

DISCLOSURE AND CONSENT TO ELECTRONIC
RECEIPT OF COMMUNICATIONS AND ELECTRONIC SIGNATURES
(ESIGN ACT CONSENT)

This ESIGN Act Consent (this "Consent") is provided by Upgrade, Inc. (DBAs include Universal Credit and the names at www.upgrade.com/landing/dba) ("Upgrade"), and, as applicable, its financial institution partners (<https://www.upgrade.com/bank-partners/>) ("Partners"), and, to the extent you apply for, use or obtain any bitcoin products or services through the Upgrade online platform, NYDIG Execution LLC and NYDIG Trust Company LLC ("NYDIG"). The terms "we," "us," or "our" refer to each of Upgrade, Partners, and/or NYDIG to the extent any of them provides a product or service to you.

You understand that in order to request, apply for or obtain one or more financial product(s) and/or bitcoin product(s) and engage in related transactions through us or our service providers, and to view and retain a copy of the related notices, disclosures, agreements, authorizations, acknowledgements, terms and conditions, statements, receipts and other documents and records (collectively, "Communications"), or sign or submit any Communications to us at our request, during the course of our relationship with you, you must consent to receive Communications electronically and provide your signature electronically.

Please read this Consent carefully and thoroughly. By accepting this Consent, you affirmatively consent to the use of electronic Communications, electronic records and electronic signatures when transacting business with us.

1. SCOPE OF YOUR CONSENT.

Your consent applies to Communications related to all accounts, products or services we offer, provide to you, or that you apply for, own, use, administer or access, either now or in the future (the "Products"). Your consent includes, but is not limited to, Communications related to:

- Applying for, opening or otherwise obtaining a Product.
- Servicing, maintaining, using, operating or closing a Product.
- Performing transactions or obtaining information in connection with a Product.

The scope of Communications we will provide to you electronically includes Communications we are required by law to provide "in writing," including legally required disclosures.

If you apply for, use or obtain any bitcoin Product from NYDIG, please see additional terms for electronic delivery of Tax Documents below.

2. YOUR CONSENT TO USE ELECTRONIC RECORDS AND SIGNATURES.

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be in electronic form ("Electronic Records"). We may also use electronic signatures and obtain them from you as part of our transactions with you.

Electronic Records may be delivered to you in a variety of ways. In some cases, Electronic Records may be delivered via e-mail or through the Upgrade online platform. You should print or download a copy of any electronic Communications for your records, including this Consent.

We may always, in our sole discretion, provide you with any Communication in writing or send it to you via U.S. mail or other means of delivery, even if you have chosen to receive it electronically. We may require any information you provide to us, or any document you sign, to be delivered to us in writing.

3. GETTING PAPER COPIES.

You may request from us a paper copy of any Communication that we have provided or made available to you electronically without charge, provided that such request is made within a reasonable time after we first provided the Communication to you.

To request paper copies, you must send an e-mail to paperloandocs@upgrade.com with the subject line "Paper Document Request" and in the body of the e-mail you must state (i) your e-mail address, full name, US Postal address, and telephone number and (ii) whether your request concerns a Personal Loan, Upgrade Card with Personal Credit Line, and/or Rewards Checking Account. Please also specify (in the body of the e-mail) which Communication you are requesting in paper copy. Alternatively, if you would like a paper copy of all account documents as are available in your Upgrade online dashboard, please request "All Account Documents" in paper copy.

Requesting paper copies, as specified above, does not remove your previously provided consent to receive electronic Communications. To withdraw your consent to receive any future Communications in electronic format, please follow the instructions below under "Withdrawing Your Consent".

4. WITHDRAWING YOUR CONSENT.

You may withdraw your consent to receive Communications electronically by following the instructions below. Note that for certain Products, withdrawing your consent may result in termination of your participation in such Products or your application for such Products as described below.

Personal Loan Product: If you have a pending loan request or application in process with us, or a loan that has been approved and is in the process of funding, withdrawing your consent will respectively terminate

your loan request or application, or result in the cancellation of any funds in process of disbursement (except where prohibited by law). After your loan has been originated and funded, you may withdraw your consent to receive any future Communications in electronic format. Withdrawing your consent does not apply to origination disclosures that were previously provided to you (electronically) prior to your loan funding (or at the time of funding). Withdrawing your consent may slow the speed at which we can deliver services to you.

Upgrade Card with Personal Credit Line Product: If you have a pending Upgrade Card request or application in process with us, withdrawing your consent will terminate your Upgrade Card request or application (except where prohibited by law). If you withdraw your consent after your Upgrade Card has been approved, we will close your Upgrade Card account in accordance with the terms of your Cardholder Agreement and terminate your Credit Line Agreement. You will remain responsible for all obligations under the Credit Line Agreement prior to closure and any Draws (as defined in your Credit Line Agreement) outstanding at the time of termination plus applicable interest and charges will remain in full force and effect until paid in full, regardless of the termination of the Credit Line Agreement. Withdrawing your consent does not apply to Communications that were previously provided to you (electronically) prior to such withdrawal.

Rewards Checking Account Product: If you have a pending account request or application in process with us, withdrawing your consent will terminate your account request or application (except where prohibited by law). If you withdraw your consent after your account has been opened, we will close your account and mail you a refund check for any remaining balance in your account in accordance with the terms of your Cross River Bank Deposit Account Agreement. Withdrawing your consent does not apply to Communications that were previously provided to you (electronically) prior to such withdrawal.

Bitcoin Products in connection with any of the foregoing Products: Your use of the bitcoin Products from NYDIG is conditioned on your consent to the use of electronic Communications as described in this Consent. If you refuse to provide your consent or withdraw your consent, NYDIG will treat such refusal or withdrawal as a cancellation or termination of your use of the bitcoin Products and a closure of your bitcoin account(s). In connection with the closure of your bitcoin account, NYDIG will sell any bitcoin balance in your bitcoin account at the applicable price at the time NYDIG receives your withdrawal of consent and return the proceeds to you in the manner described in your agreement with NYDIG, net of any transaction fees. The sale of your bitcoin could result in adverse consequences to you, including potential loss of value and potential tax liability.

How to withdraw your consent: You may withdraw your consent to receive future Communications electronically by sending an e-mail to withdrawconsent@upgrade.com with the subject line of "Withdraw Electronic Consent" and in the body of the e-mail, state (i) your full name, US Postal Address, e-mail address, and telephone number and (ii) whether your request concerns a Personal Loan, Upgrade Card with Personal Credit Line, and/or Rewards Checking Account.

Your withdrawal of consent will be effective only after we have had a reasonable period of time to process your request.

5. CHANGE IN YOUR E-MAIL ADDRESS OR OTHER CONTACT INFORMATION.

To ensure you receive all Communications in a timely manner, you agree to promptly notify us of any change in your e-mail address or home mailing address. To let us know of a change in your e-mail address, within your Upgrade online dashboard, go to "Account Settings". You may also call our Member Support team at (844) 319-3909. Until you notify us of a change in your e-mail address, any Communications delivered to your e-mail address in our records will be deemed to have been delivered to you.

At our discretion, we may treat your failure to provide us with a valid e-mail address or the malfunction of a previously valid e-mail address as a withdrawal of your consent to receive electronic documents.

6. REQUIRED HARDWARE AND SOFTWARE

In order to access and retain Communications electronically, you must satisfy the following computer hardware and software requirements: access to the Internet; an e-mail account and related software capable of receiving e-mail through the Internet; supported Web browsing software (Chrome version 32.0 or higher, Firefox version 26.0 or higher, Internet Explorer version 8.0 or higher, or Safari version 7.0 or higher); and hardware capable of running this software. To ensure access and optimal printing of your documents in PDF format, you must have Adobe Reader. To install the free version of Adobe Reader, click here (<http://get.adobe.com/reader/otherversions/>).

Additional Mobile Technology Requirements. If you are accessing the Upgrade online platform and the Communications electronically via a mobile device (such as a smart phone, tablet, and the like), in addition to the above requirements you must make sure that you have software on your mobile device that allows you to print and save the Communications presented to you. These applications can be found for most mobile devices in the device's respective "app store". If you do not have these capabilities on your mobile device, please access the Upgrade online platform through a device that provides these capabilities.

Telephone Communications and Consent. If you access the Upgrade online platform and the Communications via a mobile device, or provide us with a telephone number that is a mobile phone number, by accessing through or providing your mobile phone number, you consent to receipt of information calls and text messages made by Upgrade, its Partners, NYDIG, or any of their service providers to provide services to you related to your application for or use of our Products. You agree we may use

automatic dialing systems and prerecorded calls to this number and any number you provide to us. Your mobile provider may charge message and data rates.

7. FEDERAL LAW.

All Communications we provide to you in either electronic or paper format will be considered "in writing". You should print or download for your records a copy of this Consent and any other Communications. You agree and we both intend the federal Electronic Signatures in Global and National Commerce Act to apply to (i) this Consent and (ii) our ability to conduct business with you by electronic means.

8. TERMINATION/CHANGES.

We reserve the right, in our sole discretion, to discontinue the provision of electronic Communications at any time or to terminate or change the terms and conditions upon which electronic Communications are provided. We will provide you with notice of any such termination or change as required by law.

9. ADDITIONAL PROVISIONS FOR TAX STATEMENTS.

If you apply for, use or obtain any bitcoin Product from NYDIG, the terms, conditions and disclosures above apply to the electronic delivery of related tax documents ("Tax Documents"), in addition to the following provisions:

- You are not required to receive Tax Documents electronically. However, if you do not elect to receive Tax Documents electronically, or withdraw your consent at any time, NYDIG may be unable to provide you with the bitcoin Products (see "Withdrawing Your Consent" above).
- Your election to receive Tax Documents electronically applies to any Tax Document which NYDIG is legally permitted to provide to you now or at any time in the future until such time that you withdraw your consent.
- Withdrawal of consent of electronic delivery of Tax Documents will not affect Tax Documents previously provided electronically; such Tax Documents may continue to be provided electronically for the applicable posting period.
- The electronic delivery of Tax Documents may be terminated at any time by us. Further, we may make certain Tax Documents available electronically only for a limited time.
- If you need to update any information relevant to electronic delivery of Tax Documents, you may request that such information be updated through the procedures set forth in the section titled "Change in your E-mail Address or Other Contact Information" above.
- A description of the hardware and software required to access, print, and retain Tax Documents is set forth in the section titled "Required Hardware and Software" above.

10. ACKNOWLEDGING YOUR ACCESS AND CONSENT TO RECEIVE MATERIALS ELECTRONICALLY AND TO CONDUCT BUSINESS ELECTRONICALLY.

By accepting this Consent, you are consenting to the use of electronic Communications, electronic records and electronic signatures in connection with your relationship with us, and also confirming: (i) your ability to access and read, and also print or save, this Consent and the Communications or any related documents and communications; (ii) you have provided a valid e-mail address at which we can send electronic Communications to you; (iii) you have access to software and hardware that satisfies the above requirements to receive and review electronic records and Communications; (iv) you agree to the terms and conditions of this Consent including the telephone consent above; and (vi) by clicking the box referencing this Consent, you affix your electronic signature to this Consent.

Garry Tookes

I agree:

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