upon by all parties, to enable a T-Mobile Customer to use the Mobile Wallets [\*\*\*] upon activating and funding a T-Mobile Customer Account. Bank shall deliver to T-Mobile Customers the [\*\*\*].

(d) The Parties shall develop, implement and maintain the customer activation process (the “Customer Activation Process”) for new T-Mobile Customers. The Customer Activation Process may be updated or amended from time to time upon mutual agreement by the Parties. The Parties further agree that they will jointly work to develop a method by which they may leverage existing data, in a secure manner, held by Company to pre-qualify prospective T-Mobile Customers for participation in the Program.

(e) Program Testing. The Parties agree that they will launch a beta version of the Program (the “Beta Version”) [\*\*\*] of the Effective Date (the “Beta Program”), the purpose of which is to ensure that the Digital Banking Platform is commercially ready and operationally functional in accordance with the Agreement. The Parties

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agree that, as a condition precedent to launching the Beta Program, the Beta Version must be delivered to and accepted by Company. Upon delivery of the Beta Version to Company, Company shall accept or reject the Beta Version within [\*\*\*]. If Company accepts the Beta Version, the Parties will launch the Beta Version to designated employees of Company and Bank, as mutually agreed by the Parties. If Company rejects the Beta Version, Company shall notify Bank of such rejection and shall describe, in reasonable detail, Company’s reason(s) for rejecting the Beta Version (the “Rejection Notice”). Upon receiving the Rejection Notice, Bank shall make any modifications necessary to address Company’s concerns and shall deliver the updated Beta Version to Company within [\*\*\*] and Company shall approve or reject the updated Beta Version within [\*\*\*] after receiving the updated Beta Version. The Parties shall repeat this process until Company has accepted the Beta Version. If Bank fails to deliver the agreed upon features and functionality set forth in Exhibit F in the Beta Version, or if Company rejects the Beta Version, and Bank fails to remedy any issue(s) identified in the Rejection Notice within [\*\*\*], then Company may terminate the Agreement immediately without penalty. Bank shall operate the Beta Program for a period of [\*\*\*] or for such longer period as may be mutually agreed by the Parties. The Parties shall agree on a process for monitoring the Beta Program and for identifying and correcting any issues with the Beta Version; provided, that, Bank shall be required to correct any issue(s) with the Beta Version (including by implementing any fixes) within [\*\*\*] of identifying such issue(s). Bank shall be responsible for monitoring the Beta Program and for identifying any issues uncovered through the operation of the Beta Program within [\*\*\*] of identifying any such issues.

11. Bank will annually obtain and deliver to Company, at Bank’s sole expense, a Statement on Standards Attestation Engagement (SSAE) No. 16 Service Organization Controls (SOC) No.1 Type II, the international equivalent (ISAE 3204 Type II report), or an industry equivalent report agreed to by Company for any services performed or outsourced by Bank that are financially relevant to Company (including, without limitation, transaction processing or data-center management). The scope of any report will include control testing of both Bank’s and any third party’s information technology systems and any material reports provided to Company and will cover [\*\*\*]. A full copy of the annual SSAE 16 SOC1 Type II or industry equivalent report will be provided to Company no later than [\*\*\*]. In response to an inquiry from Company [\*\*\*], a representative from Bank will provide a bridge letter indicating that there have not been any material changes in the internal controls described in the most recent SOC1 Type II report since it was issued or any significant deficiencies in the design or effectiveness of Bank’s internal controls and procedures that would require any corrective action.

**EXHIBIT E**

**ACCOUNT LOSS [\*\*\*]**

<b>Account Loss [***]</b>	<b>Account Losses in Percentages [***]</b>		<b>[***]</b>	<b>[***]</b>
Tier 1	<b>[***]</b>	<b>[***]</b>	<b>[***]</b>	<b>[***]</b>
Tier 2	<b>[***]</b>	<b>[***]</b>	<b>[***]</b>	<b>[***]</b>
Tier 3	<b>[***]</b>	<b>[***]</b>	<b>[***]</b>	<b>[***]</b>

For purposes of this Exhibit E, “Account Loss” or “Account Losses” means “losses, net of recovery, from fraud, disputed items, return deposits, forced card transactions, and reclamations in connection with Card and T-Mobile Customer Account activity.

[\*\*\*]

[\*\*\*]

Notwithstanding anything to the contrary, the measurement period for Account Losses will be the [\*\*\*] thereafter (each, a “Measurement Period”). At the end of a Measurement Period, the Parties will review the Account Losses [\*\*\*].

The Parties agree to meet [\*\*\*] to review performance of the Account Losses [\*\*\*].

**EXHIBIT F**

**FEATURES AND FUNCTIONALITY**

<b>Timeframe</b>	<b>Table Stakes</b>	<b>Mobile-First</b>	<b>[***]</b>
<b>Launch (see above)</b>	<p><b>Availability:</b> Bank’s mobile application will available to be delivered within various mobile App stores</p> <p><b>Account Management:</b></p> <ul style="list-style-type: none"> <li>• [***]</li> <li>• View balance</li> <li>• View transaction history</li> <li>• Search for transactions</li> <li>• [***]</li> <li>• View statements</li> <li>• View basic account info [***]</li> </ul> <p><b>Money In/Money Out:</b></p> <ul style="list-style-type: none"> <li>• Debit card</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> </ul>	<p><b>Account Access:</b></p> <ul style="list-style-type: none"> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> </ul> <p><b>Activation/Enrollment:</b></p> <ul style="list-style-type: none"> <li>• Streamlined [***] enrollment [***] for checking and savings accounts</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> </ul> <p><b>Money In/Out:</b></p> <ul style="list-style-type: none"> <li>• Mobile wallet provisioning (virtual or physical card)</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> </ul> <p><b>Alerts:</b></p> <ul style="list-style-type: none"> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> </ul>	<p>[***]</p> <p>[***]</p>



		<ul style="list-style-type: none"><li>• [***]</li><li>• [***]</li><li>• [***]</li><li>• [***]</li><li>• Access &amp; security alerts</li><li>• [***]</li><li>• [***]</li></ul> <p><b>Self Service:</b></p> <ul style="list-style-type: none"><li>• Activate debit card</li><li>• [***]</li><li>• [***]</li><li>• Secure messaging center</li><li>• Contact us (with preloaded contact information)</li><li>• Update name, address, phone, email</li><li>• Add account nicknames</li><li>• [***]</li><li>• Suppress paper statements</li><li>• [***]</li><li>• Privacy policy</li><li>• Disclosures</li><li>• Other legal agreements</li><li>• FAQs</li><li>• </li></ul>	
Launch + 4 months	[***]	[***]	[***]

<sup>1</sup> Bank will use best efforts to provide this functionality prior to its scheduled launch.

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

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		[***]	[***]
Launch +8 months		Self-Service: <ul style="list-style-type: none"><li>[***]</li></ul>	[***]

<sup>2</sup> These features are excluded from the exclusivity requirements in Section 15.4(b).

**EXHIBIT G**

**DESCRIPTION OF [\*\*\*] CUSHION**

The basic outline of the feature would be as follows:

[\*\*\*]

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

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**EXHIBIT H INTENTIONALLY BLANK**

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**EXHIBIT I**  
**REPORTING**

- (a) Bank shall provide the following daily reports or digital information:
  - (i) Bank shall provide reports with respect to the amount of deposits, the number of transactions conducted by a T-Mobile Customer, and any other relevant metrics.
  - (ii) Bank shall provide reports that detail the number and nature of complaints and customer service calls that Bank receives in connection with any Account.
  - (iii) Bank shall provide reports that detail any unusual, unauthorized, or suspicious activity or transactions involving Accounts.
  - (iv) Bank shall provide reports to monitor Program performance, key operating and risk metrics, service levels, and marketing effectiveness.
  - (v) Bank shall provide reports that detail the number of Account applications submitted, the number of Account applications approved, the number of Account applications denied, and the number of new Accounts generated by channel.
  - (vi) Bank shall provide reports that detail the total number of open accounts, the total number of closed accounts, and the total number of active accounts and such reports shall provide a breakdown of this information by Company subscribers and non-subscribers (i.e., a separate report for subscribers and a separate report for non-subscribers).
  - (vii) Bank shall provide any other management reports, as mutually agreed by the Parties.
  - (viii) Bank shall provide reports related to the Digital Banking Platform and application reporting, including, without limitation, with respect to performance, usage, and other relevant metrics.
  - (ix) Bank shall provide reports related to the support provided to T-Mobile Customers, including, without limitation, the number of open and closed trouble tickets, any relevant open issues, and other support issues.
  - (x) Bank shall provide reports in connection with revenue and expense performance, business performance, compliance performance, and any other relevant performance measures.
- (b) In addition to the reports required under Section (a) of this Exhibit I, Bank shall
  - (i) create and deliver separate weekly statistical information about volumes related to the

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program, (ii) provide, by the third (3rd) business day of the following month, end of month reports to enable Company to accrue for activity occurring in the then-current month, and (iii) provide by the seventh (7th) business day a prior month revenue and expense reports to Company (“Revenue and Expense Reports”). The Revenue and Expense Reports: (1) shall report gross amounts; (2) shall not net any line items; (3) shall support funds received (i.e., grossed-up reporting should match ACH amounts); (4) shall not include any customer-level information; and (5) shall separate revenue and expenses by Company subscribers and non-subscribers. Each revenue item or fee identified in the Revenue and Expense Reports shall be a separate line item with the amount of the revenue or fee, as applicable, and the method for calculating the amount (i.e., per unit amount, counts, rates, number of days, etc.).

## EXHIBIT J

### SECURITY SAFEGUARDS, COMPANY INFORMATION, AND CARDHOLDER INFORMATION

Capitalized terms used but not defined in this Exhibit J shall have the meanings ascribed to such terms in the Agreement.

“Applicable Privacy and Data Security Laws” means all privacy, security, data protection, direct marketing, consumer protection, and workplace privacy laws, rules, and regulations and all then-current industry standards, guidelines, and practices with respect to privacy, security, data protection, direct marketing, consumer protection, or workplace privacy, including the collection, processing, storage, protection, and disclosure of personal information.

“Company Information” means any information [\*\*\*].

1. Handling of Company Information.

1.1. Bank: (a) [\*\*\*]; (b) will, without limiting any other obligations applicable to Company Information, treat and protect all Company Information as Confidential Information owned (as between Bank and Company) by Company and the Agreement regardless of whether Bank receives it directly from Company, Company affiliates, or any of its or their customers, designees, intermediaries, or other third parties; and (c) will ensure that all persons who have access to Company Information [\*\*\*].

1.2. Bank will comply with all Applicable Privacy and Data Security Laws and will not cause Company to be in violation of any Applicable Privacy and Data Security Laws.

1.3. Bank will comply with all written privacy and security policies of Company upon execution of the Agreement or, in the case of future or updated policies, [\*\*\*], subject to Section 2.4 below.

1.4. If Bank has access to or possesses (including as a result of de-identification of Company Information by Bank) any De-Identified Data (as defined below), Bank covenants that

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[\*\*\*]. “ De-Identified Data ” means Company Information that has been scrubbed, hashed, encrypted, or otherwise obscured to remove any personally identifiable information.

1.5. [\*\*\*].

1.6. For clarity, Bank’s compliance with any particular provision of this Exhibit J will not relieve Bank’s obligation to protect Company Information and other Confidential Information of Company under all provisions of the Agreement, including this Exhibit J.

2. Security Safeguards.

2.1. Bank shall be fully responsible for any authorized or unauthorized collection, storage, disclosure, use of, and access to Company Information under its control or made available to Bank under the Agreement. Bank will prevent any collection, storage, disclosure, use of, or access to Company Information not expressly authorized by the Agreement. Without limiting Bank’s other obligations under this Exhibit J, Bank will implement and maintain a comprehensive and effective written information security program appropriate to the nature of the Company Information that: (a) [\*\*\*] (“ Safeguards ”), (b) meets industry best practices for such Safeguards, and (c) complies with all Applicable Privacy and Data Security Laws. Bank will (i) [\*\*\*], (ii) [\*\*\*], and (iii) [\*\*\*]. Company reserves the right to review, upon request, Bank’s policies, procedures, and practices used to maintain the privacy, security, and confidentiality of Company Information.

2.2. Bank shall, while this Agreement is in effect, prepare and maintain an information and physical security program in connection with the Program in accordance with the requirements of its Regulatory Authority and Applicable Law. [\*\*\*]. Bank shall periodically test such information security infrastructure as required by Applicable Law and its Regulatory Authority and as appropriate and prudent in light of the nature and scope of the



activities and operations of Bank and its obligations hereunder.

2.3. Bank will: (a) [\*\*\*]; (b) [\*\*\*]; (c) [\*\*\*]; (d) [\*\*\*]; (e) [\*\*\*]; (f) [\*\*\*]; (g) [\*\*\*]; and (h) [\*\*\*].

2.4 Changes to Security Program. Bank will, [\*\*\*] update its security program and operations (including network and business systems and software) as necessary for ongoing compliance with the Agreement. Such updates will include updates to: (a) [\*\*\*], (b) [\*\*\*], (c) maintain current compliance with Applicable Privacy and Data Security Laws, and (d) meet new legal or regulatory requirements under other Applicable Law. To the extent a change in Bank practices is required [\*\*\*], any changes to Bank’s security program or other operations in connection with the Program will be made in accordance with the requirements of Bank’s Regulatory Authority. To the extent additional controls or mitigation plans are required to correct a security vulnerability within Bank Systems (as defined below), identified by a security audit or are required by Applicable Law (including changes in Company policies adopted to comply with Applicable Law), such steps will [\*\*\*].

### 3. Security Breaches.

3.1. Bank represents and warrants that: (a) [\*\*\*] (each, a “Security Breach”); and (b) if the Bank Systems have suffered [\*\*\*] Security Breaches, that Bank has disclosed each Security Breach to Company in writing. Bank represents and warrants that [\*\*\*].

3.2. Bank will notify Company [\*\*\*] if Bank learns that there has been any actual Security Breach that may impact Company Information. In any notification

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to Company required under this Section 3.2, Bank will [\*\*\*]. Bank will: (a) [\*\*\*]; and (b) [\*\*\*]. Bank will [\*\*\*]. Unless prohibited by Applicable Law or court order, Bank will [\*\*\*]. Except as required by Applicable Law, (x) [\*\*\*], and (y) [\*\*\*] (e.g., [\*\*\*]) [\*\*\*].

4. Bank Risk Management Review, Annual Security Audits & Visitation and Inspection Rights.

4.1. Bank Risk Management Review. Company reserves the right to require Bank to complete Company’s Bank Risk Management Review (“SRMR”) process [\*\*\*].

4.2. Previous Security Audits. Bank hereby represents and warrants that Bank Systems have been the subject of [\*\*\*] information security audits conducted by internal employees that report directly to the Bank’s Board of Directors or, if externally prepared, by a qualified, independent and nationally recognized third party. Bank further represents and warrants that it will share with Company the non-confidential results of the most recent audit and will communicate any steps taken to remedy potential or actual vulnerabilities. Bank hereby represents and warrants that either: (a) [\*\*\*]

[\*\*\*]; or (b) [\*\*\*].

4.3. Future Security Audits. [\*\*\*], Bank will procure, [\*\*\*], security audits of the Bank Systems, control activities, and processes established and maintained by Bank, including any third-party data centers utilized by Bank. Each such audit will be carried out by an independent registered public accounting firm nationally recognized in the United States and reasonably acceptable to Company, and will conform to the requirements for a SOC2 Type II audit, as set forth in the Statement on Standards for Attestation Engagements No. 16 published by the American Institute of Certified Public Accountants (a "Security Audit"). Bank will provide Company with the results of each Security Audit within thirty (30) days of completion (or upon request), including: (a) whether the Security Audit revealed any material findings in the Bank Systems, and (b) if so, the nature of each finding discovered. If the Security Audit reveals [\*\*\*], Bank will [\*\*\*]. Bank will complete all critical corrections within a reasonable timeframe of completion of the Security Audit. Notwithstanding anything in the Agreement to the contrary, Company may terminate the Agreement [\*\*\*] if Company determines that any material deficiency identified in any Security Audit creates an unacceptable level of risk for Company, its employees, or its customers. In such event, [\*\*\*]. Bank will give Company a full copy of the reports on which the Security Audit is based and such reports will be treated as Confidential Information of Bank. Bank will also give Company a management representation letter stating that, to the knowledge of Bank management after reasonable investigation, there have been no changes to the control environment between the date of the management representation letter and the date of the Security Audit. [\*\*\*] between the period covered by the tests of controls and the delivery of the Security Audit. Bank's failure to procure the Security Audit or to complete corrections in a timely manner will be a material breach of the Agreement.

4.4. Visitation and Inspection Rights. Company or its authorized representatives, which may not be a competitor of the Bank, may, at any time upon reasonable notice to Bank, visit any or all locations of the Bank to inspect the Bank's due diligence for Bank Systems and to assess Bank's performance of its obligations under this Exhibit J, and Bank will share with Company any information reasonably requested by Company in connection with due diligence of Bank's third party service providers involved with Bank Systems. For purposes of such an inspection, Bank will grant to Company and its representatives reasonable access, during normal business hours, to the Bank and to Program-related books, records, procedures, and information that relate to Bank's performance under this Exhibit J, including any Program information Company deems reasonably necessary to ascertain any facts that relate to Bank's performance hereunder. If: (a) Company determines in connection with any such inspection that Bank has failed to perform any of its material obligations under this Exhibit J, and (b) Company notifies Bank in writing of Bank's breach of this Exhibit J, then Bank will, [\*\*\*], develop a corrective action plan in cooperation with Company. The corrective action plan will not limit Company's rights to terminate this Agreement in accordance with its terms. Bank will then have

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[\*\*\*]. Failure to rectify a material failure will be considered a material breach. In addition, Bank’s obligation to develop a corrective action plan and remediate any failure to perform its obligations under this Exhibit J will survive termination or expiration of this Agreement until such corrective action is deemed complete by Company. Such plan will include timeframes for completion and will be subject to Company’s reasonable approval and Bank will promptly implement such plan [\*\*\*]. These inspection and corrective action rights supplement, and in no way limit, Company’s other rights under the Agreement.

4.5. Application Security Testing. The Bank will, [\*\*\*]. Bank will [\*\*\*], Company may hire a mutually agreed-upon, independent third party to conduct additional testing in which Bank will submit the software or any applications with access to Company Information to security testing by the independent third party provider. Bank will cooperate with such application security testing, including by making appropriate arrangements for secure access to the application’s functional software (not source code) if reasonably required. If security testing reveals a vulnerability in the software (or any portion thereof), Bank will correct such vulnerability within the agreed upon reasonable timeframes. The mutually agreed upon independent third party provider or Bank will determine the vulnerability level for purposes of this Section 4. Bank’s failure to correct a vulnerability will be considered a material breach of the Agreement.

5. Access to Company Information.

5.1. Promptly upon Company’s request, Bank will provide Company with access to or delivery of Company Information, or any portion thereof identified by Company, being stored, processed, or transmitted or otherwise in Bank’s possession or control or that of its agent or subcontractor, in a form and format requested by Company.

5.2. Bank will [\*\*\*] notify Company in writing of (a) any inquiry received by Bank or its subcontractor from any individual relating to, among other things, the individual’s right to access, modify, or correct Company Information and (b) any complaint received by Bank or its subcontractor relating to the processing of Company Information. Bank will [\*\*\*] comply and fully cooperate with all instructions of Company with respect to any action taken with respect to such inquiry or complaint.

5.3. Before allowing or enabling a subcontractor or agent to have access to Company Information, Bank must evaluate and validate the subcontractor’s or agent’s capabilities to maintain the security of Company Information in accordance with the Agreement.

6. Security of Cardholder Information.

6.1. For purposes of this Section 6, “Cardholder Information” means “any individual numbers used to identify credit or debit card or other similar card accounts or other personally identifiable information relating to the use of Cards, including the full primary account number, cardholder name, expiration date, service code, track data (from the magnetic stripe or equivalent

on a chip), PINs, or PIN blocks.

6.2. PCI Standards. Bank represents, warrants, and covenants that Bank is presently in compliance with and will remain, at all times during and after the Term during which Bank stores, processes, or transmits Cardholder Information, in compliance with the most recent effective versions of all rules, regulations, standards, and guidelines adopted or required (a) by any entity offering or supporting payment card networks whose Cardholder Information is handled by Bank, and (b) by the Payment Card Industry Security Standards Council (the “Council”), in each case, relating to privacy, data security, or the safeguarding, disclosure, or handling of Cardholder Information, including the Payment Card Industry Data Security Standards, the Payment Card Industry’s Payment Application Data Security Standard, the Payment Card Industry’s PIN Transaction Security requirements, Visa’s Cardholder Information Security Program and Payment Application Best Practices, American Express’s Data Security Operating Policy, MasterCard’s Site Data Protection Program and POS Terminal Security program, and the analogous security programs implemented by other payment card networks, in each case, as amended, updated, replaced, or augmented from time to time (the standards described in this clause (c) being collectively referred to as the “PCI Standards”). Bank will, [\*\*\*], perform all tasks, assessments, reviews, penetration tests, scans, and other activities required under the PCI Standards (including any compliance guidance related to the PCI Standards issued by the Council, its subordinate bodies, or any successors thereto) and otherwise to validate Bank’s compliance during the Term with the PCI Standards. To the extent that Bank is hosting a system or application which is Internet facing, its PCI attestation of compliance must be performed by a qualified security assessor. Bank will deliver to Company copies of all documentation necessary to verify compliance with these requirements (“Verification Documentation”). In the event Company reasonably determines that additional Verification Documentation is required under the PCI Standards or likely to be so required to verify such compliance, including a “Report on Compliance,” and an associated unqualified “Attestation of Compliance,” then, upon Company’s request [\*\*\*], Bank will provide such additional Verification Documentation to Company [\*\*\*] from Company’s request, or the timeframe required for Company to remain compliant, whichever is less. [\*\*\*], Bank will deliver to Company a copy of the Verification Documentation, applicable to the Cardholder Information environment [\*\*\*]. [\*\*\*], Bank will deliver to Company, [\*\*\*], evidence of a passing vulnerability scan applicable to the Cardholder Information environment conducted within [\*\*\*]. Bank will [\*\*\*] notify Company in writing of any exception in a Report on Compliance, Attestation of Compliance, or [\*\*\*] vulnerability scan if Bank learns that it is no longer PCI Standards compliant or if it reasonably anticipates that it is or will be non-compliant. Such notification will include, in detail, the steps being taken by Bank to remediate such exception or non-compliance.

6.3. Bank will not commit any act or omission that causes Company to violate the PCI Standards or to be fined, sanctioned, or penalized for the failure to properly protect, secure, maintain, use, or store Cardholder Information, including by any payment card network, the Council, merchant banks, or any other third party.

6.4. Bank is solely responsible for the security of Cardholder Information that Bank or

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its personnel or subcontractors stores, possesses, transmits or controls.

6.5. Bank will access, use, and disclose Cardholder Information only as and to the extent necessary to: (a) process and otherwise facilitate credit and debit transactions on Company's behalf; (b) comply with Applicable Laws, PCI Standards, payment card network rules and requirements, and written Company policies; and (c) as otherwise instructed in writing by an authorized by an officer of Company.

6.6. If there is a known Security Breach of Cardholder Information within the Bank's Systems, Bank will notify its Regulatory Authority and then Company, and then, as quickly as reasonably possible, provide to Company a list of the compromised T-Mobile Accounts as well as any other information reasonably requested by Company. Bank will work with payment card networks, merchant banks, and any of their respective agents and designees to remediate the situation to minimize financial loss and Bank will cooperate fully with any investigation, verification, testing, and review of Bank's compliance with the PCI Standards. This Section 6.6 does not limit Section 3 of this Exhibit.

7. Cybersecurity Cooperation. Each Party acknowledges the importance of cooperating with the other Party with respect to issues related to cybersecurity and agrees to work with the other Party to establish a cybersecurity partnership team to share insight and best practices, as appropriate, for the mutual benefit of the Parties and for the benefit of the Program. The Parties agree that the cybersecurity partnership team will meet [\*\*\*].

8. Entire Exhibit. If there is any conflict or inconsistency between this Exhibit J and any provision of the Agreement, such conflict or inconsistency will be resolved by giving precedence to this Exhibit J.

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**EXHIBIT 14.6**

**DT MARKS AND COMPANY MARKS**

DT MARKS

T

T-Mobile

<color magenta>

<Telekom acoustic mark>

T-Mobile (logos)

COMPANY MARKS

El [\*\*\*]

The [\*\*\*]

EXHIBIT 14.7 STANDARDS

#	MARK	GOODS/SERVICES
<b>IDENTIFICATION OF GOODS/SERVICES</b>		
<b>General Banking Services (IC36):</b> Banking and financial services; digital banking services; online banking services; retail banking services; commercial banking services; ATM banking services; banking consultation; savings and deposits; loans and lending; bill pay services; credit card and debit card services; lines of credit; consulting and technological services in the field of financial technology (FinTech), FinTech innovation, banking and financial services, digital banking, and mobile and online payment platforms; providing information in the fields of banking and financial services; administering electronic disbursement of funds for others; and related services		
<b>FinTech/White Label (IC42):</b> Software as a service (SaaS) featuring software to allow users to perform electronic banking and financial exchange transactions via a global computer network; providing temporary use of online non-downloadable software to allow users to perform electronic banking and financial exchange transactions via a global computer network; providing temporary use of on-line non-downloadable white label software to allow users to perform electronic financial exchange transactions via a global computer network; software design, development, and customization, and development of white-label software for others, all in the field of financial technology (FinTech); cloud computing and software services, namely, providing white label cloud solutions to others in the field of financial technology (FinTech); <i>[cloud computing and software services, namely, designing, developing, implementing and maintaining backup and disaster recovery plans for others in the field of FinTech</i> <b>NOTE:</b> <i>Do you want to include this service?]</i> ; and related services		
<b>Software (IC9):</b> Computer application software for the provision of banking and financial services; and related goods		
1	BankMobile (logo)	<i>General Banking Services (IC36), FinTech/White Label (IC42); <u>AND</u> Software (IC9)</i>
2	<b>BANKMOBILE</b>	<i>General Banking Services (IC36), FinTech/White Label (IC42); <u>AND</u> Software (IC9)</i>
3	BankMobile (logo)	<i>General Banking Services (IC36), FinTech/White Label (IC42); <u>AND</u> Software (IC9)</i>
4	BankMobile (logo)	<i>General Banking Services (IC36), FinTech/White Label (IC42); <u>AND</u> Software (IC9)</i>
5	<b>BANKMOBILE TECHNOLOGIES</b>	<i>General Banking Services (IC36), FinTech/White Label (IC42); <u>AND</u> Software (IC9)</i>



#	MARK	GOODS/SERVICES
6	<b>BANKMOBILE LABS</b>	<i>General Banking Services (IC36), FinTech/White Label (IC42); <u>AND</u> Software (IC9)</i>
7	BankMobile LABS (logo)	<i>General Banking Services (IC36), FinTech/White Label (IC42); <u>AND</u> Software (IC9)</i>
8	<b>BANKMOBILE VIBE</b>	<i>General Banking Services (IC36)</i>
9	BankMobile VIBE (logo)	<i>General Banking Services (IC36)</i>
10	BankMobile VIBE (logo)	<i>General Banking Services (IC36)</i>
11	BankMobile VIBE (logo)	<i>General Banking Services (IC36)</i>
12	BankMobile VIBE (logo)	<i>General Banking Services (IC36)</i>
13	<b>Bankmobile Bold</b>	<i>General Banking Services (IC36)</i>
14	<b>Bankmobile Bold (logo)</b>	<i>General Banking Services (IC36)</i>
15	<b>Bankmobile Bold (logo)</b>	<i>General Banking Services (IC36)</i>
16	<b>BANKMOBILE DISBURSEMENTS</b>	<i>General Banking Services (IC36), FinTech/White Label (IC42); and Software (IC9)</i>
17	BankMobile Disbursements (logo)	<i>General Banking Services (IC36), FinTech/White Label (IC42); and Software (IC9)</i>

#	MARK	GOODS/SERVICES
18	<b>CurrentCash</b>	<i>General Banking Services (IC36)</i>
19	<b>POWERED BY BANKMOBILE</b>	<i>General Banking Services (IC36), FinTech/White Label (IC42); and Software (IC9)</i>
20	<b>POWERED BY BANKMOBILE (logo)</b>	<i>General Banking Services (IC36), FinTech/White Label (IC42); and Software (IC9)</i>
21	BankMobile (logo)	<i>General Banking Services (IC36)</i>
22	BankMobile (logo)	<i>General Banking Services (IC36), FinTech/White Label (IC42); and Software (IC9)</i>
23	BankMobile (logo)	<i>General Banking Services (IC36), FinTech/White Label (IC42); and Software (IC9)</i>
24	BankMobile (logo)	<i>General Banking Services (IC36), FinTech/White Label (IC42); and Software (IC9)</i>
25	BMPowered University (logo)	<i>General Banking Services (IC36)</i>
26	BMPowered University (logo)	
27	BMPowered University (logo)	

## APPROVED THIRD PARTY SERVICE PROVIDERS

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Relationship: Relationship Name	Brief Description
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

**Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.**

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## FIRST AMENDMENT TO PRIVATE LABEL BANKING PROGRAM AGREEMENT

This **FIRST AMENDMENT TO THE PRIVATE LABEL BANKING PROGRAM AGREEMENT**, dated as of September 30, 2017 (the "First Amendment Effective Date"), is by and between **T - MOBILE USA, INC.**, a corporation organized and existing under the laws of Delaware, with offices located at 12920 SE 38th Street, Bellevue, Washington 98006 - 1250 ("Company"), and **CUSTOMERS BANK**, a Pennsylvania state-chartered banking institution with a mailing address of 99 Bridge Street, Phoenixville, Pennsylvania 19460 ("Bank"), and amends the Agreement (as defined below) (this "First Amendment"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

### RECITALS

WHEREAS, Bank and Company entered into that certain Private Label Banking Program Agreement, effective as of February 24, 2017 (the "Agreement");

WHEREAS, the Agreement sets forth each Party's rights and responsibilities with respect to developing, marketing, and offering the Program; and

WHEREAS, Bank and Company desire to enter into this First Amendment to amend certain terms and conditions of the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements

herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. AMENDMENTS TO THE AGREEMENT

**1.1** Section 1 of the Agreement is hereby amended by deleting the definition of "T-Mobile Financial Services" in its entirety and replacing it with the following definition:

"T-Mobile Financial Services" means the products and services described in Exhibit D, the features and functionality set forth on Exhibit F, and the additional features, functionality, and support set forth on Exhibit F.

**1.2** Section 1 of the Agreement is hereby further amended by adding the following new defined terms:

[\*\*\*] has the meaning ascribed to such term in Section 8.1(h) of this Agreement.

[\*\*\*]

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" Enhancements " has the meaning ascribed to such term in Section 11(e) of Exhibit D to this Agreement.

" Error " has the meaning ascribed to such term in Section 11(f)(ii)(6) of Exhibit D to this Agreement.

" Maintenance Window " has the meaning ascribed to such term in Section 11 (f)(i)(5).

" Program Solution " has the meaning ascribed to such term in Section 11 (a) of Exhibit D to this Agreement.

" Program Solution Specifications " has the meaning ascribed to such term in Section 11(b) of Exhibit D to this Agreement.

" Program Solution Warranty Period " has the meaning ascribed to such term in Section 11(c) of Exhibit D to this Agreement.

[\*\*\*]

[\*\*\*]

" Statement of Work " has the meaning ascribed to such term in Section 11(a) of Exhibit D to this Agreement.

" Support Services " has the meaning ascribed to such term in Section 11(f)(ii)(2) of Exhibit D to this Agreement.

" Technical Improvements " has the meaning ascribed to such term in Section 11(d) of Exhibit D to this Agreement.

[\*\*\*]

**1.3** Section 6.1 of the Agreement is hereby amended and restated as follows:

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" 6.1 Bank shall administer the Program and provide the T-Mobile Financial Services in accordance with this Agreement (including, for the avoidance of doubt, Exhibit D ) . Bank shall use best efforts to cause [\*\*\*], in each case , in accordance with this Agreement. The Parties acknowledge that the offering of the Program [\*\*\*] is subject to regulatory approval , provided, that Bank shall use be s t efforts to obtain such regulatory approval. "

**1.4** Section 8.l(h) of the Agreement is hereby amended by addin g, at the end thereof, the following provision:

" Without limiting the generality of this Section 8.l(h) , Bank agrees that it will cause [\*\*\*] to provide certain services in connection with the Program (such services, collectively , the [\*\*\*] as Bank ' s third - party service provider. Bank further agrees that it will use best efforts to manage and monitor [\*\*\*] in a manner that ensures [\*\*\*] provides the [\*\*\*] in accordance with this Agreement as if Bank were providing such [\*\*\*] ; provided , that Bank shall be liable for [\*\*\*] failure to provide the [\*\*\*] as described herein only to the extent Bank fails to use best efforts to manage and monitor [\*\*\*] in a manner that ensures [\*\*\*] provides the [\*\*\*] in accordance with this Agreement. Except as otherwise agreed in writing by Company or as required in a Supervisory Objection , Bank shall not terminate its relationship with [\*\*\*]; provided , that (i) if Bank terminates its relationship with [\*\*\*] in accordance with this Section 8.l(h), Bank shall identify and enter into an agreement with a successor service provider prior to terminating its relationship with [\*\*\*] and shall cause s uch successor service provider to (A) provide the [\*\*\*] in accordance with this Agreement as if Bank were performing such [\*\*\*] and (B) provide such [\*\*\*] in a manner that causes no material disruption to the Program, and (ii) Bank ' s right to terminate its relationship with [\*\*\*] as required in a Supervisory Objection shall be subject to Bank ' s obligations set forth in Section 8. l(n)."

**1.5** The Agreement is hereby amended by adding [\*\*\*] to Schedule 8.1 (h).

**1.6** Section 9.2 of the Agreement is hereby amended and restated as follows:

**" 9.2 Implementation Fee; Project Cost-Sharing.**

(a) Company agrees to pay a fee in the amount of [\*\*\*] Bank for the development, design , creation, and implementation of the Program (the " Implementation Fee " ). The Implementation Fee shall be paid [\*\*\*]



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[\*\*\*] no later than thirty (30) days following Company's receipt of an invoice from Bank . The Parties acknowledge and agree that Company already has made [\*\*\*] payment referenced in Section 9.2(a)(i).

(b) In connection with Bank's provision of the additional features , functionality , and support set forth on Exhibit F [\*\*\*], and T-Mobile s pecific busin e ss integration and logic support) :

(i) Company agrees to pay to Bank [\*\*\*] later than thirty (30) day s following Company ' s receipt of an invoice from Bank.

(ii) Company agrees to pay to Bank [\*\*\*] the amount s set forth on Exhibit B within ninety (90) days following the first calendar day of each calendar year during the Term following the launch of the Program for commercial use in the United States.

(c) Company agrees to share certain costs with Bank in an amount up to [\*\*\*] subject to and in accordance with the terms and conditions set forth on Schedule 9.2."

**1.7** The Agreement is hereby amended by inserting, after Schedule 8.1(h), the new Schedule 9.2 set forth on Attachment A hereto .

**1.8** Section 10.2(b) of the Agreement i s hereby amended and restated as follows:

"(b) Durbin Exemption . In addition to any other termination right under this Agreement, either of Company or Bank may terminate this Agreement in accordance with this Section 10.2(b) if Bank no longer qualifie s for the Durbin Exemption and fails to consummate a transaction and assign this Agreement to a Durbin - Exempt Bank as contemplated by and in accordance with Section 8.1(1) and Section 15 .12, respectively; provided, that (i) neither Patty may exercise its right to terminate this Agreement pursuant to this Section 10 . 2(b) prior to July 1, 2019 , (ii) if either Patty exercises its right to terminate this Agreement pursuant to this Section 1 0.2(b), such Party shall notify the other Party in writing no later than thirty (30) days following the date on which Bank becomes subject to the Interchange Fee Limits of such Patty's decision to terminate this Agreement, and (iii) notwithstanding anything to the contrary in this Agreement (including either Patty's decision to terminate this Agreement pursuant to this Section 10 . 2(b)), Bank shall perform its obligations under this Agreement in accordanc e with the terms of this Agreement through July 1 , 2020 (the " Modified Transition Assistance Period "). For the avoidance of doubt, in the event of the termination of this Agreement pursuant to this Section 10.2(b ) , Company shall have the right to the Sale Option."

**1.9** Section 10.4(a) of the Agreement is hereby amended by de l eting the first sentence in its entirety and replacing it with the following new sentence:

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" Upon expiration or termination of this Agreement for any reason, except for a Supervisory Objection that directs Bank to terminate this Agreement , upon Company's written request, Bank shall continue to perform it s obligations under thi s Agreement for a period that does not exceed eighteen (18) months (the " Transition Assistance Period "); provided, that , notwithstanding anything to the contrary herein, (i) if Company elects to accept the Sale Option, the duration of the Transition Assistance Period shall be eighteen (18) month s, and (ii) i f the Trans ition Assistance Period continues for more than twelv e (12) months following the expirat ion or termination of this Agreement, the BankMobile Lab and Backoffice Serv ic es fee shall be redu ced from [\*\*] per month for the r emainder of the Transition Assistance Period. "

**1.10** Section 10.6 of the Agreement is hereby amended by replacing the reference to the "Term inati on Assistance Period" with a referenc e to the " Transit i on Assis t ance Period."

**1.11** Section 11.4 of the Agreement is hereby amended by ( i ) adding " and Bank Privacy Policies" to the h ead i n g , and (ii) adding the following ne w provision at the end thereof:

" Bank will maintain for the duration of the Term a privacy policy that comp l ete l y and acc uratel y discloses to consumers th e information Bank will provide to Company in connect ion with the Program , which privacy policy may change from time to time. Bank agrees to update its privacy policy prior to th e launch of the Beta Version , as necessary , to comply with this Sec ti on 11.4. "

**1.12** Exhibit B to the Agreement i s hereb y amended by (i) deleting the " BankMobile Lab and Backoffice Services" row and rep lacing i t with the new "BankMobi le Lab and Backoffice Services" row set forth on Attachment B hereto , and (ii) amending and r es tatin g the "Card Production" section of Exhibit B as set fo rth on Attachment B heret o.

**1.13** Exh ibit D to the Agreement is h ereby amended by (i) renumbering Section 11 thereof to Sect io n 1 2 and (ii) i nsert ing the new Section 11 se t forth on Attachment C hereto.

**1.14** Exhibit F to the Agreement is hereb y amended b y deleting Exhibit F in its entirety and replacing it with the new Exhibit F set forth on Attachment D hereto .

**1.15** Sect ion 7(c) of Exhibit D to the Agreement i s hereby amended by inserting the following new Section 7(c)(v):

"(v) [\*\*]"

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[\*\*\*]

IN WITNESS WHEREOF, this Agreement is executed by the Parties ' authorized officers or representatives and shall be effective as of the date first above-written.

T-MOBILE USA, INC. (COMPANY)	CUSTOMERS BANK (CUBI)
By: /s/ [***]	By: /s/ [***]
Name: [***]	Name: [***]
Title: [***]	Title: [***]
Date:	Date: 10/10/2017

APPROVED AS TO FORM  
/s/ [\*\*\*]  
T-MOBILE LEGAL

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

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ATTACHMENT A TO THE FIRST AMENDMENT

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**SCHEDULE 9.2**

<b>Release</b>	<b>Amount of Payment</b>	<b>Bank's Minimum Requirements</b>	<b>Date on which Bank Must Satisfy Minimum Requirements</b>	<b>Payment Terms</b>
<b>Test 0.4</b>	[***]	<p>To be eligible to receive a payment in the amount set forth in the second column, Bank must satisfy the following minimum requirements:</p> <ul style="list-style-type: none"> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***]</li> <li>• [***] integration in a test environment</li> </ul>	[***]	<p>Company will make a payment in the amount set forth in the second column following Bank's satisfaction of the minimum requirements in accordance with the terms hereof. If Bank fails to satisfy the minimum requirements by [***], then the amount of payment set forth in the second column will be [***]. If Bank fails to satisfy the minimum requirements by [***], then Bank [***] the second column. Notwithstanding the immediately preceding sentence, (i) if Bank's failure to satisfy the</p>

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Release	Amount of Payment	Bank’s Minimum Requirement	Date on which Bank Must Satisfy Minimum Requirements	Payment Terms
				minimum requirements by [***], is caused solely by Company's failure to perform a material obligation mutually agreed to by the Parties in writing during the weekly steering meetings for the Program, Company will be responsible for making a payment in the amount owed to Bank as of the date the Bank would have met the minimum requirements but for Company's failure to perform the material obligation mutually agreed to by the Parties in writing during the weekly steering meetings for the Program, and (ii) if Bank fails to satisfy the minimum requirements by [***], but satisfies the minimum requirements for the

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Release	Amount of Payment	Bank's Minimum Requirements	Date on which Bank Must Satisfy Minimum Requirements	Payment Terms
				Test 0.4 release and the Beta 1.1 release no later than [***], then Bank will be entitled to a payment in the amount set forth in the second column for the Test 0.4 release or the balance of the amount set forth in the second column if the payment previously was reduced by [***] in accordance with the terms hereof, as applicable.
Beta 1.1	[***]	To be eligible to receive a payment in an amount set forth in the second column, Bank must satisfy the minimum requirements applicable to the Test 0.4 release, in addition to the following additional requirements : <ul style="list-style-type: none"> <li>[***]</li> <li>[***] integration in a</li> </ul>	December 15, 2017	Company will make a payment in the amount set forth in the second column following Bank's satisfaction of the minimum requirements in accordance with the terms hereof. If Bank fails to satisfy the minimum requirements by [***],

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Release	Amount of Payment	Bank’s Minimum Requirement	Date on which Bank Must Satisfy Minimum Requirements	Payment Terms
		production environment • [***] • [***] features, as available		then the amount of payment set forth in the second column will be [***]. If Bank fails to satisfy the minimum requirements by [***], then Bank [***] second column. Notwithstanding the immediately preceding sentence, (i) if Bank's failure to satisfy the minimum requirements by [***], is caused solely by Company's failure to perform a material obligation mutually agreed to by the Parties in writing during the weekly steering meetings for the Program, Company will be responsible for making a payment in the amount owed to Bank as

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Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

Release	Amount of Payment	Bank's Minimum Requirements	Date on which Bank Must Satisfy Minimum Requirements	Payment Terms
				of the date the Bank would have met the minimum requirements but for Company's failure to perform the material obligation mutually agreed to by the Parties in writing during the weekly steering meetings for the Program, and (ii) if Bank fails to satisfy the minimum requirements by [***], but satisfies the minimum requirements for the Beta 1.1 release and the National Launch 1.2 release no later than [***], then Bank will be entitled to a payment in the amount set forth in the second column for the Beta 1.1 release or the balance of the amount set forth in the second column [***] in accordance

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Release	Amount of Payment	Bank's Minimum Requirements	Date on which Bank Must Satisfy Minimum Requirements	Payment Terms
				with the terms hereof, as applicable.
National Launch 1 .2	[***]	To be eligible to receive a payment in an amount set forth in the second column, Bank must launch all products and services set forth in the Agreement (including, for the avoidance of doubt, as described in Exhibit D), all features and functionality set forth on Exhibit F, and all additional features, functionality, and support set forth on Exhibit F.	[***]	If Bank fails to satisfy the minimum requirements by [***], then Bank shall not be entitled to any payment. Notwithstanding the foregoing, (i) the date on which Bank must satisfy the minimum requirements shall be extended until [***], upon Bank's written request to Company for such an extension; provided, that Bank shall not be entitled to such an extension if Bank fails to request such an extension in writing by [***]; and (ii) if Bank's failure to satisfy the minimum requirements by [***], is caused solely by Company's failure to

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Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

Release	Amount of Payment	Bank's Minimum Requirements	Date on which Bank Must Satisfy Minimum Requirements	Payment Terms
				perform a material obligation mutually agreed to by the Parties in writing during the weekly steering meetings for the Program, Company will be responsible for making a payment in the amount owed to Bank as of the date the Bank would have met the minimum requirements but for Company's failure to perform the material obligation mutually agreed to by the Parties in writing during the weekly steering meetings for the Program.

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

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**ATTACHMENT B TO THE FIRST AMENDMENT**

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

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[***]	[***]	[***]	[***]
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Card Production			
[***]	[***]	[***]	Additional customization available on a quoted basis
[***]	[***]	[***]	Additional customization available on a quoted basis
[***]	[***]	[***]	[***]
[***]	[***]	[***]	Digital Wallet

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

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**ATTACHMENT C TO THE FIRST AMENDMENT**

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11. Delivery and Acceptance of Program Solutions.

(a) Delivery. Company may inquire about the quality and progress of any deliverable contemplated in the Agreement or in any statement of work between the Parties, including, for the avoidance of doubt, the Digital Banking Platform and the Mobile Application (each such deliverable, a "Program Solution," and each such statement of work, a "Statement of Work") at any time and may inspect any such Program Solution upon reasonable notice to Bank. Bank will deliver any Program Solution either electronically or to a destination designated by Company. For the avoidance of doubt, Bank shall be under no obligation to disclose its source code for any such Program Solution to Company.

(b) Acceptance of Program Solutions. Except as otherwise provided in the Agreement (including in Section 10(e) of this Exhibit D), each Program Solution will be subject to the acceptance periods set forth in this Section 11. Except as otherwise provided in the Agreement (including in Section 10(e) of this Exhibit D), Company will have [\*\*\*] following the delivery of any Program Solution to evaluate such Program Solution and to submit a written notice of acceptance or rejection of such Program Solution to Bank. The Parties may mutually agree to a longer time period for Company's review and acceptance or rejection of any Program Solution. Company may reject any Program Solution or any portion thereof if such Program Solution or such portion thereof does not conform to the specifications, technical requirements, and other requirements of Company (collectively, the "Program Solution Specifications") applicable to such Program Solution; provided, that Company shall specify in reasonable detail the nature of the nonconformance of such Program Solution. If Company rejects any Program Solution or any portion thereof, Bank shall correct such Program Solution or such portion thereof and shall deliver the updated Program Solution to Company within [\*\*\*] following Bank's receipt of such rejection notice. If Bank is unable to correct the nonconformance of any Program Solution or any portion thereof and gain Company's acceptance of such Program Solution or portion thereof, then Company may provide notice of rejection of such Program Solution. This process shall be repeated until Company either rejects any Program Solution or notifies Bank in writing of Company's acceptance of such Program Solution, or until Bank notifies Company that the Program Solution Specifications for such Program Solution will need to be modified in order to achieve acceptance, in which case, if Company agrees in its reasonable discretion to modify the Program Solution Specifications, the process for acceptance of such Program Solution, as modified, will be repeated in accordance with this Section 11(b). Program Solutions provided to Company will not be deemed accepted until Company provides written notice of acceptance of such Program Solutions. For the avoidance of doubt, payment for such Program Solutions prior to acceptance will not constitute acceptance thereof, and is without prejudice to any claims that Company may have against Bank for breach of Bank's obligations under the Agreement or any Statement of Work.

(c) Warranty. Bank warrants that, from the date of acceptance of any Program Solution through the Term (the "Program Solution Warranty Period"), such Program Solution shall conform in all material respects with, and perform the functions set forth in, the Program Solution Specifications and shall be free from defects in design, material, and workmanship. If, during the Program Solution Warranty Period, Bank is notified by Company of any such defects in design, material, or workmanship, or of any nonconformity with the Program Solution Specifications, then Bank shall correct the applicable Program Solution, at Bank's expense and



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at no cost to Company, in accordance with the Response Time , the Workaround Time , and the Resolution Time requirements set forth in Section 11 (f) of this Exhibit D. Such correction shall include, without limitation , all material, labor, and services in connection with correcting the applicable Program Solution.

(d) Maintenance . Throughout the Term, Bank will provide to Company all fixes, patches , and other similar technical improvements to any Program Solution (collectively, " Technical Improvements ") at no additional cost to Company. All such Technical Improvements will be subject to the terms of the Agreement. For the avoidance of doubt , Company has no obligation to implement any Technical Improvements unless and until such Technical Improvements have been accepted by Company pursuant to Section 11 (b) . Company will not have any obligation to use any Technical Improvements provided by Bank and Bank will not make any changes that result in a degradation to the functionality or performance of any Program Solution without Company ' s prior written consent. Notwithstanding anything to the contrary, Bank may not make material changes that impact the features and / or functionality of any Program Solution without the prior written approval of Company.

(e) Updates and Upgrades . Bank shall provide to Company , and maintain , the Program Solutions with any and all enhancements, updates , upgrades, and new versions of the Program Solutions (collectively , the " Enhancements ") that Bank makes commercially available in the form and format reasonably specified by Company. Such Enhancements shall be deemed to be Program Solutions if such Enhancements are included by Bank as part of the Program Solutions and shall be covered by the Support Services set forth in the Agreement. Company shall have the right to review and approve any Enhancement of any Program Solution before such Enhancement is distributed for commercial use in connection with the Program.

(f) Service Levels and Support for Program Solutions . The following service level and support requirements shall apply to the Program Solutions and shall supplement the Service Levels set forth in Exhibit C of the Agreement.

(i) Availability . Bank shall provide the Program Solutions in accordance with the Agreement [\*\*].

(ii) General Support . Bank shall provide support for the Program Solution as set forth below .

(1) Bank shall provide all necessary resources to support acceptance testing, troubleshooting, and implementation of the Program Solutions.

(2) Bank shall provide all support and maintenance services, including technical support services, that are necessary for the Program Solutions to perform in accordance with the Agreement, any Statement of Work , the Program Solution Specifications , and any other applicable technical documents and requirements (collectively, the " Support Services " ). Bank shall provide such Support Services [\*\*] , in accordance with Response Time , Workaround Time , and Resolution Time requirements set forth below at no additional cost to Company. Bank shall ensure that each of its

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personnel performing any Support Services are experienced, knowledgeable, and qualified in the use, maintenance, and support of all Program Solutions. Bank will provide contact information for Bank's technical support, including a toll-free telephone number and email addresses, within a reasonable period of time.

In addition to the above contact information, Bank may provide direct numbers and dedicated support and account representatives to Company in writing. Bank may change any of the foregoing contact information from time to time by delivering written notice to Company as soon as reasonably practicable in advance of such change; provided, that at least one number or address is available for each means of contact at all times.

(3) Bank shall monitor the Program Solutions to ensure that they are being provided according to the Agreement, any Statement of Work, the Program Solution Specifications, and any other applicable technical documents and requirements.

(4) Bank promptly shall report all outages, including any performance degradation, to the contact person or email alias identified by Company from time to time.

(5) Bank may schedule upgrades and maintenance for the Program Solutions at commercially reasonable hours (the "Maintenance Window"); provided, that Bank shall notify Company in writing [\*\*\*].

(6) Bank shall communicate to Company immediately any non-scheduled or emergency maintenance that may impact the Program Solutions. Bank's failure to notify Company of a Maintenance Window or an unscheduled or emergency maintenance period that results in any failure of any Program Solution to perform and operate in accordance with the Agreement, any Statement of Work, Program Solution Specifications, and any other technical or other requirements of Company (each, an "Error") that constitutes a Severity Level I or Severity Level 2 (as defined below) condition in a given year will constitute a material breach of the Agreement.

(iii) Severity Levels. If Bank detects an Error with any Program Solution, or if Company reports an Error with any Program Solution to Bank, such Error will be promptly classified by such Party in accordance with the table below.

<u>Severity Level</u>	<u>Definition</u>
Severity Level I	An emergency condition which makes the use or continued use of any one or more critical functions of any Program Solution impossible or severely impacts a majority of users.
Severity Level 2	Any condition lasting longer [***] which makes the use or continued use of any one or more functions of any Program Solution difficult and which Company cannot

	reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort.
Severity Level 3	Any limited problem condition which is not critical in that no loss of data occurs and which Company can reasonably circumvent or avoid on a temporary basis without the expenditure of significant time or effort.
Severity Level 4	A minor problem condition or Documentation error which Company can easily circumvent or avoid.

(iv) The table below sets forth Bank 's Response Time, Workaround Time, and Resolution Time requirements in connection with any Error.

Severity Level	Response Time	Workaround Time	Resolution Time
Severity Level 1	[***]	[***]	[***] or a mutually agreed upon time period
Severity Level 2	[***]	[***]	[***] or a mutually agreed upon time period
Severity Level 3	[***]	[***]	[***] or a mutually agreed upon time period
Severity Level 4	[***]	[***]	[***] or a mutually agreed upon time period

For purposes of this Section 11 , the following terms shall have the meanings set forth below:

" Response Time " means the amount of time , from the time Bank becomes aware, or should have become aware , of any Error, in which Bank shall notify or respond to Company, as applicable, via telephone or email to report such Error or to acknowledge receipt of Company's notification to Bank of such Error.

" Workaround Time " means the amount of time, from the time Bank becomes aware, or should have become aware, of any Error, in which Bank shall provide a Workaround for such Error. For purposes of this definition , " Workaround " means a reasonable temporary resolution for any Error.

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" Resolution Time " means the amount of time, from the time Bank becomes aware , or should have become aware, of any Error, in which Bank shall provide a Resolution for such Error. For purposes of this definition , " Resolution " means a reasonable permanent resolution for any Error .

(v) Remedies . In the event that Bank fails to meet the Response Time, the Workaround Time , or the Resolution Time requirements set forth above and such failure constitutes a Severity Level I condition, Company shall [\*\*\*] for each such failure. The Parties acknowledge and agree that Bank ' s failure to comply with the Response Time , Workaround Time, and Resolution Time requirements set forth herein will cause Company to suffer an injury that is difficult or impossible to accurately estimate , that the amounts set forth in this Section 11(f)(v) are a reasonable estimate, based on the parties' experience in the industry, of the damages Company may incur if Bank fails to comply with such Response Time, Workaround Time, or Resolution Time requirements in a manner that constitutes a Severity Level I condition, and that the amounts set forth in this Section 11 (f)(v) constitute liquidated damages and not penalties.

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

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**ATTACHMENT D TO THE FIRST AMENDMENT**

**EXHIBIT F**  
**FEATURES AND FUNCTIONALITY**

<b>Timeframe</b>	<b>Table Stakes</b>	<b>Mobile-First</b>	<b>[***]</b>
Launch Date	<p><b>Availability:</b> Bank's mobile application will available to be delivered within various mobile application stores</p> <p><b>Account Management:</b> 1. [***] 2. View balance 3. View transaction history 4. [***] 5. View statements 6. View basic account information [***] 7. Conversational user interface to guide users through the post-application fulfillment process or for other key messages 8. Running balance visualization</p> <p><b>Money In/Money Out:</b> 1. Debit card 2. [***] 3. [***] 4. [***]</p>	<p><b>Account Access:</b> 1. [***] 2. [***] 3. [***] 4. Tab-bar based navigation following popular mobile app convention</p> <p><b>Activation/Enrollment:</b> 1. Streamlined [***] enrollment [***] 2. [***] 3. Activate new debit cards [***]</p> <p><b>Money In/Out:</b> 1. Mobile wallet push provisioning (virtual or physical card) 2. [***] 3. [***] 4. [***] 5. [***]</p>	<p>[***]</p>

	<div>5. [***]</div> <div>6. [***]</div> <div>7. [***]</div> <div>8. [***]</div> <div>9. [***]</div> <div>10. [***]</div>	<div>6. Universal money movement to handle multiple use cases</div> <div>Alerts:</div> <div>1. [***]</div> <div>2. [***]</div> <div>3. [***]</div> <div>4. [***]</div> <div>5. [***]</div> <div>6. [***]</div> <div>7. [***]</div> <div>8. [***]</div> <div>9. Access and security alerts</div> <div>10. [***]</div> <div>11. [***]</div> <div>Self Service:</div> <div>1. Activate debit card</div> <div>2. [***]</div> <div>3. [***]</div> <div>4. Secure messaging center or like contact method</div> <div>5. Contact us (with preloaded contact information)</div> <div>6. Update name, address, phone, email</div> <div>7. Add account nicknames</div> <div>8. Report lost/stolen cards</div> <div>9. Suppress paper statements</div> <div>10. [***]</div> <div>11. Privacy policy</div> <div>12. Disclosures</div>	
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Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

		13. Other legal agreements 14. FAQs	
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\*These features are excluded from the exclusivity requirements in Section 15.4(b).

ADDITIONAL FEATURES, FUNCTIONALITY, AND SUPPORT



Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

Feature Name	Functional Scope	Non-Functional Scope	Out of Scope
[***]	[***]	[***]	[***]
[***] Fully Automated [***] Support	<ul style="list-style-type: none"> <li>• Promoting for automatic [***] in the right situations</li> <li>• UI/UX for walking customers through an automated [***] change via [***]</li> <li>• UI/UX for providing customer status or handling exceptions with incomplete automated [***] setups</li> <li>• Internal usage reports and [***]</li> </ul>	<ul style="list-style-type: none"> <li>• [***]</li> <li>• Assessment of the [***]</li> <li>• [***] back-end API integration and maturing a vendor on new APIs</li> <li>• Storage and state management of [***] status</li> <li>• Ongoing back-office administration, contracting, and setup</li> <li>• Compliance, risk, fraud, and information security governance</li> </ul>	<ul style="list-style-type: none"> <li>• All [***] services that are not [***] related</li> <li>• Outbound [***] services</li> <li>• [***]</li> </ul>

[***]	[***]	[***]	[***]
[***] and Business Logic Support	<ul style="list-style-type: none"> <li>• Consume and interpret [***] and [***] data objects "as-is," without any context to [***] or other [***]/Bank business integration concerns</li> <li>• Store the [***] data object, including [***], for multiple downstream processes, including [***] and [***]</li> <li>• Detect [***] change events, [***] eligibility, and fulfill eligibility with an extensible solution to add additional [***] premiums in the future with minimal change</li> </ul>	<ul style="list-style-type: none"> <li>• A [***] program will be written that must interpret [***] data objects with [***] business logic, before sending it into a standard Bank [***] premiums engine.</li> <li>• (Note: This does not include Bank's build out of a [***] engine)</li> <li>• Functional design, technical design, development, testing, performance testing, compliance, risk and information security governance</li> </ul>	<ul style="list-style-type: none"> <li>• Additional business logic complexity to interpret [***] data above and beyond the sample attributes provided to Bank by [***].</li> <li>• End-to-end business process analysis for data integration requirements</li> </ul>

Certain identified information in this Exhibit, indicated by the mark "[\*\*\*]," has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

Exhibit 10.24

## SECOND AMENDMENT TO PRIVATE LABEL BANKING PROGRAM AGREEMENT

This **SECOND AMENDMENT TO THE PRIVATE LABEL BANKING PROGRAM AGREEMENT**, effective as of September 30, 2017 (the "Second Amendment Effective Date"), is by and between **T-MOBILE USA, INC.**, a corporation organized and existing under the laws of Delaware, with offices located at 12920 SE 38th Street, Bellevue, Washington 98006-1250 ("Company"), and **CUSTOMERS BANK**, a Pennsylvania state-chartered banking institution with a mailing address of 99 Bridge Street, Phoenixville, Pennsylvania 19460 ("Bank"), and amends the Agreement (as defined below) (this "Second Amendment"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

### RECITALS

WHEREAS, Bank and Company entered into that certain Private Label Banking Program Agreement, effective as of February 24, 2017 (the "Agreement"), as amended by the First Amendment effective September 30, 2017 ("the First Amendment");

WHEREAS, the Agreement sets forth each Party's rights and responsibilities with respect to developing, marketing, and offering the Program; and

WHEREAS, Bank and Company desire to enter into this Second Amendment to amend certain terms and conditions of the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1.1 AMENDMENTS TO THE AGREEMENT

Section 9.2 of the Agreement is hereby amended to add the following subsection to clarify the nature of the payments to the Bank:

**“ 9.2** (d) The payments made under section 9.2(a), 9.2(b)(i), and 9.2(c) are intended to compensate the Bank for expenses they incur during the preliminary project phase, including but not limited to expenses related to planning activities, conceptual formulation of ideas, and evaluation and selection of alternatives related to the performance and functional requirements of the Program. They are also intended to compensate the Bank for expenses related to training, data migration or conversion activities, and other operating expenses.”

IN WITNESS WHEREOF, this Agreement is executed by the Parties' authorized officers or representatives and shall be effective as of the date first above-written.

**T-MOBILE USA, INC. (COMPANY)      CUSTOMERS BANK (CUBI)**

By: <u>/s/ [***]</u>	By: <u>/s/ [***]</u>
Name: <u>[***]</u>	Name: <u>[***]</u>
Title: <u>[***]</u>	Title: <u>[***]</u>
Date: <u>10/24/2017   7:51 AM PDT</u>	Date: <u></u>

Reviewed and Approved as to Form  
/s/ [\*\*\*]  
T-Mobile Legal

**THIRD AMENDMENT TO  
PRIVATE LABEL BANKING PROGRAM AGREEMENT**

This **THIRD AMENDMENT TO THE PRIVATE LABEL BANKING PROGRAM AGREEMENT**, dated as of December 21, 2017 (the "Third Amendment Effective Date"), is by and between **T-MOBILE USA, INC.**, a corporation organized and existing under the laws of Delaware, with offices located at 12920 SE 38th Street, Bellevue, Washington 98006-1250 ("Company"), and **CUSTOMERS BANK**, a Pennsylvania state-chartered banking institution with a mailing address of 99 Bridge Street, Phoenixville, Pennsylvania 19460 ("Bank"), and amends the Agreement (as defined below) (this "Third Amendment"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

**RECITALS**

WHEREAS, Bank and Company entered into that certain Private Label Banking Program Agreement, effective as of February 24, 2017 (the "Agreement"); ; and

WHEREAS, Bank and Company desire to enter into this Third Amendment to amend certain terms and conditions of the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. AMENDMENTS TO SECTION 9.2 OF THE AGREEMENT**

(a) In connection with [\*\*\*] in the final implementation of additional features, functionality and support set forth on Exhibit F, Company agrees to pay Bank a fee in the amount of [\*\*\*] upon invoice in accordance with the Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties' authorized officers or representatives and shall be effective as of the date first above-written.

**T-MOBILE USA, INC. (COMPANY)**

**CUSTOMERS BANK (CUBI)**

By: /s/ [\*\*\*]

By: /s/ [\*\*\*]

Name: [\*\*\*]

Name: [\*\*\*]

Title: \_\_\_\_\_

Title: [\*\*\*]

Date: 12/22/2017 | 10:02 PM PST

Date: 12/22/2017

**APPROVED AS TO FORM**

/s/ [\*\*\*]

**T-MOBILE LEGAL**

## FOURTH AMENDMENT TO PRIVATE LABEL BANKING PROGRAM AGREEMENT

This **FOURTH AMENDMENT TO THE PRIVATE LABEL BANKING PROGRAM AGREEMENT**, dated as of December 1, 2018 (the "Fourth Amendment Effective Date"), is by and between **T-MOBILE USA, INC.**, a corporation organized and existing under the laws of Delaware, with offices located at 12920 SE 38th Street, Bellevue, Washington 98006-1250 ("Company"), and **CUSTOMERS BANK**, a Pennsylvania state-chartered banking institution with a mailing address of 99 Bridge Street, Phoenixville, Pennsylvania 19460 ("Bank"), and amends the Agreement (as defined below) (this "Fourth Amendment"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

### RECITALS

WHEREAS, Bank and Company entered into that certain Private Label Banking Program Agreement, effective as of February 24, 2017, which sets forth each Party's rights and responsibilities with respect to developing, marketing, and offering the Program (the "Agreement");

WHEREAS, Bank and Company entered into that certain First Amendment to the Agreement, dated as of September 30, 2017, that certain Second Amendment to the Agreement, dated as of September 30, 2017, and that certain Third Amendment to the Agreement, dated as of December 21, 2017, in each case, to amend or set forth certain terms and conditions of the Agreement; and

WHEREAS, Bank and Company desire to enter into this Fourth Amendment to the Agreement to set forth additional terms and conditions to govern Bank's provision of customer support services to T-Mobile Customers in connection with the Program.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### 1. AMENDMENTS TO THE AGREEMENT

**1.1** Section 7(a)(vii) of Exhibit D to the Agreement is hereby amended by adding, at the end thereof, the following:

"Without limiting the generality of the foregoing, Bank shall provide all customer-support services to T-Mobile Customers in connection with the Program and the T-Mobile Financial Services (collectively, the "Customer Support Services"). Subject to Section 8.1(h) of this Agreement, the Parties agree that Bank may use a third-party service provider to provide all or any part of the Customer Support Services; provided, that, Company may review Bank's use of such third-party service provider to provide the Customer Support Services annually and may require Bank to cease using such third-party service provider in connection with the Customer Support Services. If Company requires Bank to cease

**Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.**

using such third-party, an appropriate agreed upon timeframe for transition of the Customer Support Services to a new service provider will be established, and [\*\*\*]. If Bank uses a third-party service provider to provide all or any part of the Customer Support Services, then Bank shall ensure that such third-party complies with all of the obligations of Bank set forth in Schedule 7(a)(vii) as if such third party service provider were "Bank."

**1.2** The Agreement is hereby amended by inserting, after Exhibit D, the new Schedule 7(a)(vii) to Exhibit D attached hereto as Attachment A.

## ATTACHMENT A TO THE FOURTH AMENDMENT

### SCHEDULE 7(a)(vii) TO EXHIBIT D CERTAIN CUSTOMER SUPPORT SERVICES

1. Provision of Customer Support Services, Management and Personnel.

(a) Generally. Bank shall provide the Customer Support Services to T-Mobile Customers through various channels, [\*\*\*]. Without limiting the generality of the foregoing, Bank shall have and maintain a toll-free telephone number to be used by T-Mobile Customers in connection with the Customer Support Services. Bank shall provide the Customer Support Services [\*\*\*] hours a day, [\*\*\*] days a week in a manner that ensures a superior customer experience. Bank shall ensure that all individuals involved in the provision of the Customer Support Services possess the requisite knowledge about the Program and the T-Mobile Financial Services to provide the Customer Support Services in a competent manner.

(b) In connection with the Customer Support Services, including fraud support, Bank shall provide (i) all shared-support services for scheduling, forecasting, and monitoring, in real

time, the provision of the Customer Support Services, (ii) all management information systems, reporting services, and analytics, including any support for any of the foregoing, and (iii) all information technology and helpdesk services and monitoring related to the Customer Support Services.

(c) Bank shall have and maintain a detailed plan, and the capability to support, the transfer of T-Mobile Customers to Bank for the purpose of Bank providing the Customer Support Services to such T-Mobile Customers in accordance with the requirements established by Company from time to time.

(d) Bank shall have and maintain a quality-control program for the Customer Support Services (the "QC Program"), which QC Program will be subject to Company's review and approval. To the extent Bank makes any material changes to the QC Program, Bank shall notify Company of such changes and obtain Company's written consent to such changes prior to implementing such changes. Without limiting the generality of the foregoing, the QC Program shall meet or exceed the following guidelines:

(i) Bank shall implement and maintain a call recording system to create audio call recordings and text files, where applicable, of all contacts initiated by T-Mobile Customers (each, a "Customer Contact") and shall maintain full access to and ability to retrieve such audio recordings and text files for all Customer Contacts for no less than one (1) year for audio recordings/four (4) years for text files following the occurrence of such Customer Contacts. Bank shall make available to Company and its auditors a mutually agreed upon and approved (by Bank and Company's legal and compliance) solution for listening to live or recorded Customer Contacts on-site and remotely. Company will use any such recordings of conversations with T-Mobile Customers solely for internal purposes associated with the Program including, assessing quality

assurance, investigation, fraud or training.

(ii) Bank shall participate in regularly scheduled, but not more than quarterly unless Company deems reasonably necessary, quality-calibration sessions with Company.

(iii) Subject to Applicable Law, Bank shall implement reasonable non-banking related suggestions provided by Company for customizing scripts to be used in connection with the Customer Support Services.

(iv) Bank shall provide feedback and recommendations with respect to any scripts, processes, call flows, FAQs, or other knowledge-based tools used in connection with the Customer Support Services that have resulted in, or could result in, complaints or negative feedback from T-Mobile Customers.

(e) FAQs. Subject to Applicable Law, Bank shall provide Company with access to a list of frequently asked non-banking or regulatory questions, Bank contact information, as well as product related questions to be used in Company's retail outlets and call centers prior to the launch of the Program (the "FAQs"). The initial FAQs shall address questions and issues that Bank anticipates could arise in connection with sales and the Customer Support Services. Thereafter, Bank shall update the FAQs on a regular basis to reflect common questions and issues that arise in connection with sales and the Customer Support Services.

(f) Periodic Reviews. Bank shall use reasonable efforts to ensure that appropriate individuals involved in the provision of the Customer Support Services attend periodic review meetings with Company and participate in periodic, operational conference calls with Company, in each case, as determined by Company.

(g) Assessment of the Implementation of a Social Media Monitoring Program. Bank [\*\*\*] will prepare and deliver to T-Mobile [\*\*\*] an assessment of efforts and [\*\*\*] to implement the [\*\*\*]. After review of the assessment, T-Mobile in its sole discretion may decide to proceed with the implementation of the [\*\*\*] Tool. The [\*\*\*] Tool assessment will include the following:

(i) [\*\*\*]

a. [\*\*\*]

(ii) [\*\*\*]

a. [\*\*\*]



- b. [\*\*\*]
- c. [\*\*\*]

(iii) [\*\*\*]

- a. [\*\*\*]
- b. [\*\*\*]
- c. [\*\*\*]
- d. [\*\*\*]
- e. [\*\*\*]

(iv) Reporting / SLAs

- a. Reporting on volumes to help communicate trending or systemic issues, and service levels related to customers who have been transferred over.
- b. Any compliance or regulatory reporting to ensure communications with customers are secure and auditable

2. Management and Personnel.

(a) Generally. Bank, [\*\*\*], shall provide and maintain the following positions in connection with the Customer Support Services: [\*\*\*]

[\*\*\*].

(b) Agents.

(i) Generally. The Customer Support Services will be provided by the following types of Customer Support Agents: [\*\*\*]. Bank will provide agents for future, mutually agreed upon and approved channels.

(ii) Bilingual agents. As of the launch of the Program for commercial use, Bank shall ensure that at least [\*\*\*] percent [\*\*\*] of the Customer Support Agents at each Customer Service Center are bilingual in English and Spanish and possess the ability to read, write, and communicate fluently in both English and Spanish to (1) support both English- and Spanish language queues, as needed, and (2) understand all training materials, modules, and programs related to the Program and the Customer Support Services. Bank shall promptly provide additional Customer Support Agents that meet the above requirements at each Customer Service Center if additional bilingual Customer Support Agents are appropriate in light of volume or business requirements or are otherwise requested by Company.

(iii) Training. Bank shall provide training resources to support new-hire and recurrent training needs for new and then-current Customer Support Agents. Bank shall develop and provide training materials, modules, and programs related to the Program and the Customer Support Services. In addition, Bank shall develop and provide recurring training materials, modules, and programs related to the Program and the Customer Support Services to ensure a superior customer experience. Bank and Company shall agree to the content, quality, completeness, and delivery of such training materials, modules, and programs prior to the execution thereof. Without limiting the generality of the foregoing, Bank and Company agree that the training materials, modules, and programs shall include (1) compliance training, soft-skills and communications training, Program-specific product training (e.g., training related to the T-Mobile Financial Services), product-branding training, and Company culture training no less than once annually, (2) training-facilitator guides, (3) hands-on activities and exercises to develop communications skills (including soft skills), and (4) testing, on a material-, module-, and program-specific basis, to certify Customer Support Agents and Customer Service Center management. Bank reserves the right to take a "train-the-trainer" approach with respect to the training obligations set forth herein.

(c) Background Checks. Bank shall conduct or require its third parties to conduct background checks on all management and personnel involved in the Customer Support Services in accordance with Applicable Law and industry best practices. Background checks shall include criminal records. In addition, T-Mobile may request that Bank conduct periodic individual employee background checks during the course of an investigation. Without limiting the generality of the foregoing, all background checks shall include, at minimum, all counties of employment and residence for the last seven (7) years for the prospective employee, as well as

state and federal records. No prospective or current employee who has been convicted of a non pardoned felony (or equivalent charge), a gross misdemeanor, any misdemeanor relating to computer security or theft, violence, or fraud; or a breach of trust or act of dishonesty that is related to the job duties performed should be involved in the provision of Services. Costs incurred for background checks shall be Bank's responsibility.

3. Customer Service Centers.

(a) Bank shall be responsible for establishing and running each Customer Service Center at its own cost and expense, including all resources, premises, sites, systems, networks, hardware, software, and other equipment necessary to provide the Customer Support Services. Bank shall obtain or require its third parties to obtain and maintain all necessary rights, permits, and licenses to use each Customer Service Center and shall comply with all applicable registration, licensing, permitting, approval, and other governmental requirements to perform the Customer Support Services from such Customer Service Center.

(b) Bank represents that, as of the launch of the Program for commercial use, Bank will maintain one (1) Customer Service Center located in [\*\*\*], and that the Customer Support Services will be provided from such Customer Service Center. If Bank wishes to provide the Customer Support Services from a location other than the Customer Service Center in [\*\*\*], then Bank shall provide Company with all information requested by Company with respect to such location and shall obtain Company's written consent prior to providing the Customer Support Services from such location. If Bank provides the Customer Support Services from a location other than the Customer Service Center in [\*\*\*] and its Disaster Recovery site without Company's prior written consent, then Bank shall be deemed to be in material breach of the Agreement. Company agrees to provide a response to any Bank request to provide the Customer Support Services from a location other than the Customer Service Center in [\*\*\*],

(c) Bank agrees that each Customer Service Center will be designated for providing the Customer Support Services. To the extent that services other than the Customer Support Services are provided from a Customer Service Center, Bank shall ensure that a portion of such Customer Service Center is dedicated solely to providing the Customer Support Services and is branded for the Program prior to the launch of the Program for commercial use.

(d) Notwithstanding the foregoing, Company agrees that Bank's third-party service provider may use investigators located in locations other than the Customer Service Center, and that such investigators may provide incidental Customer Support Services in performing their duties.

4. Minimum Service Levels for the Customer Support Services.

(a) Generally. Bank shall provide the Customer Support Services in accordance with the following service levels (each, a "CSS Service Level "):

(i) Bank shall maintain an abandonment rate of no more than [\*\*\*] percent [\*\*\*]

on all Customer Contacts.

(ii) Bank shall resolve no less than [\*\*\*] percent [\*\*\*] of all Customer Contacts on a first-time basis as calculated using the aggregate One Call Resolution reports described in Section 5(a) below.

(iii) Bank shall answer no less than [\*\*\*] percent [\*\*\*] of all Customer Contacts within [\*\*\*] seconds.

(iv) Bank will use best efforts to maintain a Customer Contact quality score of no less than [\*\*\*] percent [\*\*\*] based on the Inbound Quality Call Review criteria provided on Exhibit 4(a)(iii) attached hereto and as otherwise established by Company from time to time

(b) Nonperformance. If Bank fails to comply with any CSS Service Level (each, a "CSS Service Level Failure"), then Bank shall provide to Company a plan for correcting such CSS Service Level Failure within five (5) days following Bank's identification of the CSS Service Level Failure, which plan shall be subject to Company's approval, and Bank shall correct such CSS Service Level Failure. All the terms of the Agreement and Exhibit C shall apply to CSS Service Levels.

5. Monitoring and Reporting Key Performance Indicators.

(a) Generally. Bank shall regularly provide reports that summarize the performance of Customer Service Center management and Customer Support Agents. In addition, Bank shall prepare and provide to Company reports that detail the following information:

- (i) Bank's performance relative to each CSS Service Level;
- (ii) Bank's average speed of answering each Customer Contact;
- (iii) the number of Customer Contacts received, handled, and abandoned;
- (iv) the resolution time for each Customer Contact;
- (v) the maximum number of Customer Contacts in queue at any given time;
- (vi) the longest wait time and the average wait time for each Customer Contact;
- (vii) the average amount of time to abandon each Customer Contact;
- (viii) the average amount of hold time for each Customer Contact;

Contact;

- (ix) the average amount of time to work each Customer Contact following the completion of each Customer

Contact;

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

- (x) the average amount of interaction time for each Customer Contact; and
  - (xi) the total number of transfers of Customer Contacts (percentage and number of calls)
  - (xii) Aggregate One Call Resolution Reports (based on an audited sample).
- (b) The reports prepared and provided by Bank may be updated from time to time upon the mutual agreement of the Parties.
- (c) Bank shall implement a net promoter program to monitor , evaluate , and report on overall customer experience.
6. Fees and Pricing. The following table and subsections (a) – (d) are appended to the end of Exhibit B of the Agreement.

[***]		
Site & Service	English	Bilingual (English/Spanish)
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]		
Fee	Price	Description
[***]	[***]	
[***]	[***]	
[***]	[***]	[***]

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]

- (a) Bank will charge Company only for [\*\*\*].
- (b) Bank and Company agree to review and negotiate [\*\*\*].
- (c) Without limiting the generality of the requirements applicable to invoicing under the Agreement, for each invoice that Bank provides to Company for the Customer Support Agent fees, such invoice shall indicate (1) [\*\*\*].
- (d) The maximum number of training hours per Customer Service Agent [\*\*\*] for which Customer is obligated to pay will not exceed [\*\*\*]

[\*\*\*].

(e) [\*\*\*] Tool Assessment. [\*\*\*].

7. Compliance and Audits.

(a) Bank shall ensure that each Customer Service Center and the Customer Support Services are provided in accordance with the confidentiality, information security, and privacy requirements under the Agreement, including Exhibit J. Without limiting the generality of the foregoing, Bank shall (a) prohibit the use of cell phones and other personal devices, (b) maintain a paperless environment, (c) lock down desk tops, (d) secure entrances with badge access readers and maintain access logs, and (e) install and monitor security cameras, firewalls, logging facilities, anti-virus, endpoint protection, web blocking, and other security protocols in accordance with the PCI Standards.

(b) Bank represents, warrants, and covenants that (i) disaster recovery, business resumption, and contingency plans are and will remain in place in connection with each Customer Service Center and the Customer Support Services, (ii) such disaster recovery, business resumption, and contingency plans do and will comply with industry best practices and Applicable Law, and (iii) such disaster recovery, business resumption, and contingency plans do and will prevent any interruption or impairment to each Customer Service Center and the Customer Support Services.

(c) Upon at least [\*\*\*] days' notice to Bank, Company may conduct site visits and audits of all Customer Service Centers from time to time to evaluate Bank's compliance with this Schedule 7(a)(vii) to Exhibit D. Bank will make reasonable efforts to accommodate notices of less than 15 days.

**IN WITNESS WHEREOF**, this Fourth Amendment is executed by the Parties' authorized officers or representatives and shall be effective as of the date first above-written.

**CUSTOMERS BANK**

**CUSTOMERS BANK (CUBI)**

By: <u>/s/ [***]</u>	By: <u>/s/ [***]</u>
Name: <u>[***]</u>	Name: <u>[***]</u>
Title: <u>[***]</u>	Title: <u>[***]</u>
Date: <u>12-1-18</u>	Date: <u>12/3/18</u>

DocuSigned by:  
T-Mobile Legal Approval By:  
/s/ [\*\*\*]

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

Exhibit 4(a)(iii)  
Inbound Quality Call Review Criteria

<b>Cobalt CARE QA Form 2018</b>	Agent:							
	Avaya Id:							
	Record ID:							
	Date&Time:							
	NPS:							
	Ticket No:							
	<b>RATING</b>							
	<b>Weights:</b>	<b>Possible</b>	<b>Earned</b>	<b>QA</b>				
<b>P.A.C.E</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>Rating</b>	<b>QA Disposition</b>	<b>QA Disposition</b>	<b>QA Disposition</b>	<b>Quality Analyst Comments</b>
	[***]	[***]	[***]	[***]				
<b>P</b> - Promises kept. Do what you said you will do.								
	[***]	[***]	[***]	[***]				
<b>A</b> - As soon as possible. Resolve the customer issue ideally by sundown, at most 24 hours.								
	[***]	[***]	[***]	[***]				
<b>C</b> - Correct information is always given to the customer. Listen carefully to understand the true customer question and then answer it accurately and fully.								
	[***]	[***]	[***]	[***]				
<b>E</b> - Empathy and respect are part of each customer interaction. We talk with a smile on our face. Be happy.								
<b>Final Score</b>			[***]	[***]				

<b>Actions/Expectations of the Specialist</b>
1.
2.
3.



**FIFTH AMENDMENT TO  
PRIVATE LABEL BANKING PROGRAM AGREEMENT**

This **SIXTH AMENDMENT TO THE PRIVATE LABEL BANKING PROGRAM AGREEMENT**, dated as of August 16, 2018, (the "Fifth Amendment Effective Date") is by and between **T-MOBILE USA, INC.**, a corporation organized and existing under the laws of Delaware, with offices located at 12920 SE 38th Street, Bellevue, Washington 98006-1250 ("Company"), and **CUSTOMERS BANK**, a Pennsylvania state-chartered banking institution with a mailing address of 99 Bridge Street, Phoenixville, Pennsylvania 19460 ("Bank"), and amends the Agreement (as defined below) (this "Fifth Amendment"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

**RECITALS**

WHEREAS, Bank and Company entered into that certain Private Label Banking Program Agreement, effective as of February 24, 2017, which sets forth each Party's rights and responsibilities with respect to developing, marketing, and offering the Program (the "Agreement");

WHEREAS, Bank and Company entered into that certain First Amendment to the Agreement, dated as of September 30, 2017, that certain Second Amendment to the Agreement, dated as of September 30, 2017, that certain Third Amendment to the Agreement, dated as of December 21, 2017, and that certain Fourth Amendment to the Agreement, dated as of [pending signature], in each case, to amend and/or set forth certain terms and conditions of the Agreement; and

WHEREAS, Bank and Company desire to enter into this Fifth Amendment to the Agreement to set forth terms and conditions to govern Bank's provision of the T-Mobile MONEY marketing site.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. AMENDMENTS TO THE AGREEMENT**

**1.1** Exhibit D to the Agreement is hereby amended by adding, at the end thereof, the following new Section 13:

"13. T-Mobile MONEY Marketing Site. Bank will build, deploy, and operate the T-Mobile MONEY marketing site (the "TMM Site") and will make the TMM Site available at t-mobilemoney.com in accordance with the requirements established by Company from time to time, the terms of this Agreement, and Schedule 13."

**1.2** The Agreement is hereby amended by inserting, after Exhibit D and any schedules thereto, the new Schedule 13 to Exhibit D attached hereto as Attachment 1.

## 2. MISCELLANEOUS

**2.1** Reaffirmation of Agreement. Except as expressly amended or modified by this Fifth Amendment, the Agreement shall remain unchanged and in full force and effect. The Parties acknowledge and agree that each Party shall be bound by and obligated to perform its respective obligations under the Agreement, as amended hereby, and that all references to the “Agreement” contained in the Agreement shall mean and include the Agreement, as amended by this Fifth Amendment.

**2.2** Severability. If any provision of this Fifth Amendment is deemed by a court or Regulatory Authority of competent jurisdiction to be illegal, invalid, or unenforceable, then such provision shall be deemed to have been omitted from this Fifth Amendment and the remainder of this Fifth Amendment shall remain in full force and effect.

**2.3** Counterparts. This Fifth Amendment may be executed in one or more counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, this Fifth Amendment is executed by the Parties' authorized officers or representatives and shall be effective as of the date first above-written.

**T-MOBILE USA, INC. (COMPANY)**

By: /s/ [\*\*\*]  
Name: [\*\*\*]  
Title: [\*\*\*]  
Date: 8/16/2018 | 8:57 PM PDT

**CUSTOMERS BANK (CUBI)**

By: /s/ [\*\*\*]  
Name: [\*\*\*]  
Title: [\*\*\*]  
Date: 08/16/2018

DocuSigned by:  
T-Mobile Legal Approval By:  
/s/ [\*\*\*]

ATTACHMENT 1 TO THE FIFTH AMENDMENT

SCHEDULE 13 TO EXHIBIT D TMM SITE

1. Description of Services/Deliverables.

(a) Generally. Bank will build, deploy, and operate the T-Mobile MONEY marketing site and will make such site available at t-mobilemoney.com (the “TMM Site”). The TMM Site will be hosted and managed through a content management system that will be mutually agreed to by both Parties (the “CMS”). Company will provide to Bank the proposed design and content of the TMM Site and Bank will build, deploy, and operate the TMM Site in accordance with such requirements. Bank will develop and maintain a content management process within the CMS to support, at a minimum, all of the content on the TMM Site. Bank acknowledges and agrees that the TMM Site, the CMS, and the TMM Site Deliverables (as defined below) contemplated by this Schedule 13 constitute Program Solutions under the Agreement and are subject to the terms and conditions of the Agreement, including Section 11 of Exhibit D to the Agreement.

(b) Requirements and Criteria.

(i) Marketing Materials. Bank will display pre-approved marketing materials on the TMM Site in the forms and formats approved by Company.

(ii) Privacy Policy. Bank will deliver the TMM Site in compliance with Company’s then-current privacy policy (the “Company Privacy Policy”) and will ensure, at all times, that the TMM Site is operated in a manner that complies with the Company Privacy Policy.

(c) Deliverables. In connection with the TMM Site, Bank will provide the deliverables set forth in this Section 1(c) (collectively, the “TMM Site Deliverables”). Bank acknowledges and agrees that:

(i) Bank will provide at least [\*\*\*] content pages with [\*\*\*] different layouts displaying various marketing materials. Bank will build, deploy, and operate the TMM Site in accordance with Company’s proposed design and content, which TMM Site will be subject to Company’s final acceptance of the TMM Site.

(ii) Bank will create a content workflow approval process in the CMS in accordance with the following steps/roles below:

(1) Content author, which will be the individuals from Bank and Company with access to enter and edit content and pages on the TMM Site;

(2) Marketing approver, which will be the individuals from the marketing departments of Bank and Company to approve or reject the content entered or edited on the TMM Site;

(3) Legal approver, which will be the individuals from the legal departments of Bank and Company to approve the content on the TMM Site; and

(4) Final publisher, which will be the individual that will cause the content to go live once each Party’s marketing and legal departments have approved the content.

The Parties agree that any content approval and revision process prior to the development of the CMS will be handled offline and that the workflow set forth in this Section 1(c)(ii) of this Schedule 13 only relates to the process applicable to the CMS.

- (iii) Bank will provide an out-of-the box log-in function from the CMS.
- (iv) Bank will develop a link from the TMM site to sign-up and secure banking login sites. At a later date, Bank will work with Company to deploy a JavaScript SDK or similar solution to enable full login functionality from the TMM site.
- (v) Bank will investigate a way to identify and track a new or returning user (and if possible, a returning customer) on the TMM site, within Bank’s acceptable information security practices. As needed, Bank will work with Company to deploy such a solution.
- (vi) Bank will develop [\*\*\*] landing-page templates based on pre- approved landing-page templates received from Company for TMM Site marketing purposes. All completed landing-page templates will be subject to final acceptance by Company.
- (vii) Bank will implement Adobe Analytics Standard tracking for the entirety of the TMM Site and, subject to Bank’s agreements with Adobe, will provide user accounts to Company employees, upon request, to enable such employees to access the TMM Site reporting suites in the Adobe Analytics web portal.
- (viii) Bank will work with Company to track the journeys of end users from Company wireless digital properties to the TMM Site, to sign-up, and to banking solutions as part of Bank's existing reporting work stream. If Company’s desired tracking of the end-to-end journey cannot be entirely satisfied as part of Bank's existing reporting work stream, Bank will work with Company to deploy Company analytic tags to the TMM Site if it is technically feasible. The foregoing sentence only covers the Company wireless and TMM Site portion of this capability.
- (ix) Azure will provide hosting services for the TMM Site. Bank will be responsible for the direct relationship with Azure. Fees will be paid in accordance with Section 4(e) of this Schedule 13.
- (x) Bank will ensure that the architecture is deployed in order to scale and will ensure that disaster recovery, business resumption, and contingency plans, including redundancies, and a disaster recovery site in Azure central are in place. As the scope or capabilities change, this may impact platform pass-through costs for hardware, but the solution will be architected to be extendable with hardware for additional scale beyond the initial, three node set-up.
- (xi) Bank will provide a separate workflow from the TMM Site such that changes to the frequently asked questions (the “FAQs”) can be initiated by either Company or Bank. This workflow will be based on the permissions in the CMS and what elements a user may edit. Bank may not make any changes to the FAQs without Company’s prior written consent.
- (xii) Bank will provide management of and updates to the TMM Site, including any content changes and new pages that can be created using existing templates and modules provided during the initial implementation. This authoring work will follow the content approval work flow indicated above in Section 1(c)(ii) of this Schedule 13 with any prior effort to be done offline and outside the CMS. Only final approved content will be created in the CMS. Any new requests that require the creation of a new content model, component, or template in the CMS will require additional resourcing.

(xiii) Bank will contract directly with Adobe to secure the use of the following products and services for the TMM Site:

(1) Adobe Analytics Standard, which is the standard analytics package from Adobe.

(2) Adobe Experience Manager (“AEM”) Assets, which is a digital asset-management tool that is integrated with the Adobe Experience Manager platform and enables users to share and distribute digital assets. Users can manage, store, and access images, videos, documents, audio clips, and rich media for use on the web, in print, and for digital distribution.

(3) AEM Sites, which is a web-content management platform for delivering digital, cross-channel customer experiences and provides an authoring environment with support for in-place editing, drag-and-drop page composition from a library of web components, and controls for search-engine optimization, scheduled delivery, and landing-page optimization.

(4) AEM Sites, Opt ADDL Instances 1L, which is an additional publish instance for AEM as AEM On-Premise comes with One Publish and One Author.

(ix) Bank will ensure that the general management of the TMM Site, the CMS, the TMM Site Deliverables, and any infrastructure complies with all aspects of Section 11 of Exhibit D to the Agreement, including the provisions thereof related to maintenance, updates and upgrades, and service levels and support, and all aspects of Exhibit C. Without limiting the generality of the foregoing, Bank will ensure that it:

(1) Conducts twenty-four (24) hours a day, seven (7) days a week monitoring and restarts (as necessary);

(2) Performs regular backups on a daily basis and restorations (as necessary);

(3) Obtains Company’s prior written consent and a written amendment to this Schedule 13 before proceeding with or otherwise implementing any major release of the CMS;

(4) Reviews, on a monthly basis, utilization of capacity; and

(5) Obtains Company’s prior written consent and a written amendment to this Schedule 13 before proceeding with or otherwise implementing any capacity increase beyond the capacity contemplated as of the go-live date if such capacity increase will require labor and additional infrastructure resources.

2. Other Responsibilities of Bank. Bank will provide a single point of contact and accountability from Bank to act as project manager (the “Bank SPOC”) to work with Company’s single point of contact or other designated representative of Company (the “Company Point of Contact”). The Bank SPOC must be senior level and must possess technical expertise to answer questions and act in a prompt and accurate manner.

3. Company’s Responsibilities.

(a) Company will provide the Company Point of Contact.

(b) Company will provide input and feedback to Bank for Bank to comply with Company's requirements and to drive continuous improvement.

(c) Company will approve deployment of each release of the TMM Site.

4. Miscellaneous.

(a) Service Levels and Support. Bank will perform its obligations under this Schedule 13 in accordance with the Agreement, including Exhibit C of the Agreement and Section 11 of Exhibit D to the Agreement.

(b) Transition Assistance. For the avoidance of doubt, Bank's obligations with respect to the TMM Site and this Schedule 13 will be subject to the transition assistance provisions of the Agreement.

(c) Project Managers. The following individuals will act as the Bank SPOC and the Company Point of Contact, as applicable, in connection with each Party's performance of its obligations hereunder.

Bank SPOC	Company Point of Contact
[***]	[***]
99 Bridge Street, Phoenixville, Pennsylvania 19460	12920 SE 38th Street, Bellevue, Washington 98006-1350
[***]	[***]
[***]	[***]

(d) Expenses. [\*\*\*] will bear sole responsibility for all costs, expenses, and other amounts incurred in connection with this Schedule 13, except as otherwise set forth below or agreed in writing by [\*\*\*].

(e) Payment. [\*\*\*].

Scope Item	Cost Type	Term	Price
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

EXECUTION COPY 8-14-18

	[***]		
[***]	[***]	[***]	[***]



Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

EXECUTION COPY 8-14-18

	[***]		
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

**SIXTH AMENDMENT TO  
PRIVATE LABEL BANKING PROGRAM AGREEMENT – MASTERCARD REPOWER SUPPORT**

This **SIXTH AMENDMENT TO THE PRIVATE LABEL BANKING PROGRAM AGREEMENT**, dated as of September \_\_, 2018 (the “Sixth Amendment Effective Date”), is by and between **T-MOBILE USA, INC.**, a corporation organized and existing under the laws of Delaware, with offices located at 12920 SE 38th Street, Bellevue, Washington 98006-1250 (“Company”), and **CUSTOMERS BANK**, a Pennsylvania state-chartered banking institution with a mailing address of 99 Bridge Street, Phoenixville, Pennsylvania 19460 (“Bank”), and amends the Agreement (as defined below) (this “Sixth Amendment”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

**RECITALS**

WHEREAS, Bank and Company entered into that certain Private Label Banking Program Agreement, effective as of February 24, 2017, which sets forth each Party’s rights and responsibilities with respect to developing, marketing, and offering the Program (the “Agreement”);

WHEREAS, Bank and Company entered into that certain First Amendment to the Agreement, dated as of September 30, 2017, that certain Second Amendment to the Agreement, dated as of September 30, 2017, that certain Third Amendment to the Agreement, dated as of December 21, 2017, and that certain Fourth Amendment to the Agreement, dated as of [pending signature], and that certain Fifth Amendment to the Agreement, dated as of August 16, 2018, in each case, to amend certain terms and conditions of the Agreement; and

WHEREAS, Bank and Company desire to enter into this Sixth Amendment to the Agreement to further amend the Agreement and to set forth additional terms and conditions to govern the Program.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1 AMENDMENTS TO THE AGREEMENT**

- 1.1** In order to implement the [\*\*\*] functionality that was added to Additional Features, Functionality and Support under Exhibit F pursuant to Amendment 1 of the Agreement dated as of September 30, 2017, Company will [\*\*\*]

- 1.2 Exhibit F to the Agreement is hereby further amended by adding, at the end thereof, the table attached hereto as Attachment A. The IVR description included in Attachment A will be included in the features, functionality and support provided by the Bank. The described IVR items will be delivered by Bank [\*\*\*] upon delivery and written acceptance by Company; all payments to be made in accordance with the payment and invoicing procedures as described in Section 9.4 of the Agreement.

IN WITNESS WHEREOF, this Sixth Amendment is executed by the Parties' authorized officers or representatives and shall be effective as of the date first above-written.

**T-MOBILE USA, INC. (COMPANY)**

By: /s/ [\*\*\*]  
Name: [\*\*\*]  
Title: [\*\*\*]  
Date: 9/28/2018

**CUSTOMERS BANK (CUBI)**

By: /s/ [\*\*\*]  
Name: [\*\*\*]  
Title: [\*\*\*]  
Date: 09/21/2018

DocuSigned by:  
T-Mobile Legal Approval By:  
/s/ [\*\*\*]

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

ATTACHMENT A TO THE SIXTH AMENDMENT

EXHIBIT F - ADDITIONAL FEATURES, FUNCTIONALITY AND SUPPORT

Feature #	Current State Feature Name	Current State Feature Description	Future State Feature Name	Future State Feature Description
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

		[***]		[***]
--	--	-------	--	-------

**SEVENTH AMENDMENT TO  
PRIVATE LABEL BANKING PROGRAM AGREEMENT – [\*\*\*]/[\*\*\*]**

This **SEVENTH AMENDMENT TO THE PRIVATE LABEL BANKING PROGRAM AGREEMENT**, dated as of September \_\_, 2018 (the "Seventh Amendment Effective Date"), is by and between **T-MOBILE USA, INC.**, a corporation organized and existing under the laws of Delaware, with offices located at 12920 SE 38th Street, Bellevue, Washington 98006-1250 ("Company"), and **CUSTOMERS BANK**, a Pennsylvania state-chartered banking institution with a mailing address of 99 Bridge Street, Phoenixville, Pennsylvania 19460 ("Bank"), and amends the Agreement (as defined below) (this "Seventh Amendment"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

**RECITALS**

WHEREAS, Bank and Company entered into that certain Private Label Banking Program Agreement, effective as of February 24, 2017, which sets forth each Party's rights and responsibilities with respect to developing, marketing, and offering the Program (the "Agreement");

WHEREAS, Bank and Company entered into that certain First Amendment to the Agreement, dated as of September 30, 2017, that certain Second Amendment to the Agreement, dated as of September 30, 2017, that certain Third Amendment to the Agreement, dated as of December 21, 2017, and that certain Fourth Amendment to the Agreement, dated as of [pending signature], that certain Fifth Amendment to the Agreement, dated as of August 16, 2018, and that certain Sixth Amendment to the Agreement, dated as of [pending signature], in each case, to amend certain terms and conditions of the Agreement; and

WHEREAS, Bank and Company desire to enter into this Seventh Amendment to the Agreement to further amend the Agreement and to set forth additional terms and conditions to govern the Program.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1 AMENDMENTS TO THE AGREEMENT**

**1.1** Exhibit F to the Agreement is hereby further amended by adding, at the end thereof, the table attached hereto as Attachment A.

**1.1.1** Company agrees to pay Bank [\*\*\*] for work already performed for this Amendment, [\*\*\*] completed between January 2018 and August 10<sup>th</sup>, 2018. A detailed fee schedule is attached hereto as

Attachment A. The payment for all work completed is due in accordance with invoicing procedures in Section 9.4 of the Agreement.

IN WITNESS WHEREOF, this Seventh Amendment is executed by the Parties' authorized officers or representatives and shall be effective as of the date first above-written.

**T-MOBILE USA, INC. (COMPANY)**

By: /s/ [\*\*\*]

Name: [\*\*\*]

Title: [\*\*\*]

Date: 9/28/2018

**CUSTOMERS BANK (CUBI)**

By: /s/ [\*\*\*]

Name: [\*\*\*]

Title: [\*\*\*]

Date: 09/21/2018

DocuSigned by:

T-Mobile Legal Approval By:

/s/ [\*\*\*]





## **EIGHTH AMENDMENT TO PRIVATE LABEL BANKING PROGRAM AGREEMENT**

This **EIGHTH AMENDMENT TO THE PRIVATE LABEL BANKING PROGRAM AGREEMENT**, dated as of December 9, 2018 (the “Eighth Amendment Effective Date”), is by and between **T-MOBILE USA, INC.**, a corporation organized and existing under the laws of Delaware, with offices located at 12920 SE 38th Street, Bellevue, Washington 98006-1250 (“Company”), and **CUSTOMERS BANK**, a Pennsylvania state-chartered banking institution with a mailing address of 99 Bridge Street, Phoenixville, Pennsylvania 19460 (“Bank”), and amends the Agreement (as defined below) (this “Eighth Amendment”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

### **RECITALS**

WHEREAS, Bank and Company entered into that certain Private Label Banking Program Agreement, effective as of February 24, 2017, which sets forth each Party’s rights and responsibilities with respect to developing, marketing, and offering the Program (the “Agreement”);

WHEREAS, Bank and Company entered into that certain First Amendment to the Agreement, dated as of September 30, 2017, that certain Second Amendment to the Agreement, dated as of September 30, 2017, that certain Third Amendment to the Agreement, dated as of December 21, 2017, and that certain Fourth Amendment to the Agreement, dated as of [pending signature], that certain Fifth Amendment to the Agreement, dated as of August 16, 2018, that certain Sixth Amendment to the Agreement, dated as of [pending signature], that certain Seventh Amendment to the Agreement, dated as of [pending signature], in each case, to amend certain terms and conditions of the Agreement; and

WHEREAS, Bank and Company desire to enter into this Eighth Amendment to the Agreement to further amend the Agreement and to set forth additional terms and conditions to govern the Program.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **1 AMENDMENTS TO THE AGREEMENT**

**1.1** The Parties add to the Agreement as Exhibit “K” the document attached hereto as Attachment “A” for a fixed cost proposal for services listed.

IN WITNESS WHEREOF, this Eighth Amendment is executed by the Parties’ authorized officers or representatives and shall be effective as of the date first above-written.

T-MOBILE USA, INC. (COMPANY)	CUSTOMERS BANK (CUBI)
By: <u>/s/ [***]</u>	By: <u>/s/ [***]</u>
Name: <u>[***]</u>	Name: <u>[***]</u>
Title: <u>[***]</u>	Title: <u>[***]</u>
Date: <u>11/13/2018</u>	Date: <u>11/9/2018</u>

DocuSigned by:  
T-Mobile Legal Approval By:  
/s/ [\*\*\*]

## **ATTACHMENT A TO THE EIGHTH AMENDMENT**

### **Exhibit K**

#### **DEVELOPMENT OF [\*\*\*] PROPOSAL TO ADD ADDITIONAL SERVICES TO THE AGREEMENT**

- 1.1** Bank will prepare a [\*\*\*] proposal detailing [\*\*\*] associated with the additional services Company requests to be added to the Agreement and outlined below (“Proposal”). The terms applicable to the development and delivery of this Proposal are as outlined below.
  - 1.1.1** Bank will deliver a Proposal to Company outlining the details [\*\*\*] that will be associated with delivering the services set forth in the table below. To complete and deliver the Proposal, Bank will perform [\*\*\*]. Nothing in this Exhibit “K” obligates Bank to begin any technological development work on any of the services to be discussed in the Proposal or set forth in the table below.
  - 1.1.2** Bank contemplates that the Proposal will include a [\*\*\*] to develop and implement the various services set forth in the table below [\*\*\*] should Company and Bank agree to the development and implementation of the services contained in the Proposal.
  - 1.1.3** Bank will begin work on the Proposal, [\*\*\*], and continuing until the Proposal is complete or Company gives notice of termination concerning the work on this Proposal. [\*\*\*].
  - 1.1.4** Company may terminate any work under this Proposal upon sixty (60) days’ written notice to Bank. [\*\*\*].
  - 1.1.5** If Company desires that the services set forth in the Proposal be added to the Agreement, the parties shall enter into a further written agreement setting forth the terms and conditions upon which the Bank will perform those additional services. Bank is not obligated to provide any services described in the Proposal until such SOW has been agreed to by Bank and Company and added to the Agreement at a future date.

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

**SCOPE OF PROPOSED SERVICES TO BE ADDRESSED IN PROPOSAL**

Item	Description
Category 1	
[***] and [***]	[***]
[***]	[***]

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

Item	Description
	[***]
[***]	[***]

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

Category 2	
[***]	[***]
[***]	[***]

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

	[***]
[***]	[***]
[***]	[***]

## NINTH AMENDMENT TO PRIVATE LABEL BANKING PROGRAM AGREEMENT

This **NINTH AMENDMENT TO THE PRIVATE LABEL BANKING PROGRAM AGREEMENT**, dated as of September 28, 2018 (the “Ninth Amendment Effective Date”), is by and between **T-MOBILE USA, INC.**, a corporation organized and existing under the laws of Delaware, with offices located at 12920 SE 38th Street, Bellevue, Washington 98006-1250 (“Company”), and **CUSTOMERS BANK**, a Pennsylvania state-chartered banking institution with a mailing address of 99 Bridge Street, Phoenixville, Pennsylvania 19460 (“Bank”), and amends the Agreement (as defined below) (this “Ninth Amendment”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

### RECITALS

WHEREAS, Bank and Company entered into that certain Private Label Banking Program Agreement, effective as of February 24, 2017, which sets forth each Party’s rights and responsibilities with respect to developing, marketing, and offering the Program (the “Agreement”);

WHEREAS, Bank and Company entered into that certain First Amendment to the Agreement, dated as of September 30, 2017, that certain Second Amendment to the Agreement, dated as of September 30, 2017, that certain Third Amendment to the Agreement, dated as of December 21, 2017, that certain Fourth Amendment to the Agreement, dated as of [pending signature], that certain Fifth Amendment to the Agreement, dated as of August 16, 2018, that certain Sixth Amendment to the Agreement, dated as of September 26, 2018, that certain Seventh Amendment to the Agreement, dated as of September 26, 2018, and that certain Eighth Amendment to the Agreement, dated as of [pending signature], in each case, to amend certain terms and conditions of the Agreement; and

WHEREAS, Bank and Company desire to enter into this Ninth Amendment to the Agreement to further amend the Agreement and to set forth additional terms and conditions to govern the Program.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### AMENDMENTS TO THE AGREEMENT

- 1) Warranty Period - Maintenance of Program Launch Resources: For a period of [\*\*\*] from the Launch Date, Bank will maintain the business and technical resources listed on Schedule “A” to support, respond to and remedy any technical issues, bug fixes or issues with the Program for [\*\*\*].



- 2) Additional Resources: Bank deployed the business and technical resources to support T-Mobile-specific features delivered from [\*\*\*] related to the following Company-specific features:
- i) Usage of [\*\*\*] throughout the T-Mobile MONEY experience, [\*\*\*];
  - ii) Removing [\*\*\*] throughout the app and updates to support Company brand;
  - iii) Various updates to the application content and style, including promotional programs such as [\*\*\*] language changes, T-Mobile MONEY logo, content, and UX improvements;
  - iv) Change request to [\*\*\*], and make it configurable post- launch;
  - v) Company employee support for [\*\*\*] through [\*\*\*];
  - vi) [\*\*\*];
  - vii) Various updates to data integration between Company and Bank based on changes discovered in testing, or descopes from Company.
- 3) [\*\*\*]

IN WITNESS WHEREOF, this Ninth Amendment is executed by the Parties' authorized officers or representatives and shall be effective as of the date first above-written.

**T-MOBILE USA, INC. (COMPANY)**

By: /s/ [\*\*\*]

Name: [\*\*\*]

Title: [\*\*\*]

Date: 10/9/2018

**CUSTOMERS BANK (CUBI)**

By: /s/ [\*\*\*]

Name: [\*\*\*]

Title: [\*\*\*]

Date: 09/28/2018

DocuSigned by:

T-Mobile Legal Approval By

: /s/ [\*\*\*]

Schedule A

List of Resources for Warranty Period

[\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

## TENTH AMENDMENT TO PRIVATE LABEL BANKING PROGRAM AGREEMENT

This **TENTH AMENDMENT TO THE PRIVATE LABEL BANKING PROGRAM AGREEMENT**, dated as of December 27th, 2018 (the "Tenth Amendment Effective Date"), is by and between **T-MOBILE USA, INC.**, a corporation organized and existing under the laws of Delaware, with offices located at 12920 SE 38th Street, Bellevue, Washington 98006-1250 ("Company"), and **CUSTOMERS BANK**, a Pennsylvania state-chartered banking institution with a mailing address of 99 Bridge Street, Phoenixville, Pennsylvania 19460 ("Bank"), and amends the Agreement (as defined below) (this "Tenth Amendment"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

### RECITALS

WHEREAS, Bank and Company entered into that certain Private Label Banking Program Agreement, effective as of February 24, 2017, which sets forth each Party's rights and responsibilities with respect to developing, marketing, and offering the Program (the "Agreement");

WHEREAS, Bank and Company entered into that certain First Amendment to the Agreement, dated as of September 30, 2017, that certain Second Amendment to the Agreement, dated as of September 30, 2017, that certain Third Amendment to the Agreement, dated as of December 21, 2017, that certain Fourth Amendment to the Agreement, dated as of December 1, 2018, that certain Fifth Amendment to the Agreement, dated as of August 16, 2018, that certain Sixth Amendment to the Agreement, dated as of September 26, 2018, that certain Seventh Amendment to the Agreement, dated as of September 26, 2018, that certain Eighth Amendment to the Agreement, dated as of November 9, 2018, and that certain Ninth Amendment to the Agreement, dated as of September 31, 2018, in each case, to amend certain terms and conditions of the Agreement; and

WHEREAS, Bank and Company desire to enter into this Tenth Amendment to the Agreement to further amend the Agreement and to set forth additional terms and conditions to govern the Program.

**NOW, THEREFORE**, in consideration of the promises, covenants, and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 9.2 of the Agreement is hereby amended by adding, at the end thereof, the following provision:

- (a) [\*\*\*] in connection with the development, design, and creation of additional features and functionality which were launched in beta releases in 2018, not previously referenced in this Agreement, attached hereto as Attachment A. These items are pending delivery in a production release before [\*\*\*]

Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

[\*\*\*]

IN WITNESS WHEREOF, this Agreement is executed by the Parties’ authorized officers or representatives and shall be effective as of the date first above-written.

T-MOBILE USA, INC. (COMPANY)	CUSTOMERS BANK (CUBI)
By: <u>/s/ [***]</u>	By: <u>/s/ [***]</u>
Name: <u>[***]</u>	Name: <u>[***]</u>
Title: <u>[***]</u>	Title: <u>[***]</u>
Date: <u>12/30/2018   7:59 AM PST</u>	Date: <u>12/28/2018   10:06 AM PST</u>

DocuSigned by:  
T-Mobile Legal Approval By:  
/s/ [\*\*\*]

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Certain identified information in this Exhibit, indicated by the mark “[\*\*\*],” has been excluded because it is both (i) not material and (ii) would be competitively harmful if publicly disclosed.

## ATTACHMENT A

[\*\*\*]

**List of Significant Subsidiaries of Customers Bancorp, Inc.**

<u>Name:</u>	<u>Jurisdiction</u>
1. Customers Bank	Pennsylvania

**CERTIFICATION PURSUANT TO  
RULES 13a-14(a) / 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Jay S. Sidhu, certify that:

1. I have reviewed this Annual Report on Form 10-K/A of Customers Bancorp, Inc. and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

/s/ Jay S. Sidhu

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Jay S. Sidhu

*Chairman and Chief Executive Officer*

(Principal Executive Officer)

Date: April 24, 2019

**CERTIFICATION PURSUANT TO  
RULES 13a-14(a) / 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Carla A. Leibold, certify that:

1. I have reviewed this Annual Report on Form 10-K/A of Customers Bancorp, Inc. and
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report.

/s/ Carla A. Leibold

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Carla A. Leibold

*Chief Financial Officer and Treasurer*

(Principal Financial Officer)

Date: April 24, 2019