

BUSINESS FUND TRANSFERS AGREEMENT AND DISCLOSURE

This Business Fund Transfers Agreement and Disclosure (this "Agreement") is the contract which covers your and our rights and responsibilities concerning the fund transfer services, including funds transferred via electronic methods, offered to you by Launch Credit Union (The words "we", "us", "our", "Launch", "Credit Union", and "LCU" refer to Launch, a Branch of Suncoast Credit Union). This Agreement is to be used in conjunction with your Business Membership and Account Agreement and any other documents that govern the service or product you have requested.

In this Agreement, the words "you," "your," "yours," and "Authorized Representative" mean the member/account owner, those who sign the application or business account card on behalf of the member/account owner, or any Authorized Person named in the business account card (each, an "Authorized Representative"). The words "Authorized User" mean any individual you have provided authority to access funds from the account, whether through digital banking, ATM/Debit Card, or other methods allowed by the Credit Union; this Agreement applies to covered transactions by your Authorized Users and you must ensure each Authorized User is provided a copy of this Agreement. The words "we," "us," "our," and "Launch" mean the Credit Union. The word "account" means any one or more savings and checking accounts you have with the Credit Union. Fund Transfer is the movement of money from one account to another; some transfers may be electronic (ACH, ATM, etc.) or non-electronic (cash, checks, etc.). Electronically transferred funds (ETF) are electronically initiated transfers of money from your account through the fund transfer services described below. By signing an application or account card for fund transfer services, signing your card, authorizing services by an Authorized User, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the fund transfer services offered.

1. ETF SERVICES — If approved, you may conduct any one or more of the ETF services offered by the Credit Union.

a. ATM/Debit Card. If approved, you may use your Visa® card to purchase goods and services from participating merchants. You may use your card and personal identification number (PIN) in ATMs of the Credit Union and PLUS networks, and such other machines or facilities as the Credit Union may designate. However, you may not use your card to initiate any type of online gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card number security information before you will be permitted to complete the transaction. You agree that you will not use your card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your card purchases will be deducted from your checking account (or savings account if you have no checking account).

We process merchant settlements once we have received the final authorized amount. The initial authorized amount may only reflect the initial amount requested and will be approved or denied based on the available balance in your account at the time the authorization request is presented; if approved, the initial amount will be deducted from your available balance. In some instances, the initial authorization amount and the final settlement amount may be different. For example, if you authorized a transaction at a restaurant, the initial authorization may only include the cost of the meal and may not reflect any tips added after the fact; once the transaction is posted to your account, the final authorized amount will be reflected. If the final settlement exceeds the initial authorization amount, your account may become overdrawn. You agree to immediately deposit the funds necessary to maintain a positive balance in your account.

If transactions are presented for payment that exceed your available balance, you must have consented to the Credit Union's overdraft protection plan in order for the transaction amount to be honored. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Business Fee Schedule.

If the balance in your checking account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement.

You may also use your Visa® card without a PIN for certain transactions on the Visa® and PLUS networks. However, provisions of this Agreement relating only to Visa® debit transactions liability and streamlined error resolution procedures do not apply to transactions processed through non-Visa networks. To initiate a Visa® debit transaction, you may sign a receipt, provide a card number, or swipe or insert your card at a point-of-sale (POS) terminal and choose to route the transaction over a Visa® network.

The rights and protections applicable only to Visa® debit transactions as described in this Agreement will not apply to transactions processed through non-Visa networks.

At the present time, you may use your card for the following:

Debit Card transactions from a savings or checking account

- Make point-of-sale (POS) transactions with your card and PIN or signature to purchase goods or services at merchants that accept Visa® and PLUS networks.
- Order goods or services by mail or telephone from places that accept Visa® and PLUS networks.
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ATM Transactions on savings and checking accounts

- Obtain balance information
- Withdraw funds
- Make deposits at Launch ATMs that accept deposits. Funds may not be available for immediate withdrawal. Please refer to the Funds Availability Policy Disclosure. Deposits to non-proprietary ATMs (i.e., ATMs not owned or serviced by Launch) are not permissible.
- Transfer funds

Card Limits

Each card's ATM/Debit Card daily limits will be based on your checking account type as provided in the table below. These limits may be reduced if your card is used at non-proprietary ATMs or merchants that assess fees for the use of your card.

These limits may also be reduced for Authorized Users. If you have a card issued to an Authorized User, your Authorized User's limit will be determined by the Authorized Representative who requested the card on behalf of the Authorized User; you must inform your Authorized User of the limits on their card. Any card issued to an Authorized User is yours and you remain responsible for the activity on it.

A card's "Daily Card Limit" includes the aggregate of combined daily available POS and ATM limits. A card's Daily ATM Limit will not exceed \$1,000. A card's Daily POS Limit is the difference between its Daily Card Limit and its Daily ATM Limit. For example, if a Daily Card Limit is \$6,000, then the holder may withdraw \$1,000 at an ATM, and will also be able to complete an additional \$5,000 of POS transactions; if the holder makes no ATM withdrawals, the holder will still be limited to \$5,000 of POS transactions even if the Daily Card Limit is \$6,000.

- . The maximum number of POS and ATM transactions in any combination per day per card is twenty-five (25).

Checking Account Type	Daily Card Limit	Daily ATM Limit	Daily POS Limit
Classic, Elite & Non-Profit	\$6,000	\$1,000	\$5,000
Premier	\$8,500	\$1,000	\$7,500
Titanium	\$11,000	\$1,000	\$10,000

At our discretion, we may temporarily or permanently increase or decrease your Daily Card Limit without notice. If a limit increase is requested by you, we will notify you once your request has been processed.

If one or more debit cards associated with the account incur fraud or account abuse, we reserve the right to reduce the Daily Card Limit or terminate debit card access to the account without notice.

Additional limitations on ATM/Debit Card transactions may apply. See Section 2 for transfer limitations that may apply to these transactions.

Card Information Updates and Authorizations. If you have authorized a merchant to bill charges to your card on a recurring basis, it is your responsibility to notify the merchant in the event your card is replaced, your card information (such as card number and expiration date) changes, the account associated with your card is closed, or you wish to terminate the recurring charges. However, if your card is replaced or card information changes, you authorize us, without obligation on our part, to provide the updated card information to the merchant in order to permit the merchant to bill recurring charges to the card. You authorize us to apply such recurring charges to the card until you notify us that you have revoked authorization for the charges to your card.

Your card is automatically enrolled in an information updating service. Through this service, your updated card information (such as card number and expiration date) may be shared with participating merchants to facilitate continued recurring charges. Updates are not guaranteed before your next payment to a merchant is due. You are responsible for making direct payment until recurring charges resume. To revoke your authorization allowing us to provide updated card information to a merchant, please contact us using the information listed at the top of this Agreement.

b. Automated Response System. A separate personal identification number (PIN) will be assigned to you. At the present time, the Automated Response System may be used to:

- Transfer funds from your savings and checking accounts.
- Obtain balance information.
- Make loan and Visa® Credit Card payments from your savings and checking accounts.
- Determine if a particular item has cleared.
- Obtain dividend information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify deposit and withdrawal history.
- Place stop payment requests for paper checks.

Your accounts can be accessed by the Automated Response System via a touch-tone telephone by calling (321) 455-9400, or outside Brevard County (800) 662-5257. Automated Response System services will be available for your convenience 24 hours per day. The service may be interrupted for a short time each day for data processing or system outages.

See Section 2 for transfer limitations that may apply to Automated Response System transactions.

The Credit Union reserves the right to refuse any transaction which would overdraw an account, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. All checks payable to you will be mailed

to your address of record. The Credit Union may set other limits on the amount of any transaction without notice. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each telephone call.

c. Preauthorized ETFs.

- **Direct Deposit.** Upon instruction of (i) your payors, (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept ETF deposits to your savings and checking accounts by third parties unless it has reason to reject the deposit.
- **Preauthorized Debits.** Upon instruction, we will pay certain recurring transactions from your savings and checking accounts. See Section 2 for transfer limitations that may apply to these transactions.
- **Stop Payment Rights.** If you have arranged in advance to make ETFs out of your account(s) for money you owe others, you may stop payment on preauthorized transfers from your account. You must notify us in writing at any time up to three (3) business days before the scheduled date of the transfer. A stop payment request may apply to a single transfer, multiple transfers, or all future transfers as directed by you, and will remain in effect unless you withdraw your request or all transfers subject to the request have been returned.

d. Electronic Check Conversion/Electronic Returned Check Fees. If you pay with a check or draft, your check or draft may be converted to an ETF. Merchants or other payees may also electronically debit your account for returned check fees. You are considered to have authorized these ETFs if the transaction itself was authorized.

e. Digital Banking. You may be able to access your accounts through Digital Banking via a personal computer, laptop, tablet or smartphone. You agree to access Digital Banking using only an Employer Identification Number (EIN). Through Digital Banking you are authorized to access the following services:

- Account/Loan Balance and History
- E-Statements
- My Business Credit Card
- Fund Transfers between accounts
- Member to Member Transfers
- External Account Transfers
- Bill Pay
- Overdraft Transfer
- Secure email messages
- Financial Management tools
- Mobile Banking & Mobile Check Deposit
- User ID and Password updates
- Personal Information Updates
- Alerts
- Link External Accounts for Aggregation (View Only)

If you gain access to your business accounts by Digital Banking using a Social Security Number, the functionality available to you may differ from that available when using an EIN; You are responsible for managing your business accounts in accordance with all applicable laws, regulations and account terms that govern businesses, regardless of the functionality that may be available to you by accessing Digital Banking using a Social Security Number. Digital Banking will be available for your convenience 24 hours per day. This service may be interrupted for a short time each day for data processing or system outage. We reserve the right to refuse any transaction which would overdraw an account, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may set other limits on the amount of any transaction without notice. We may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction and there may be limits on the duration of each access.

The following limitations on Digital Banking transactions may apply:

- Digital Banking or certain features and functions of Digital Banking may be unavailable to businesses formed using a Social Security Number.
- There is no limit on the number of withdrawal requests you may make each day.
- There are limits on the amount of withdrawals, which may be changed without notice. Please contact the Credit Union for information on current withdrawal limitations.
- See Section 2 for transfer limitations that may apply to these transactions.

f. Bill Payer. We will process bill payment transfer requests only to those creditors that both Credit Union has designated and you have authorized.. Payees cannot include governmental agencies, including (but not limited to) federal, state, and local taxing agencies, or recipients of court-ordered payments such as alimony or child support. We will not process any bill payment transfer if the required transaction information is incomplete.

We will withdraw the designated funds from your checking account for bill payment transactions depending on the delivery method:

- Electronic – Funds are debited from your account on the payment date.
- Check - Funds are debited from your account when the check clears.

If a payment date falls on a holiday or weekend, the processing date will be as provided in the Bill Pay Disclosures available at <https://www.launchcu.com/wpcms/wp-content/uploads/BillPay-Disclosure.pdf> (which may change from time to time). Some bill payments will be made by check sent via U.S. Mail. You must set the payment date enough days prior to the due date to allow sufficient time for mailing and for payees to process your payment after they receive a transaction from us. We do not guarantee the time that any payment

will be credited to your account by the payee, and we will not be responsible for late payment fees when the payment was sent on the date you selected.

The following limitations on Bill Payer transactions may apply:

- There is no limit on the number of bill payments per day.
- There are limits on the amount of bill payments, which may be changed without notice. Please contact the Credit Union for information on current limitations.

2. TRANSFER LIMITATIONS — Transfers may be subject to limitation based on the type of transfer made and other factors; please contact us at (800) 662-5257 or at mserv@launchcu.com for further information on limits.

3. CONDITIONS OF ETF SERVICES —

a. Ownership of Cards. Any card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the card, immediately according to instructions. The card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your card or account to another person.

b. Honoring the Card. Neither we nor merchants authorized to honor the card will be responsible for the failure or refusal to honor the card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions.

Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable transaction date, which rate may vary from the rate Visa® itself receives, or the rate mandated by the government or governing body in effect for the applicable transaction date. The exchange rate used on the transaction date may differ from the rate that would have been used on the processing date or cardholder statement posting date.

A fee of 1.00% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account; additional fees may be imposed based on the country and type of transaction. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the United States, with the exception of U.S. military bases, U.S. territories, U.S. embassies or U.S. consulates. Transactions completed by merchants outside of the United States are considered foreign transactions, regardless of whether you are located inside or outside the United States at the time of the transaction. Transactions in some countries may be rejected based on U.S. laws or security considerations.

d. Security of Access Code. You may use one or more access codes with your ETFs. The access codes issued to you are for your security purposes. Any access codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the card. You are responsible for safekeeping your access codes and your cards. You agree not to disclose or otherwise make your access codes or cards available to anyone not authorized to sign on your accounts. If you allow or authorize anyone to use your access codes or cards, that authority shall continue until you specifically revoke such authority by notifying the Credit Union, or our designee. You understand that any person that you allow or authorize to use an access code or card may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and cards, you may be responsible for the loss and we may terminate your ETF services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners shall be bound by this Agreement and, alone and together, shall be responsible for all ETF transactions to or from any savings, checking, or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may make, and is hereby authorized by every other joint account owner to make, any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any ETF transaction on any account from any joint account owner.

4. FEES AND CHARGES — We assess certain fees and charges for ETF services. For a current listing of all applicable fees and charges, see our current Business Fee Schedule that was provided to you at the time you applied for or requested these ETF services. From time to time, the fees and charges may be changed, and we will notify you as required by applicable law.

Additionally, if you use an ATM not operated by us, you may be charged a fee(s) by the ATM operator and by any international, national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The ATM fee(s), or surcharge(s), will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

You understand and agree that we and the ATM operator may charge you multiple fees for multiple transactions during the same ATM session (for example, fees for both a balance inquiry and a cash withdrawal).

5. MEMBER LIABILITY — You are responsible for all transactions you authorize using ETF services under this Agreement. If you permit someone else to use an ETF service, your card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

TELL US AT ONCE if you believe your card or access code has been lost or stolen, if you believe someone has used your card or access code or otherwise accessed your accounts without your authority, or if you believe that an ETF has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line-of-credit). If a transaction was made with your card or card number without your

permission and was a Visa® transaction, you may be eligible for liability protection for the transaction, unless you were fraudulent or negligent in the handling of your account or card.

If your statement shows transfers that you did not make including those made by card, access code or other means, TELL US AT ONCE. For ACH transactions, you MUST contact us within two business days to potentially have the funds returned to your account. For debit card transactions, you MUST contact us within 33 days after the statement was mailed to you to potentially have the funds returned to your account.

If you believe your card or access code has been lost or stolen or that someone has transferred or may transfer money from your accounts without your permission, call:

(321) 455-9400
(800) 662-5257

or write to:

Launch Credit Union
300 S Plumosa Street
Merritt Island, FL 32952

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

6. DOCUMENTATION —

a. Periodic Statements. Transfers and withdrawals made through any debit card transactions, audio response transactions, preauthorized ETFs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM or point-of-sale (POS) terminal.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every 60 days from the same source and you do not receive a receipt, you can find out whether or not the deposit has been made through Digital Banking, Automated Response System, or by calling (321) 455-9400 or (800) 662-5257. This does not apply to transactions occurring outside the United States.

7. ACCOUNT INFORMATION DISCLOSURE — We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a merchant;
- If your account is eligible for emergency cash or emergency card replacement services and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders;
- If you give us your written permission; or
- As stated in any applicable privacy policy.

8. BUSINESS DAYS — Our business days are Monday through Friday, excluding U.S. Federal Reserve Bank holidays.

9. CREDIT UNION LIABILITY FOR FAILURE TO MAKE TRANSFERS — We will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is an insufficient available balance in your account to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy Disclosure, or if the transaction involves a loan request exceeding your credit limit.
- If you used your card or access code in an incorrect manner.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, or power failure) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan or loss.
- If the error was caused by a system of any participating ATM network.
- If the ETF is not completed as a result of your willful act or negligent use of your card, access code, or any ETF facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response, online/PC, or mobile banking transactions is not working properly.
- If you have bill payment services, we can only confirm the amount, the participating merchant, and date of the bill payment transfer made by the Credit Union. For any other error or question you have involving the billing statement of the participating merchant, you must contact the merchant directly. We are not responsible for investigating such errors.
- Any other exceptions as established by the Credit Union from time to time.

10. NOTICES — All notices from us will be effective when we have mailed them or delivered them to the appropriate address in the Credit Union's records. Written notice you provide (including those in accordance with your responsibility to report unauthorized transactions) to us will be considered given when received by the Credit Union at the address specified in this Agreement plus a reasonable time to act upon such notice. We reserve the right to change the terms and conditions upon which ETF services are offered

and will provide notice to you in accordance with applicable law. Use of ETF services is subject to existing regulations governing your Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of ATMs and night deposit facilities:

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- Close the entry door of any ATM facility equipped with a door. Do not permit entrance to any person you do not know.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction; if it is after the regular hours of the financial institution and you are using an ATM, cancel the transaction and depart.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or business.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located, or police station.
- Do not write your personal identification number (PIN) or access code on your ATM card.
- Report all crimes to law enforcement officials immediately. If emergency assistance is needed, call the police from the nearest available public telephone.

11. BILLING ERRORS — In case of errors or questions about ETFs from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 33 days after we sent the FIRST statement on which the problem appears in order for us to investigate the error. Call us at:

(321) 455-9400

(800) 662-5257

or write to:

Launch Credit Union
300 S Plumosa Street
Merritt Island, FL 32952

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about and explain, as clearly as you can, why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

NOTE: At our discretion, we may provide the account with provisional credit while errors, fraud, or other discrepancies are being investigated. The Credit Union has no obligation to provide such provisional credit, and you agree that should an investigation result in a denial of claim, we have the right to reverse/debit the provisional credit previously provided.

12. TERMINATION OF ETF SERVICES — You may terminate this Agreement or any ETF service under this Agreement at any time by notifying us in writing and stopping your use of your card and any access code. You must return all cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. Debit or ATM cards not used within 12 months will be considered inactive. Inactive Debit or ATM cards are subjected to termination/closure without notice. For reasons other than inactivity, we may terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may also program our computer not to accept your card or access code for any ETF service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any covered transactions made prior to termination.

13. OTHER ETFs: We may offer additional ETF services that are not specified in this Agreement. If you request, and are approved, for such additional services, you agree to be bound by the terms and conditions of the agreement that governs the service or product requested.

14. NON-ELECTRONICALLY TRANSFERRED FUNDS (NETF). NETF will be governed by your Business Membership and Account Agreement, Treasury Management Service Master Agreement, and other documents that govern the service or product you have requested. For additional information on specific disclosures that apply to your NETF, please contact us using the information listed on the initial page of this document.

15. GOVERNING LAW — This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the state of Florida, and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union's principal office is located.

16. ENFORCEMENT — In the event certain sections of this Agreement become void, the remaining sections of this Agreement shall remain enforceable and in effect. You are liable to us for any losses, costs or expenses we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such losses, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.