

AGREEMENT BY AND BETWEEN
Axion Bank, National Association
Maitland, Florida
and
The Office of the Comptroller of the Currency

AA-SO-2024-83

Axiom Bank, National Association, Maitland, Florida (“Bank”) and the Office of the Comptroller of the Currency (“OCC”) wish to assure the safety and soundness of the Bank and its compliance with laws and regulations.

The Comptroller of the Currency (“Comptroller”) has found violations of 12 C.F.R. §§ 21.21(d)(1) and (d)(3) and unsafe or unsound banking practices with respect to the Bank’s Bank Secrecy Act/ Anti-Money Laundering (“BSA/AML”) compliance.

Therefore, the OCC, through the duly authorized representative of the Comptroller, and the Bank, through its duly elected and acting Board of Directors (“Board”), hereby agree that the Bank shall operate at all times in compliance with the following:

ARTICLE I

JURISDICTION

(1) The Bank is an “insured depository institution” as that term is defined in 12 U.S.C. § 1813(c)(2).

(2) The Bank is a national banking association within the meaning of 12 U.S.C. § 1813(q)(1)(A), and is chartered and examined by the OCC. *See* 12 U.S.C. § 1 *et seq.*

(3) The OCC is the “appropriate Federal banking agency” as that term is defined in 12 U.S.C. § 1813(q).

ARTICLE II

COMPLIANCE COMMITTEE

(1) Within thirty (30) days of the execution of this Agreement, the Board shall appoint a Compliance Committee of at least three (3) members of which a majority shall be directors who are not employees or officers of the Bank or any of its subsidiaries or affiliates. The Board shall submit in writing to the Assistant Deputy Comptroller the names of the members of the Compliance Committee within ten (10) days of their appointment. In the event of a change of the membership, the Board shall submit in writing to the Assistant Deputy Comptroller within ten (10) days the name of any new or resigning committee member. The Compliance Committee shall monitor and oversee the Bank's compliance with the provisions of this Agreement. The Compliance Committee shall meet at least quarterly and maintain minutes of its meetings.

ARTICLE III

BSA/AML ACTION PLAN

(1) Within thirty (30) days of the date of this Agreement, the Bank shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection an acceptable written plan detailing the remedial actions necessary to achieve and sustain compliance with the Bank Secrecy Act ("BSA"), as amended (31 U.S.C. § 5311 *et seq.*), the regulations promulgated thereunder, and relevant Executive Orders, and that incorporates the substantive requirements of Articles IV through IX of this Agreement ("BSA/AML Action Plan").

(2) The BSA/AML Action Plan shall include at a minimum:

(a) a description of the corrective actions needed to achieve compliance

with Articles IV through IX of this Agreement;

- (b) reasonable and well-supported timelines for completing the corrective actions required by Articles IV through IX of this Agreement;
- (c) the person(s) responsible for completing the corrective actions required by Articles IV through IX of this Agreement; and
- (d) plans for independent validation of the corrective actions required by Articles IV through IX of this Agreement no later than sixty (60) days after each action is completed. For purposes of this requirement, independent validation may include internal audit.

(3) Upon receipt of the Assistant Deputy Comptroller's written determination of no supervisory objection to the BSA/AML Action Plan or to any subsequent amendment to the BSA/AML Action Plan, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the BSA/AML Action Plan. The Board shall review the effectiveness of the BSA/AML Action Plan at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the BSA/AML Action Plan as needed or directed by the OCC.

(4) In the event the Assistant Deputy Comptroller requires changes to the BSA/AML Action Plan, the Bank shall promptly incorporate the required changes into the BSA/AML Action Plan and submit the revised BSA/AML Action Plan to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection.

(5) The Bank shall not take any action that will cause a significant deviation from, or material change to, the BSA/AML Action Plan that has received a written determination of no

supervisory objection from the Assistant Deputy Comptroller without a prior written determination of no supervisory objection from the Assistant Deputy Comptroller.

(6) Upon written request by the Assistant Deputy Comptroller, the Bank shall modify the BSA/AML Action Plan to address violations of law or Matters Requiring Attention if such deficiencies substantially relate to the Bank's compliance with the BSA, as amended, or the regulations promulgated thereunder.

(7) Where the Bank considers modifications to the BSA/AML Action Plan appropriate, the Bank shall submit a revised BSA/AML Action Plan containing the proposed modifications to the Assistant Deputy Comptroller for prior written determination of no supervisory objection. Upon receipt of a written determination of no supervisory objection from the Assistant Deputy Comptroller, the Board shall timely adopt the revised BSA/AML Action Plan and verify that Bank management has timely implemented all corrective actions required by this Agreement. Bank management, subject to Board review and ongoing monitoring, shall thereafter ensure adherence to the revised BSA/AML Action Plan, including the timelines set forth within the revised Action Plan.

(8) Within thirty (30) days of the submission of the BSA/AML Action Plan and thereafter within thirty (30) days after the end of each quarter, the Bank shall prepare, and shall submit to the Board, a written BSA/AML Action Plan progress report setting forth in detail:

- (a) the specific corrective actions undertaken to comply with each Article of this Agreement;
- (b) the results and status of the corrective actions; and

- (c) a description of the outstanding corrective actions needed to achieve compliance with each Article of this Agreement and the party or parties responsible for the completion of outstanding corrective actions.

(9) The Board shall forward a copy of the report, with any additional comments by the Board, to the Assistant Deputy Comptroller within ten (10) days of the first Board meeting following the Board's receipt of such report.

ARTICLE IV

BSA/AML INTERNAL CONTROLS

(1) Within sixty (60) days of the date of this Agreement, or as otherwise specified in the BSA/AML Action Plan for which the OCC has provided a written determination of no supervisory objection, the Bank shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection an acceptable written program of policies and procedures to identify and control the risks associated with money laundering and terrorist financing and other illicit financial activity, with particular attention to the Bank's pre-paid card and merchant processing partnership programs, and to achieve and maintain compliance with the BSA ("BSA/AML Internal Control Program"). Refer to the *FFIEC Bank Secrecy Act/Anti-Money Laundering Examination Manual: "BSA/AML Internal Controls"* (Rev. March 2020) for guidance.

(2) The Bank's BSA/AML Internal Control Program shall include, at a minimum:

- (a) detailed, accurate documentation of personnel roles and responsibilities;
- (b) procedures for periodically updating the Bank's money laundering, terrorist financing and other illicit financial activity BSA risk assessments

to cover the risks associated with current, or subsequently proposed, Bank products, services, customers, entities, and geographies served, and including the dollar volume, number, and countries associated with Bank products, services, customers, and transactions;

- (c) appropriate risk-based transaction limits for Bank products and services, consistent with the Bank's risk appetite and ongoing testing to ensure that customers and staff comply with Bank-imposed and legal requirements applicable to those transactions;
- (d) a written customer due diligence ("CDD") program to ensure appropriate collection and analysis of customer information when opening new accounts, when renewing or modifying existing accounts for customers, and when the Bank obtains event-driven information indicating that it would be prudent to obtain updated information in order to understand the nature of its customer relationships and generate and maintain an accurate customer risk profile;
- (e) effective management information systems, commensurate with the Bank's size and risk profile, that provide timely and accurate periodic written reports to management and the Board of the status of the Bank's BSA/AML Program, including, but not limited to, trends in Suspicious Activity Report ("SAR") and other filings, alert and investigation volumes, and compliance with the BSA and this Agreement;
- (f) procedures to maintain an accurate and complete list of high-risk customers that identifies current customers and accounts exhibiting high-

risk characteristics for money laundering, terrorist financing, or other illicit activity, which shall include processes for adding customers to or removing customers from the list;

- (g) procedures for ongoing monitoring and periodic reviews of high-risk customers, which shall include, at a minimum:
 - (i) risk-based criteria establishing how often to conduct periodic reviews of high-risk customers;
 - (ii) identification of reports to be utilized in the reviews and requirements for documented reconciliation of any differences in reports used;
 - (iii) documented evidence of transactional analysis, including comparing expected, historical, and current activity, the source and use of funds, trends, and activity patterns; and
 - (iv) documented critical analysis of all significant information in the file, including the identification of significant disparities, investigation of high-risk indicators and potentially suspicious activity, and well-supported conclusions; and
 - (v) periodically reporting on the Bank's high-risk customer list and the status of periodic reviews to the Board or a designated committee; and
- (h) procedures for timely review and resolution of Customer Identification Program ("CIP") deficiencies identified through Bank automated tools, and for overseeing and testing CIP processes for manually approved pre-

paid customers; and

- (i) procedures for ensuring the Internal Control Program addresses BSA/AML risks related to third parties and coordinates with the Third-Party Risk Management Program required by Article IX of this Agreement.

- (3) Upon receipt of the Assistant Deputy Comptroller's written determination of no supervisory objection to the Bank's BSA/AML Internal Control Program or to any subsequent amendment to the Bank's BSA/AML Internal Control Program, or as otherwise specified in the BSA/AML Action Plan for which the OCC has provided a written determination of no supervisory objection, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Bank's BSA/AML Internal Control Program. The Board shall review the effectiveness of the Bank's BSA/AML Internal Control Program at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the Bank's BSA/AML Internal Control Program as needed or directed by the OCC. Any amendment to the Bank's BSA/AML Internal Control Program must be submitted to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection.

ARTICLE V

SUSPICIOUS ACTIVITY IDENTIFICATION, EVALUATION, AND REPORTING

- (1) Within ninety (90) days of the date of this Agreement, or as otherwise specified in the BSA/AML Action Plan for which the OCC has provided a written determination of no supervisory objection, the Board shall adopt a written suspicious activity monitoring and reporting program to ensure the timely and appropriate identification, review, and disposition

unusual activity, and the filing of SARs consistent with 12 C.F.R. § 21.11 (“Suspicious Activity Review Program”). Refer to the *FFIEC Bank Secrecy Act/Anti-Money Laundering Examination Manual*: “Suspicious Activity Report – Overview” (Rev. Feb. 2015) for guidance.

- (2) The Bank’s Suspicious Activity Review Program shall include, at a minimum:
 - (a) procedures for identifying, evaluating, and reporting suspicious activity, known or suspected violations of Federal law, violations of the BSA, terrorist financing and other illicit financial activity, or suspicious transactions related to potential money laundering activity across all lines of business, including suspicious activity relating to the opening of new accounts, the monitoring of current accounts, and transactions through the Bank;
 - (b) standards for dispositioning different types of alerts that are reasonable, communicated in writing to relevant staff, and are adhered to by Bank staff;
 - (c) requirements for the BSA Department staff to consider appropriate CDD information when conducting alert reviews and suspicious activity investigations;
 - (d) requirements for the maintenance of adequate documentation to support the disposition of alerts and case investigations;
 - (e) procedures for an effective SAR decision-making process that require documenting individual decisions on whether to file SARs and key facts supporting each decision to not file a SAR;

- (f) periodic quality control reviews of alert dispositions at least quarterly, including investigations, support for decisions, and documentation;
- (g) procedures to ensure SARs are filed timely, completely, and accurately, with a sufficient description of the suspicious activity and the basis for filing;
- (h) procedures for reporting continuing suspicious activity and when to escalate issues or problems to the Board or Bank management identified as the result of repeat SAR filings on customers or accounts;
- (i) processes to ensure that monitoring systems apply appropriate rules, thresholds and filters for monitoring transactions, accounts, customers, products, services, and geographic areas commensurate with the Bank's BSA/AML risk profile that include:
 - (i) an analysis of the filtering thresholds established by the Bank;
 - (ii) periodic testing and monitoring of thresholds for their appropriateness to the Bank's customer base, products, services, and geographic areas;
 - (iii) identification of areas outside of the monitoring system's analysis and implementation of manual processes to ensure the Bank identifies potential suspicious activity not reviewed by an automated system;
 - (iv) validation of the data inputs for any automated systems, which shall include inputs from all products, services, and transactions;
 - (v) requirements that any changes to thresholds are approved by senior

management and reported to the Board; and

- (vi) requirements that documentation supporting any changes to the filtering thresholds is maintained and available for review; and
- (vii) documentation supporting the Bank's methodology for establishing and adjusting thresholds and filters;

- (j) processes for ongoing, risk-based independent validation by an independent third party of alert triggers, parameters, and other settings, including factors for developing a customer risk profile;
- (k) processes for developing adequate documentation and prompt reporting of validation findings and prompt resolution of deficiencies identified during model validation. Refer to "Supervisory Guidance on Model Risk Management," April 11, 2011 (OCC Bulletin 2011-12); "Bank Secrecy Act/Anti-Money Laundering: Interagency Statement on Model Risk Management for Bank Systems Supporting BSA/AML Compliance," April 12, 2021 (OCC Bulletin 2021-19); and the "Model Risk Management" booklet of the *Comptroller's Handbook* for more information; and
- (l) processes to ensure that any backlogs in the suspicious activity monitoring and reporting program are promptly reported to the Board and management, in writing, for resolution.

(3) Upon adoption of the Bank's Suspicious Activity Review Program or to any subsequent amendment to the Bank's Suspicious Activity Review Program, Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter

ensure adherence to the Bank's Suspicious Activity Review Program. The Board shall review the effectiveness of the Bank's Suspicious Activity Review Program at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the Bank's Suspicious Activity Review Program as needed or directed by the OCC.

ARTICLE VI

SUSPICIOUS ACTIVITY REVIEW LOOK-BACK

(1) Within thirty (30) days of the date of this Agreement, or as otherwise specified in the BSA/AML Action Plan for which the OCC has provided a written determination of no supervisory objection, the Bank shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection, a plan for conducting a review and providing a written report on the Bank's suspicious activity monitoring, investigation, decisioning, and reporting ("SAR Look-Back Plan"). The submission shall include a proposed scope and timeline for completion of the SAR Look-Back that address the requirements of paragraphs (2) and (3) of this Article.

(2) The purpose of the SAR Look-Back is to determine whether SARs should be filed for any previously unreported suspicious activity, including cases in which the BSA Officer or staff identified suspicious activity but failed to adequately support a decision not to file a SAR.

(3) The SAR Look-Back shall include activity from January 1, 2023 to June 30, 2024.

(4) Upon receipt of the Assistant Deputy Comptroller's written determinations of no supervisory objection to the proposed SAR Look-Back Plan, management shall promptly implement the plan.

(5) Within thirty (30) days of completion of the SAR Look-Back, or as otherwise specified in the BSA/AML Action Plan for which the OCC has provided a written determination of no supervisory objection, Bank management shall provide the Board with a written report on the SAR Look-Back that addresses:

- (a) the process used for investigating customers, accounts and transactions;
- (b) the number and types of customers, accounts, and transactions that were reviewed during the SAR Look-Back;
- (c) a list of the customers, accounts, and transactions that the SAR Look-Back concluded require additional investigation; and
- (d) a list of any SARs that the Bank has filed or will file for any previously unreported suspicious activity identified during the SAR Look-Back.

(6) The Board, or a designated committee thereof, shall review and discuss this report in detail at its next meeting, and that discussion shall be reflected in the official minutes of that meeting. When providing the written report to the Board, Bank management shall, at the same time, directly provide a copy of the written report of the findings and recommendations from the SAR Look-Back to the Assistant Deputy Comptroller. All supporting materials and work papers associated with the SAR Look-Back shall be made available to the OCC upon written request.

(7) Based upon the results of the SAR Look-Back, the OCC, at its sole discretion, may expand the scope of the SAR Look-Back, either in terms of the subjects to be addressed, or the time period(s) to be covered, or both (“Supplemental SAR Look-Back”). The

Supplemental SAR Look-Back shall be carried out in a manner consistent with other requirements of this Article.

ARTICLE VII

BSA/AML OFFICER AND STAFFING

(1) Within thirty (30) days of the date of this Agreement, or as otherwise specified in the BSA/AML Action Plan for which the OCC has provided a written determination of no supervisory objection, the Board shall ensure that the Bank maintains, at all times, a qualified BSA Officer vested with sufficient independence, authority, and resources to fulfill the duties and responsibilities of the position and ensure compliance with the requirements of the Bank Secrecy Act and its implementing regulations. The BSA Officer shall provide timely and accurate periodic reporting to the Board and senior management about the status of the Bank's BSA/AML program, including compliance with the BSA and this Agreement, including the BSA/AML Action Plan.

(2) The Board shall ensure that the Bank has sufficient staff with appropriate skills and expertise needed to support the BSA Officer and the Bank's BSA/AML program and that such staff is vested with sufficient authority to fulfill their respective duties and responsibilities. The Board shall also ensure that there are clear lines of authority and responsibility for the Bank's BSA/AML compliance function and staff, including Bank policies and procedures that clearly outline the BSA/AML responsibilities of senior management and line of business employees and maintain the independence of the BSA/AML department.

(3) Within one hundred twenty (120) days of the date of this Agreement, or as otherwise specified in the BSA/AML Action Plan for which the OCC has provided a written determination of no supervisory objection, and no less than annually thereafter, the Board shall review the adequacy of the Bank's BSA Officer and supporting staff and shall document its

determinations in writing. The review shall evaluate and consider the effectiveness of the following:

- (a) the leadership, knowledge, training, and skills of the BSA Officer and staff, including with respect to the specific BSA/AML risks posed by the Bank's lines of business, customer base, and relationships with third parties;
- (b) the oversight and governance structures for BSA staff, including whether the Board and Bank management have the necessary knowledge to effectively oversee the Bank's compliance with the BSA; and
- (c) the staffing levels for the BSA/AML compliance function, consistent with the Bank's money laundering, terrorist financing, and other illicit financial activity risk assessment, including anticipated risks from new or expanded lines of business, products, and services, and the effectiveness of the Bank's BSA/AML program.

Upon completion, this review must be submitted to the Assistant Deputy Comptroller.

(4) Within sixty (60) days after completing the assessment under paragraph (3) of this Article, or as otherwise specified in the BSA/AML Action Plan for which the OCC has provided a written determination of no supervisory objection, the Board shall ensure that the Bank implements any changes that are needed in the Bank's BSA Officer and supporting staff, including their responsibilities, authority, structure, independence, competencies, or capabilities. In particular, the Board shall ensure that the BSA Officer and supporting staff have sufficient training, authority, resources, and skill to perform their assigned responsibilities. The Board shall

further ensure that it and Bank management have the necessary knowledge to effectively oversee the Bank's compliance with the BSA and that management information systems are effective.

ARTICLE VIII

BSA/AML TRAINING

(1) Within ninety (90) days of the date of this Agreement, or as otherwise specified in the BSA/AML Action Plan for which the OCC has provided a written determination of no supervisory objection, the Board shall adopt a written BSA/AML training program ("BSA Training Program"). Refer to the *FFIEC Bank Secrecy Act/Anti-Money Laundering Examination Manual*: "BSA/AML Training" (Rev. March 2020) for guidance.

(2) The BSA/AML Training Program shall include, at a minimum:

- (a) relevant and appropriate periodic training for all Board members and all Bank personnel, including operational personnel, with BSA/AML responsibility, which shall be based on the individual's job-specific duties and responsibilities, and which shall specifically address:
 - (i) BSA/AML policies and procedures;
 - (ii) regulatory requirements and guidance and the Bank's money laundering, terrorist financing, and other illicit financial activity risk profile, and any changes thereto;
 - (iii) high-risk customers;
 - (iv) suspicious activity monitoring and reporting; and
 - (v) high-risk activities, including but not limited to merchant processing and prepaid card activities;
- (b) appropriate training for other personnel outside the Bank's BSA/AML

compliance function based on the individual's job-specific duties and responsibilities;

- (c) strategies for mandatory attendance, the frequency of training, procedures, timing for updating the training program and materials, the method for delivering training, and procedures to ensure employee training completion is tracked and documented; and
- (d) confirming that third parties performing BSA/AML compliance functions receive sufficient and ongoing training to perform their tasks effectively.

(3) Upon adoption of the BSA/AML Training Program, Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the program and any amendments thereto. The Board shall review the effectiveness of the BSA/AML Training Program at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the program as needed or directed by the OCC.

ARTICLE IX

THIRD-PARTY RISK MANAGEMENT

(1) Within thirty (30) days of the date of this Agreement, the Bank shall submit to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection an acceptable written program to effectively assess and manage the risks posed by third-party relationships ("Third-Party Risk Management Program"). The term "third-party relationship" in this Agreement includes the Bank's merchant processing partnerships and prepaid card partnerships. Refer to OCC Bulletin 2023-17, "Third-Party Relationships: Interagency Guidance on Risk Management," for related safe and sound principles.

(2) The Third-Party Risk Management Program shall be commensurate with the level

of risk and complexity of the Bank's third-party relationships and shall, at a minimum, address the following:

- (a) plans that outline the Bank's strategy for third-party relationships, identify the inherent risks of the activities performed by the third parties, including but not limited to BSA/AML compliance risk, and detail how the Bank selects, assesses, and oversees third parties;
- (b) an assessment of BSA risk for each third-party relationship, including risk associated with BSA compliance, money laundering, terrorist financing, and sanctions risk, as well as each third-party relationship's processes for mitigating such risks and complying with applicable laws and regulations. Refer to *FFIEC Bank Secrecy Act/Anti-Money Laundering Examination Manual: "Third Party Payment Processors"* (Rev. February 2015) and "Prepaid Access" (Rev. February 2015) for guidance;
- (c) due diligence and risk assessment criteria for selecting and approving each third-party relationship that is appropriate and unique to the particular products, services, and activities provided by the third-party relationship;
- (d) written contracts that outline the rights and responsibilities of all parties;
- (e) ongoing monitoring of third-party activities and performance;
- (f) contingency plans for terminating third-party relationships in an effective manner;
- (g) clear roles and responsibilities for overseeing and managing third-party relationships and risk management;
- (h) evaluation and implementation of adequate staffing to manage third-party

relationships, including personnel with the requisite expertise to oversee and manage the risks associated with each third-party relationship;

- (i) documentation and reporting that facilitates Board and management oversight, accountability, monitoring, and risk management associated with third-party relationships; and
- (j) independent reviews that allow Bank management to assess whether the Bank's risk management process aligns with its strategy and effectively manages risks associated with third-party relationships.

(3) Upon receipt of the Assistant Deputy Comptroller's written determination of no supervisory objection to the Third-Party Risk Management Program or any subsequent amendment to the Third-Party Risk Management Program, the Board shall adopt and Bank management, subject to Board review and ongoing monitoring, shall immediately implement and thereafter ensure adherence to the Third-Party Risk Management Program. The Board shall review the effectiveness of the Third-Party Risk Management Program at least annually, and more frequently if necessary or if required by the OCC in writing, and amend the Third-Party Risk Management Program as needed or directed by the OCC. Any amendment to the Third-Party Risk Management Program must be submitted to the Assistant Deputy Comptroller for review and prior written determination of no supervisory objection.

(4) Effective immediately, the Bank shall cease adding (i) new merchant processing partnerships, (ii) prepaid card partnerships, or (iii) additional merchants to a merchant processing partnership until the Bank has received no supervisory objection from the Assistant Deputy Comptroller for such additional merchant(s) or partnership. Any request for supervisory nonobjection shall include:

- (a) documentation demonstrating efforts the Bank has taken to implement and independently validate a BSA/AML Internal Control Program pursuant to Article (IV) of this Agreement and a Third-Party Risk Management Program pursuant to this Article (IX); and
- (b) documentation demonstrating efforts the Bank has taken to adequately address its BSA/AML risk with respect to merchant processing relationships and prepaid card issuer relationships, along with supporting documentation.

(5) Upon receiving no supervisory objection to resume adding new relationships under paragraph (4) of this Article, the Bank shall submit to the Board a monthly report detailing the volumes of such new relationships and provide a copy to the Assistant Deputy Comptroller.

ARTICLE X

GENERAL BOARD RESPONSIBILITIES

(1) The Board shall ensure that the Bank has timely adopted and implemented all corrective actions required by this Agreement, and shall verify that the Bank adheres to the corrective actions and they are effective in addressing the Bank's deficiencies that resulted in this Agreement.

(2) In each instance in which this Agreement imposes responsibilities upon the Board, it is intended to mean that the Board shall:

- (a) authorize, direct, and adopt corrective actions on behalf of the Bank as may be necessary to perform the obligations and undertakings imposed on the Board by this Agreement;

- (b) ensure that the Bank has sufficient processes, management, personnel, control systems, and corporate and risk governance to implement and adhere to all provisions of this Agreement;
- (c) require that Bank management and personnel have sufficient training and authority to execute their duties and responsibilities pertaining to or resulting from this Agreement;
- (d) hold Bank management and personnel accountable for executing their duties and responsibilities pertaining to or resulting from this Agreement;
- (e) require appropriate, adequate, and timely reporting to the Board by Bank management of corrective actions directed by the Board to be taken under the terms of this Agreement; and
- (f) address any noncompliance with corrective actions in a timely and appropriate manner.

ARTICLE XI

OTHER PROVISIONS

- (1) As a result of this Agreement, the Bank is not:
 - (a) precluded from being treated as an “eligible bank/” for the purposes of 12 C.F.R. Part 5, unless the Bank fails to meet any of the requirements contained in subparagraphs (1) – (4) of 12 C.F.R. § 5.3, Definitions, *Eligible bank or eligible savings association*, or is otherwise informed in writing by the OCC;
 - (b) subject to the restrictions in 12 C.F.R. § 5.51 requiring prior notice to the OCC of changes in directors and senior executive officers or the

limitations on golden parachute payments set forth in 12 C.F.R. Part 359, unless the Bank is otherwise subject to such requirements pursuant to 12 C.F.R. § 5.51(c)(7)(i) and (iii); and

(c) precluded from being treated as an “eligible bank” for the purposes of 12 C.F.R. Part 24, unless the Bank fails to meet any of the requirements contained in 12 C.F.R. § 24.2(e)(1)-(3) or is otherwise informed in writing by the OCC.

(2) This Agreement supersedes all prior OCC communications issued pursuant to 12 C.F.R. §§ 5.3, 5.51(c)(7)(ii), and 24.2(e)(4).

ARTICLE XII

CLOSING

(1) This Agreement is intended to be, and shall be construed to be, a “written agreement” within the meaning of 12 U.S.C. § 1818, and expressly does not form, and may not be construed to form, a contract binding on the United States, the OCC, or any officer, employee, or agent of the OCC. Notwithstanding the absence of mutuality of obligation, or of consideration, or of a contract, the OCC may enforce any of the commitments or obligations herein undertaken by the Bank under its supervisory powers, including 12 U.S.C. § 1818(b)(1), and not as a matter of contract law. The Bank expressly acknowledges that neither the Bank nor the OCC has any intention to enter into a contract. The Bank also expressly acknowledges that no officer, employee, or agent of the OCC has statutory or other authority to bind the United States, the U.S. Treasury Department, the OCC, or any other federal bank regulatory agency or entity, or any officer, employee, or agent of any of those entities to a contract affecting the OCC’s exercise of its supervisory responsibilities.

(2) This Agreement is effective upon its issuance by the OCC, through the Comptroller's duly authorized representative. Except as otherwise expressly provided herein, all references to "days" in this Agreement shall mean calendar days and the computation of any period of time imposed by this Agreement shall not include the date of the act or event that commences the period of time.

(3) The provisions of this Agreement shall remain effective and enforceable except to the extent that, and until such time as, such provisions are amended, suspended, waived, or terminated in writing by the OCC, through the Comptroller's duly authorized representative. If the Bank seeks an extension, amendment, suspension, waiver, or termination of any provision of this Agreement, the Board or a Board-designee shall submit a written request to the Assistant Deputy Comptroller asking for the desired relief. Any request submitted pursuant to this paragraph shall include a statement setting forth in detail the special circumstances that warrant the desired relief or prevent the Bank from complying with the relevant provision(s) of the Agreement, and shall be accompanied by relevant supporting documentation. The OCC's decision concerning a request submitted pursuant to this paragraph, which will be communicated to the Board in writing, is final and not subject to further review.

(4) The Bank will not be deemed to be in compliance with this Agreement until it has adopted, implemented, and adhered to all of the corrective actions set forth in each Article of this Agreement; the corrective actions are effective in addressing the Bank's deficiencies; and the OCC has verified and validated the corrective actions. An assessment of the effectiveness of the corrective actions requires sufficient passage of time to demonstrate the sustained effectiveness of the corrective actions.

(5) Each citation, issuance, or guidance referenced in this Agreement includes any subsequent citation, issuance, or guidance that replaces, supersedes, amends, or revises the referenced cited citation, issuance, or guidance.

(6) No separate promise or inducement of any kind has been made by the OCC, or by its officers, employees, or agents, to cause or induce the Bank to enter into this Agreement.

(7) All reports, plans, or programs submitted to the OCC pursuant to this Agreement shall be forwarded, via email, to the Assistant Deputy Comptroller.

(8) The terms of this Agreement, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements, or prior arrangements between the parties, whether oral or written.

IN TESTIMONY WHEREOF, the undersigned, authorized by the Comptroller as his duly authorized representative, has hereunto set her signature on behalf of the Comptroller.

//s// Digitally Signed, Dated: 2024.10.03

LaTisha Boyd
Assistant Deputy Comptroller
Tampa/Jacksonville Office

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of Directors of Axiom Bank, N.A. have hereunto set their signatures on behalf of the Bank.

//s// Digitally Signed, Dated: 2024.10.02

Zahid Afzal

Date

//s// Digitally Signed, Dated: 2024.10.02

Ross Breunig

Date

//s// Digitally Signed, Dated: 2024.10.02

Daniel Hayes

Date

//s// Digitally Signed, Dated: 2024.10.02

Glenda Hood

Date

//s// Digitally Signed, Dated: 2024.10.02

Kevin Maddron

Date

//s// Digitally Signed, Dated: 2024.10.02

Robert Patten

Date

//s// Digitally Signed, Dated: 2024.10.02

Blake Paulson

Date

//s// Digitally Signed, Dated: 2024.10.02

Tom Shen

Date