

AMENDMENT TO SERVICES AGREEMENT

THIS AMENDMENT (this “Amendment”) to the Services Agreement, is dated as of **February 8, 2021** (“Amendment Effective Date”), and is entered into by and between BMTX, Inc., a wholly owned subsidiary of BM Technologies, Inc., a Pennsylvania corporation located at 201 King of Prussia Road Suite 350, Radnor, PA 19087 (hereinafter “BM Technologies”) and **Thomas Jefferson School of Law** (the “Institution”).

RECITALS:

WHEREAS, BM Technologies and the Institution are parties to that certain Services Agreement, dated as of **March 1, 2019** (the “Agreement”); and

WHEREAS, the parties desire to extend the term of the Agreement; and

WHEREAS, the parties desire to amend Section 3 of the Agreement; and

WHEREAS, the parties desire to amend Section 11.2 of Exhibit B (“Terms and Conditions”) to the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BM Technologies and the Institution hereby agree as follows:

AMENDMENT DETAIL

1. The current term of the Agreement ending on February 28, 2021 shall be extended an additional two years through February 28, 2023.
2. Section 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.1 BM Technologies Marketing

BM Technologies shall have the limited right and license, for the purpose of fulfilling all of the Services, to use the current and future respective name, trademarks, service marks, copyrights and logos of the Institution.

BM Technologies will develop and distribute information marketing the Services to Users. The Institution agrees to only use BM Technologies approved marketing materials using Institution marks and postings on the Institution’s website concerning the Services. The Institution further agrees to not create, re-create, alter, amend, or adjust BM Technologies approved marketing materials. The Institution will allow BM Technologies to include marketing materials in appropriate Institution mailings as permitted by the Title IV Regulations. Additionally, the Institution must provide BM Technologies a means of contacting all Users electronically to administer the Services.

3.2 Institution Marketing

The Institution will inform Users about the refund disbursement services using educational materials available through BM Technologies’ Self Service Online Storefront, at service launch and the start of new academic terms. It is also expected that the Institution will include the materials in the admissions, financial aid and acceptance process and inform the refund disbursement services at new student orientations, parent orientations, student government organizations and other activities. The Institution is expected to review and update the materials on their properties on an ongoing basis to ensure the most recent materials are being used in compliance with federal regulations.

The Institution is expected to provide continuing education of the refund disbursement services to students and staff using only the materials provided by BM Technologies. It is also expected that the Institution will promote and provide program education on the institution web site as well as other available digital means such as emails and text messaging.

3. Section 11.2 of Exhibit B (“Terms and Conditions”) to the Agreement is hereby deleted in its entirety and replaced with the following:

11.2 Termination for Cause. If either party fails to perform any of its material obligations under this Agreement (including failure to pay any amounts when due or Institution's failure to abide by Section 3.1) and does not cure such failures within ninety (90) days (or such other time period as may be provided hereunder) after being given written notice specifying the nature of the failure, then the non-defaulting party may, by giving written notice to the other party, terminate this Agreement as of the date specified in such notice of termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated immediately for cause at any time by written notice given by either party upon any final determination by any court that this Agreement or any material aspect of the activities to be conducted hereunder is illegal as a matter of law where the parties cannot in good faith negotiate an amendment to the Agreement or such activities to bring it or them into compliance after 120 days of such final determination. Notwithstanding the foregoing, in the event that a change in Government Rules, or a change in the interpretation of such Government Rules, results in BM Technologies no longer being able to offer the Services in a commercially reasonable manner as determined by BM Technologies, BM Technologies shall have the right to terminate this Agreement without penalty upon 120 days notice to the Institution.

All other terms and conditions of the Agreement shall remain in full force and effect. In the event the terms of the Amendment conflict with the terms of the Agreement, the terms of this Amendment shall govern. For the avoidance of doubt, capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, the Institution and BM Technologies have caused this Amendment to be executed as of the Amendment Effective Date.

BM TECHNOLOGIES

INSTITUTION

By:



By:



Name: Andrew Crawford

Name: Nancy Vu

Title: CCO

Title: Vice President and CFO

Date: 02/08/2021

Date: 2/24/2021