

# EVOLVE BANK & TRUST

## BUSINESS ACCOUNT TERMS

### I. INTRODUCTION.

This document, as amended or supplemented by the attached disclosures and pricing guides, (collectively, the “Account Terms”) contains the general terms, conditions and disclosures for the Evolve Bank & Trust transaction account (the “Account”) and constitutes an agreement between the Bank (as defined below) and you. For purpose of these Account Terms, the term “Account” may also collectively include Sub-Deposit Accounts.

References to the “Bank,” “we,” “us,” or “our” means Evolve Bank & Trust and any of its affiliates. References to “you” and “your” means any person or entity that holds, owns or has authority to use, whether individually or on behalf of another person or entity, the Account. The Account Terms may be supplemented or amended as set forth in Section V(E) (Miscellaneous Terms). Bank services and access and use of your Account may be provided to you through the website and/or mobile phone application of our service provider (the “Service Provider,” and its website and mobile phone application, the “Service Provider Platform”). The Service Provider may offer you additional services through its Service Provider Platform, pursuant and subject to the terms and conditions between you and the Service Provider (the “Services” and such terms and conditions, the “Service Provider Terms”). Please see Section II (The Account) for additional information.

By opening or continuing to maintain an Account with us, you agree to be bound by these Account Terms, and all applicable agreements, disclosures, and other documents, as well as by all applicable federal or state laws, statutes and regulations. Please keep a copy of these Account Terms.

We may decline to open an Account for any reason, or for no reason. We are not liable for any damages or liabilities resulting from refusal of an Account relationship.

THESE ACCOUNT TERMS IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND A WAIVER OF CLASS ACTION AND JURY PROVISION. PLEASE CAREFULLY READ SECTION IV (ARBITRATION AND WAIVERS).

### II. The Account.

A. Availability. The Account is available to an entity legally operating in the U.S. and with a U.S. physical address. The Account is only available for business purposes only, and you must not use it for personal, family or household purposes. You are not entitled to open an Account under these Account Terms if you are not a corporation, unincorporated business association, partnership, limited liability company, incorporated nonprofit organization or sole proprietorship. We reserve the right to close your Account if we determine that it is used for any impermissible purpose, as we may determine from time to time.

You must also agree to go paperless. This means that: (1) you must keep us supplied with your valid email address and telephone number; and (2) you must agree to accept electronic delivery of all communications that we need or decide to send you. Please see the Evolve Bank & Trust Electronic Communication Consent for additional details. **Note: Hyperlink this to the appropriate document.**

#### B. Account Type and Ownership.

The Account is a transaction account that pays a variable rate of interest and allows you to make certain payments and transfers to third parties. The Account is a business account that may be used only for business purposes. The Account may not be opened as a joint account.

You cannot give a security interest or pledge your Account to someone other than us without first getting our express written consent. We are not required to give consent to a security interest or pledge to someone else. Unless we agree in a separate writing

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otherwise a security interest or pledge to someone else must be satisfied or released before any right to withdraw from the account can be exercised.

C. Opening an Account. To open an Account, you must submit to us an application and all information that we may require. You represent to the Bank that you are authorized to do business in the manner indicated to us and that the acts of person(s) opening the Account have

been ratified. You agree that the Bank may rely on such representations without requiring additional information or documentation and that you will furnish such information upon request. You are solely responsible for meeting any legal requirements to establish and maintain the type of Account requested and have a duty to inform us of the status of any change to your organization, including any change to the type of entity. Federal regulations require that you provide us with information concerning the beneficial owners of a legal entity at Account opening. You may also be asked to provide such information at other times (and on any qualifying account) upon request of the Bank. You shall have a continuing obligation to provide any other documentation we may request from time to time, including any information required under our customer identification program to establish your identity. If at any time we determine that the beneficial ownership information you provided to us was false, incorrect, or of concern to the Bank, or if you refuse to provide us with the information when requested, we may close, block, restrict or freeze any or all of your Accounts.

We reserve the right to require the Account holder(s) to furnish us with such resolutions, agreements or documents as we may reasonably request to evidence the authority of individuals to act on behalf of the Account holder(s). We will honor such an authorization until we receive written notice of change from the governing body of the organization. It is mutually agreed that the power and authority of each person named as authorized to take action with respect to the Account shall continue in full force and effect until we receive actual written notice of revocation, whether the same be brought about by dissolution of the Account holder or otherwise.

By opening an Account, you agree that we can gather personal information about you and/or your beneficial owners from one or more consumer reporting agencies, governmental entities and/or other third parties. You also agree that we have the right to access follow-up consumer reports while your Account is open for maintenance, review or collection purposes.

Your Account will not be considered "opened" until it is funded. This means your balance must be at least a penny. Once your account is considered "opened," there is no minimum balance required and no maximum balance limit. However, we may, at our sole discretion and at any time, require a minimum balance and set a maximum balance limit.

D. Service Providers. You understand that we have engaged Service Providers to perform a number of services for you under these Account Terms, including, but not limited to, identity verification, compliance monitoring, risk mitigation and management, managing your transfer instructions and other related services. Service Providers, along with their partners and agents, are the servicer of your Account. In that capacity, Service Provider may act on our behalf, perform our obligations or enforce our rights under these Account Terms. A Service Provider may also offer Services in connection with your Account to allow you to provide us with payment instructions and to view certain Account information using the Service Provider Platform. You understand that any payment instruction provided to us or activity performed in connection with your Account (including electronic fund transfers ("EFTs")) using the Services shall be deemed authorized and valid and Bank is under no obligation to investigate the instruction or activity.

To the fullest extent permitted by law, we will not have any liability in connection with the Services and disclaim all warranties, either express or implied or statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose and lack of viruses related to the Services. In no event shall we be liable for: (1) damages caused other than by our own gross negligence or intentional misconduct; or (2) indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy) arising out of or in any way related to the use of or inability to use the Services, even if we have been advised of the possibility of such damages.

### III. Using Your Account and Account Disclosures.

A. Debit Card. In connection with your Account, we may (but are not obligated to) issue you a debit card (the "Card") that will automatically link to the Account. If a Card is made available to you, it is subject to a debit card agreement by and between you and us.

The Card may be used to initiate withdrawals at ATMs and points of sale and may be used to purchase goods and services. By using your Card, you authorize us and/or our agents to debit your Account. We reserve the right to refuse to make any transfer for security, credit, legal/regulatory, or other reasons, as we determine in our sole discretion. You are responsible for all transactions you authorize using the Card, including any losses, charges, or penalties incurred as a result. You may be charged for your use of the Card at ATMs. The Card is the property of the Bank, and if your Account is closed or your Card privileges are cancelled, you agree to stop using the Card and destroy it.

B. Linking Accounts. You may link your bank account at another financial institution ("Linked Account") to your Account in order to transfer funds between your Linked Account and your Account. You represent and warrant: (1) that you have the right to authorize any and all charges and debits to the Linked Account; (2) the Linked Account is held at a depository institution located in the U.S.; (3) you are individually or jointly the owner of the Linked Account; and (4) the Linked Account is a business purpose or commercial account. You will indemnify and hold us harmless from any claims by any person related to the Linked Account, including any other owner of the Linked Account. You are not permitted

to link your Account with a credit, debit, gift, or other type of card issued by a third party or another bank. You may deposit funds into or withdraw funds from your Account by using the Service Provider Platform to initiate an Automated Clearing House transfer ("ACH Transfer") to or from the Linked Account. We do not accept requests made otherwise to initiate ACH Transfers. Requests for ACH Transfers to debit the Linked Account that are made before 4:00 PM MT on a business day, shall be considered received on the business day the request is made. Requests for ACH Transfers to debit the Linked Account that are made after 4:00 PM MT on a business day or on a non-business day, shall be considered received the next business day.

C. ACH Transfer Initiated by an External Bank or Through a Third Party. You may deposit funds into or withdraw funds from your Account by having an external bank (directly or through a third party) initiate an ACH Transfer to or from your Account at the Bank. The external account that you are depositing funds into or withdrawing funds from must be at an external bank located in the U.S.

D. Internal Transfer Between Accounts at the Bank. We may (but are not obligated to) permit you to initiate a transfer of funds between your accounts at the Bank through a Service Provider Platform. We do not accept requests made otherwise to initiate internal transfers.

E. Deposits. When you make a deposit, we will act only as your collection agent and will not be responsible beyond the exercise of good faith and ordinary care. All deposits are provisionally credited subject to our receipt of final payment. If a deposit or transfer of funds into your Account is returned or rejected by the paying financial institution for any reason, you agree that we may deduct the amount of the deposit or transfer against your Account, without prior written notice to you.

1. You may make a deposit into your Account by ACH Transfers or any other method we make available to you. You may also arrange for recurring deposits, such as direct deposits, to be made electronically to your Account.

2. Foreign Currency and Cash Deposits. We do not accept any deposits denominated in any foreign currency. We do not accept any deposits in cash, whether in U.S. dollars or any foreign currency. All deposits are considered to be non-cash deposits.

3. If we permit you to deposit a check into your Account, you agree not to deposit a check drawn on the same Account into which the check is being deposited. If available, you also agree not to deposit by ATM, mobile banking check deposit, or by mail any item that is drawn on a foreign bank or that is not denominated in US dollars. We may refuse a deposit, limit the amount of a deposit or return all or a portion of a deposit. We are not responsible for any deposit you mail to us that we do not receive. We will forward any items you deposit for collection to the bank on which the items are drawn. We may give you provisional credit for any item you deposit, which we may revoke at any time if we do not receive final payment for that item. All deposits to your Accounts, regardless of how made, are subject to verification, final payment, and our Deposit Availability Disclosure.

4. You may only deposit with us funds that are immediately available, which under applicable law are irreversible and are not subject to any lien, claim or encumbrance.

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#### F. Withdrawals.

1. Except as provided below, you may make withdrawals from your Account up to the available balance in your Account by any means that we make available to you. We may refuse a withdrawal request exceeding the available funds in your Account even if you make a deposit later in the business day after we refuse your withdrawal request. If your available balance is not enough to pay a transaction you make, we may assess an insufficient or unavailable funds fee, regardless of whether we pay the transaction. We may allow withdrawals at any time, but reserve the right to require seven (7) days written notice of intention to withdraw funds from your Account if your Account is a negotiable order of withdrawal (NOW) account.

2. You are not permitted to make withdrawals from your Account by creating a check drawn on your Account. If you attempt to make any transactions with your Account using a credit, debit, gift or other type of card issued by a third party or another bank or by creating a check drawn on your Account, we will reject and/or return the transaction without notice to you and may consider such action to be a violation by you of these Account Terms.

3. Before allowing a transaction, we may request you to provide us with identification, authorization, documentation or other information that we deem necessary. We may refuse a withdrawal if you fail to comply with our request. We may tell you in advance when we are going to refuse a withdrawal request but will not be required to do so.

#### G. Payment Instructions.

1. You agree that any payment instructions received by us (such as requests to withdraw or transfer funds from your Account) through the Service Provider Platform or in connection with your username, passphrase, PIN or mobile device used to access the Service Provider Platform (collectively "Credentials") will be deemed to be authorized by you. The use of any of your Credentials by another person will be as effective as your use of the Credentials, regardless of whether the person affixing the Credential was authorized by you and regardless of the means by which the Credential was affixed. For example, if you provide your username and password used to access the Service Provider Platform to another person and that person uses that information to withdraw funds from your Account, we will deem the withdrawal to be authorized by you. Unless prohibited by applicable law, you agree to hold us harmless and indemnify us for any liability incurred for reasonably acting upon such instructions which bear any of your Credentials.

You agree to keep confidential and to take all reasonable precautions and make all reasonable efforts to protect the secrecy of all Credentials issued to you, selected by you, or utilized by you. If any of your Credentials become lost or known to another person, you agree to notify us immediately so that a replacement may be issued. If you believe your Credentials are no longer secure or confidential, or that someone has used your Credentials without your permission, please contact us immediately by calling +1 (888) 610-2324 or notifying us through the Service Provider Platform.

2. We may refuse to follow any of your payment instructions if we think they are illegal or potentially harmful to us. If we follow your payment instructions, we may require other security measures to protect us from any losses we may suffer. To the greatest extent permitted by law, you agree to pay us back for any damages or losses (including, but not limited to, the reasonable costs of an attorney) that we suffer if we take an action based on your (or what appears to be your) oral, written or electronic instructions.

#### H. Posting Order of Credits and Debits.

1. Posting Orders. This section summarizes how we generally post some common transactions to your Account. Posting transactions to your Account impact your Account balance. Posting a credit increases your balance, while posting a debit or hold reduces your balance. Credits include deposits and credits we make. Holds include deposit holds, Card authorizations and holds related to withdrawals and EFTs. Debits include withdrawals, transfers, payments, Card transactions and fees.

We use automated systems to process transactions and then to post transactions to your Account. When we process multiple transactions for your Account on the same day, you agree that we may in our discretion determine our posting orders for the transactions and that we may credit, authorize, accept, pay, decline or return credits, debits and holds in any order at our option.

We generally post common transaction as follows. We group the different types of transactions into categories. We use several different categories for holds, credits, and debits. Most categories include more than one transaction type. After the end of the business day, our automated systems assign each transaction received for that day to a category. We generally post

all transactions within a category, using the posting order or orders that apply to that category, before we post any transactions assigned to the next category.

First, we start with the balance in your Account at the beginning of the business day, subtract holds from your balance, and make any adjustments from prior days. Next, we generally add available deposits and credits to your balance and then subtract debits from your balance based on the debit category. We subtract debits in a category from your balance in order from the highest to lowest dollar amount, unless specified otherwise herein. The first category of debits to be applied against your balance are certain Card and ATM transactions (e.g., Card transactions and ATM withdrawals and transfers). The debits within this category are subtracted from your balance in date and time order our systems receive date and time information. If we make checks available to you, this category is applied next against your balance. Check posting will be in sequential order based on the check number, and for any check for which the number cannot be read, from highest to lowest amount following the posting of number legible checks. We then subtract from your balance any other types of electronic debits in order from the highest to lowest dollar amount. These debits include ACH Transfers. Finally, we subtract from your balance most fees (such as monthly maintenance fees, overdraft fees, returned item fees, and ATM fees) in order from highest to lowest dollar amount. Some fees may show as "processing" until the next day.

2. Changing Posting Orders. You agree that we may determine in our discretion the orders in which we post transactions to your Account. You agree that we may determine in our discretion the categories, the transactions within a category, the order among categories and the posting orders within a category. We sometimes add or delete categories, change posting orders within categories and move transaction types among categories. You agree that we may in our discretion make these changes at any time without notice to you.

3. Posting Orders Determined at End of Day. We receive credits, debits and holds throughout the day. Regardless of when during the day we receive transactions for your Account, you agree that we may treat them as if we received all transactions at the same time at the end of the business day. During the day, we show some transactions as processing. Please note that transactions shown as processing have not been posted yet. The posting order for these transactions is determined at the end of the day, with the other transactions we receive for that day and based on the category. We do not always receive debits on the same day that you conduct them. We generally post credits and debits to your Account, and report them on your statement, in a different order than the order in which you conduct them or we receive them.

4. Overdraft Fees. We generally determine at the time we post a debit to your Account whether it creates an overdraft and whether an overdraft or returned item fee applies. You should note that sometimes we authorize a transaction at a time when you have enough available funds to cover it, but because other transactions post before it and reduce your balance, the transaction creates an overdraft when we post it to your Account. You can avoid fees for overdrafts and returned items by making sure that your Account always contains enough available funds to cover all of your transactions. When your Account balance includes some funds that are subject to a hold, dispute or legal process, you should note that those funds are not available to cover your transactions. Our posting orders can impact the number of overdraft fees we charge you when you do not have enough available funds to cover all of your transactions. When several debits arrive the same business day for payment from your Account and you do not have enough available funds in your Account to cover all of the debits we receive for that day, you understand that some posting orders can result in more overdrafts, and more fees for overdraft items and returned items, than if we had used other posting orders. You agree that we may in our discretion choose our posting orders, and also change them from time to time, regardless of whether additional fees may result. When your Account balance includes some funds that are not available at the time that we post a debit, and you do not have enough available funds in your Account to cover the debit, the debit results in an overdraft and we generally charge you an overdraft fee or returned item fee for the debit. We do not show holds or distinguish between available and unavailable funds in your Account balance on your statement.

5. Certain Transactions Made After Business Day Ends. During processing, we generally include in your Account balance some transactions that you make after the business day cut-off, but before the end of the calendar day. Deposits are made available based on Section VIII (Deposit Availability Disclosure). We generally subtract from your Account balance the following

debits, when the transaction occurs after the cutoff time for the business day, but during the same calendar day: cash withdrawals made at an ATMs and any credit-push ACH Transfers of EFTs.

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I. Insurance Coverage. The Federal Deposit Insurance Corporation ("FDIC") insures deposits according to the ownership category in which the funds are insured. Not all accounts may be insured. Unless otherwise stated by us or the FDIC, the Account is insured by the FDIC up to the standard maximum deposit insurance amount per depositor, per ownership category (the "Standard Insurance Amount" or "SIA"). For purposes of determining the SIA applicable to your Account, you need to consider all accounts that you also hold at the Bank in the same ownership category. To determine SIA applicable to your Account with us and for any other FDIC insurance requirements that may apply, please visit the FDIC's website at [www.fdic.gov/deposit/deposits](http://www.fdic.gov/deposit/deposits) or call the FDIC directly at 1-877- ASKFDIC (1-877-275-3342). You can also use the FDIC's Electronic Deposit Insurance Estimator (EDIE) at [www.fdic.gov/edie](http://www.fdic.gov/edie). Please see subsection L below for additional information regarding FDIC insurance coverage for Sub-Deposit Accounts.

J. Court Processes and Claims Against your Account. If we receive a levy, attachment, or other legal process against you or any party to your Account, we may refuse to permit withdrawals or transfers from your Account until the legal process is dismissed or satisfied. Any levy, attachment, or other legal process will be subject to our right of set-off and security interest. You are responsible for any losses, costs, or expenses we incur as a result of any dispute or legal proceeding involving your Account. If we receive a claim against the funds in your Account, or if we know of or believe that there's a dispute as to the ownership or control of funds in your Account, we may, in our discretion: (1) place a hold on your Account and refuse to pay out any funds until we're satisfied that the dispute is settled; (2) close your Account and send the balance to the named account holder(s); (3) require a court order to act; or (4) take any other action we feel is necessary to protect us. We will not be liable to you for taking any such action.

K. Statements. We will deliver or make available to you periodic statements for your Account at least four (4) times a year, unless your Account is determined to be inactive. The Account statement will describe payments or transfers made in connection with your Account. You agree to notify us promptly if you do not receive your statement by the date you normally would expect to receive it. Your periodic statement may be accompanied by items or a facsimile of those items listed on the statement, unless the item or an image of the item is unavailable for any reason. You agree that the statement and items all have been delivered or made available to you in a reasonable manner. We will not be responsible for any indirect, special or consequential damages under any circumstances for our inability to provide copies of an item. Our liability, if any, will not exceed the face amount of an item in question.

L. Sub-Deposit Accounts. We will, from time to time, place your funds provided to us in a deposit account or omnibus custody account ("Sub-Deposit Account") with other depository institutions (each an "Insured Depository Institution"). You will not be charged a fee for our placement of your funds or in connection with the Sub-Deposit Account. We also will act as the agent/custodian with respect to your Sub-Deposit Account pursuant to this subsection. You consent to us placing funds with Insured Depository Institutions. If you do not consent to our placement of funds with Insured Depository Institutions, you should not open an Account or deposit funds with us.

The Sub-Deposit Account will be established by an Insured Depository Institution that has entered into agreements with us. Your funds in the Sub-Deposit Account will bear the interest rates and APY you have agreed to with us (if any). All payments with respect to the Sub-Deposit Account by the Insured Depository Institutions will be made to us, and we will credit the funds to your Account.

Your only rights with respect to the Sub-Deposit Account is to demand we repay you all amounts in your Account, including those transferred to the Sub-Deposit Account. The Sub-Deposit Account may not be transferred to another institution, except by us or the Insured Depository Institution. You may terminate our role as your agent/custodian and our ability to deposit funds you provide us in the Sub-Deposit Account. Any termination will result in a return of funds in accordance with law and closing of your Account and any Sub-Deposit Account opened specifically for you.

When we place funds with Insured Depository Institution and act as your agent with respect to the Sub-Deposit Account, we will ensure the records of the Insured Depository Institution are in our name, as agent or custodian. The funds deposited in the Sub-Deposit Account will be FDIC insured to the same extent as if such funds were held in the Account with us. In other words, the depositing of your funds into the Sub-Deposit Account will not otherwise increase your FDIC deposit insurance coverage. You will not receive any written confirmation of the establishment of the Sub-Deposit Account or transfer of funds to the Sub-Deposit Account; instead, we will maintain

records clearly indicating the transfer and beneficial ownership of the Sub-Deposit Account. You must immediately report to us any changes in Account ownership information that you originally provided to us in connection with the submission of your application for an Account.

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Our placing of funds may reflect considerations of federal and state law, our funding needs and funding needs of Insured Depository Institutions, general economic conditions or other factors determined by us in our sole discretion. We will not place funds with more than one Insured Depository Institution. We may place funds to enhance our business objectives and for balance sheet management without any benefit to you, including increased FDIC deposit insurance coverage. Further, we may receive greater benefits when we place your funds with an Insured Depository Institution than if we otherwise maintained your funds with us. We are under no obligation to place your funds with an Insured Depository Institution.

A Sub-Deposit Account will be a deposit obligation of the Insured Depository Institution that maintains the Sub-Deposit Account; provided, this does not modify our obligation to repay all amounts you deposited in your Account.

All deposits that are maintained with an Insured Depository Institution in the Sub-Deposit Account are aggregated with deposits maintained in your Account with us for purposes of the SIA. Funds you hold in one or more Accounts with us (including funds we maintain before placement with Insured Depository Institution), funds in the Sub-Deposit Account and any funds resulting from payment of interests on an Sub-Deposit Account will be aggregated for FDIC insurance purposes with all other deposits you hold in deposit accounts with us in the same ownership category and therefore may not be fully insured by the FDIC. For the avoidance of doubt, funds deposited in the Sub-Deposit Account will be treated as funds on deposit in the Account with us for FDIC insurance calculation purposes. As such, your total FDIC deposit insurance coverage for funds you provide us for deposit in your Account will not be increased by nature of any deposit of funds in the Sub-Deposit Account. Please see subsection J above for additional information on determining SIA.

We may provide your name, tax identification number and other pertinent identifying information to Insured Depository Institution, and other parties providing services in connection with the placement of your funds and the establishing and holding the Sub-Deposit Account. You hereby consent to such release of information. Nothing in this section shall be deemed to prevent us from disclosing information to a third party if required by law.

We will act as your agent in connection with the placement of your funds with the Insured Depository Institution and the establishment and maintenance of the Sub-Deposit Account. Although we will act as your limited agent in connection with the placement of your funds, we are not acting as your financial adviser. See subsection A of Section V for additional information. You hereby appoint us to act as your agent for purposes of placing funds with Insured Depository Institutions and establishing and maintaining, on your behalf, the Sub-Deposit Account. You further authorize us to collect for you all interest and other payments related to an Sub-Deposit Account, to place funds with Insured Depository Institution pursuant to the terms set forth herein, and to execute and deliver or file on your behalf all appropriate receipts, agreements, releases and other instruments, including whatever agreements may be required from Insured Depository Institution, for the

purpose of establishing your ownership interest in the Sub-Deposit Account and maintaining an Sub Deposit Account.

Although there are two or more accounts associated with your funds (the account maintained with us, referred to as the Account, and the Sub-Deposit Account), your Account is considered a single account for your deposits and withdrawals, as well as for tax reporting, balance requirement, service charge, monthly statement and FDIC deposit insurance purposes. The existence of the Sub-Deposit Account and any other account maintained by us pursuant to these Account Terms is for internal purposes and will not change the manner in which you use, obtain information about or earn interest (if any) on your Account. These transfers, including the placement transfer, will not appear on your monthly statement.

M. Interest and Interest Rate. If your Account is an interest bearing account, the following provisions apply. A minimum deposit of \$1.00 is required to earn the Annual Percentage Yield ("APY") disclosed to you from time to time. We only pay interest in whole cents and use standard rounding rules to calculate the amount of interest earned. This means that an amount equal to or greater than one half of one cent accrued during a monthly interest period is rounded up to the next whole cent and an amount less than one half of one

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cent accrued during a monthly interest period is rounded down to zero. Interest is compounded daily and credited to your Account monthly. Interest is calculated using the daily balance method. This method applies a daily periodic rate to the principal and interest that has accrued in the Account each day. This means that the interest from your Account is calculated every day on a 365-day year (and 366-day for leap year). Interest begins to accrue on the business day that we receive your deposit. If the Account is closed before interest is credited, accrued interest will be paid through the last full day before the day the Account is closed. The rate at which interest may be paid on the principal balance of the Account, and the corresponding APY at which the Account would earn interest each year if all interest paid on the Account remains in the Account, can be found on the Service Provider Platform, which may be modified by from time to time in our sole discretion. We may, at our discretion, at any time, change the interest rate and the APY.

N. Prohibitions. You must not use your Card or Account for any illegal purpose or internet gambling. This prohibition includes any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You are responsible for determining the legality of each of your transactions in all applicable jurisdictions before entering into the transaction. We have no obligation to monitor, review or evaluate the legality of any transaction. Nevertheless, we may deny transactions or authorizations if we believe the transaction is or may be illegal. We reserve the right to refuse or return any item that we believe is related to an illegal transaction, an Internet or online gambling transaction or a high-risk transaction. To the fullest extent permitted by law, you agree to pay for any item or transfer that you authorized, even if the transaction related to that item or transfer is determined to be illegal.

O. Fees. You agree to pay all fees and charges applicable to your Accounts, which will be automatically deducted from your Accounts and may result in your Accounts being overdrawn. The amounts of these fees and charges, the manner in which they are calculated, and the ways to potentially avoid them are listed in our Fee Schedule. Fees and our Fee Schedule are subject to change at any time and without notice to you, unless required by law. Fees set forth in the Fee Schedule are charged by Bank for its services. Service Provider may charge you fees separate and apart from the fees set forth in the Fee Schedule for its Services, pursuant to the Service Provider Terms. Bank is not responsible for any fees charged by Service Provider for its Services.

P. Power of Attorney/Agents. References to you also include any person who you authorize to act on your behalf, whether by following the process we require (for example, by designating an authorized signer on a signature card), or on your own (for example, by creating a power of attorney). If you name such an agent:

1. We may require that you use forms we approve and require each owner to sign the form to be effective;
2. The powers you give to your agent, and any limitations on those powers, are between you and your agent, even if we have express written notice of those powers. You understand and agree that we have no duty or responsibility to monitor the acts of your agent or ensure that the acts of your agent are for your benefit. For example, if you only give your agent authority to pay your bills and your agent exceeds that authority, we are not responsible for that breach of authority;
3. You agree not to hold us responsible for any loss or damage you incur as a result of us following instructions given to us by your agent;
4. The owner of the Account is responsible to us for any actions of your agent, regardless of whether those actions exceed the authority given or whether the agent is formally nominated by all the owners or less than all the owners;

5. The agency will end after the owner notifies us in writing to end the agency and we have had a reasonable opportunity to act on it; and

6. If you authorize any third person, such as a bookkeeping service, an employee, or agent of yours to retain possession of or prepare items or any transactions using your Account, you agree to assume full responsibility for any errors or wrongdoing performed or caused by such third person or any of its agents or employees if we should pay any such item.

Q. Bankruptcy Cost. If your Account becomes subject to a receivership, court order or bankruptcy, and we are required to implement changes as to your Account that increase our costs to maintain your Account (for example, a requirement for us to pledge

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property to secure your Account above the amount of any deposit insurance on your Account), you agree to reimburse us for the additional costs and any expenses incurred by us (including legal fees) to implement such required changes as to your Account.

R. Monitoring and Closing Your Account. Subject to the terms herein, you can close your Account at any time and for any reason by contacting us or terminating the Account through the Service Provider Platform, if applicable. We reserve the right to refuse your request to close your Account if your Account is not in good standing or if you have a negative balance on your Account. If you intend to close your Account, you should notify us. Simply reducing your Account balance to \$0.00 is insufficient notice. If you close your Account you are responsible for transactions you initiated or authorized, including those that we receive after the Account is closed. Withdrawals from your Account may be restricted prior to Account closing.

We reserve the right (but are not obligated) to monitor all Account activity for inappropriate use. We can close your Account at any time, for any reason, without advance notice. If we close your Account, we will notify you by mail, electronically or by telephone that we have closed your Account unless your Account has had a zero balance for thirty (30) days or more. If we close your Account, all collected funds (less any amounts due to us or for debits in process) will be transferred to your Linked Account. Alternatively, we may, at our discretion, mail you a check for the available balance in your Account. Written notice that the Account has been closed and a check, if any, will be sent to any address shown on our records for you, or if the Account is a jointly owned, to any account owner to whom we elect to send it. Once we have closed your Account, you agree that we can assess any service charge otherwise applicable against any remaining balance in your Account. We are not responsible to you for any damages you may suffer as a result of your Account being closed. If you attempt to make a deposit to an Account we closed, we may collect the deposit and set-off your indebtedness to us. Any funds in excess of \$1.00 will be returned to you.

State laws (called "escheat" or unclaimed property laws) require us to close your Account and transfer your money to the state if your Account is dormant for a period of time as defined by your state of residence. Your Account can become dormant if, for 24 months, there is no transactional activity. If your Account becomes dormant, you may no longer receive statements, but you can still view your accounts online.

State abandoned property law establishes guidelines under which unclaimed property must be surrendered to the applicable state. Generally, the funds in your Account are considered unclaimed if you have not had any activity or communication with us regarding your Account over a period of years, defined by your state of residence. All products offered by us are subject to abandoned property laws. If your funds are surrendered to the state, you may be able to reclaim them, but your claim may need to be presented to the state. You can avoid the transfer of your money to the state simply by signing into your Account, transacting periodically, or contacting us, or replying to any abandoned property correspondence.

#### S. Fraud and Unauthorized Transactions.

1. Duty to Safeguard Account. You agree to keep any Account information, Credentials, security code, password or other confidential identification number used to access your Account secure and strictly confidential and to not permit disclosure of such information to any unauthorized person. You agree to immediately notify Bank if this information has become known to, or been used by, an unauthorized person. You acknowledge that Bank has no method to determine whether a transaction conducted with use of a valid Account name, Account number, Credentials and/or security code was proper, and you therefore authorize Bank to complete any transaction involving your Account made with the use of such information.

You agree to be responsible for any transaction initiated with the use of a valid Credentials or any access device. Bank shall have no liability for any loss, claim, or damage sustained as a result of the use of your Credentials or access device whether such transaction was authorized or not and agree to indemnify and hold harmless Bank for any such transaction alleged to be unauthorized.



2. Duty to Review Account Statement. You agree to review your Account statement within thirty (30) days from the statement date. Because you are in the best position to discover an unauthorized transaction, you agree that, without regard to care or lack of care by either you or Bank, we will not be liable for any transaction, subject to applicable law and payment

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network rules. If you choose not to receive your statements, you remain responsible to review and report any errors. If you are absent from your Account mailing address, you are responsible to make arrangements to have your statements reviewed for errors and report them in a timely manner.

3. Duty of Care. You agree that you will exercise ordinary care in handling your Account. In exercising ordinary care, you shall have the duty to: carefully examine your bank statements for fraudulent or unauthorized transactions and promptly notify Bank of any such transaction; timely reconcile your statement with your internal records to detect any other Account discrepancies, including any missing or diverted deposits; implement security precautions regarding the use and access of your Accounts through any access device, Credentials, security codes, passwords, or confidential identification numbers; conduct background checks of all individuals having access to any Credentials, security or access devices or sensitive Account information; conduct background checks on all individuals who have authority to prepare Account transactions or reconcile statements; independently review the work of individuals who are responsible for reconciling statements and preparing transactions using your Account; and comply with all other duties under this Agreement or under any applicable law. Your failure to exercise ordinary care will constitute negligence and will preclude you from asserting against Bank any unauthorized transaction on your Account.

4. Fraud Detection Tools. [Service Provider to insert any it may offer for UCC 4A purposes.]

5. Limitation to File Claim. You agree that no legal proceeding or action may be commenced against Bank to recover any amounts alleged to have been improperly paid out of the Account due to any fraudulent or unauthorized transaction unless: (i) you have timely provided written notice as required by subsections 1 and 2 of this paragraph S (Fraud and Unauthorized Transactions), and (ii) such proceeding or action shall have been commenced within six (6) months from the date the first statement containing the unauthorized transaction was made available to you. Any proceeding or action not brought within one year from the date of the first statement containing the unauthorized transaction is forever barred.

6. Duty to Cooperate. If you report any unauthorized transaction on your Account, you agree to cooperate with Bank in its investigation of the claim. This includes preparing an affidavit and report containing whatever information Bank requires concerning the Account, the transaction and the circumstances surrounding the loss. You also agree to file a criminal report against any suspected wrongdoer and waive any claims against Bank if you fail to do so or if you enter into any settlement, compromise or restitution agreement with the wrongdoer without the consent of the Bank. Bank may reverse any credit or reimbursement should you fail to file the criminal report or refuse to testify against the wrongdoer.

7. Duty of Insurance. You are under a duty to maintain fidelity bond coverage on any individual who has access to your Account information, Credentials or access devices and on any individual responsible for reviewing or reconciling statements. You agree to pursue all rights under such policy or any other insurance policy you maintain before making a claim against Bank in connection with any unauthorized banking transaction. You agree to provide Bank with all reasonable information about your insurance coverage, including the name of the insurance carrier, the policy number, policy limits, and applicable deductibles. Bank's liability, if any, will be reduced by the amount of any insurance proceeds you are entitled to receive. At Bank's request, you agree to assign your rights under any insurance policy to Bank.

8. Limitation of Liability. You agree that Bank has a reasonable time to investigate the facts and circumstances surrounding any claimed loss and that we have no obligation to provisionally credit your Account. Bank's maximum liability is the lesser of actual damages proved or the amount of the unauthorized withdrawals, reduced by an amount which could have been avoided had you exercised ordinary care. In no event will Bank be liable for special or consequential damages, including loss of profits and opportunity or for attorneys' fees. Bank will not be liable for any items that are forged or altered in such a way that such forgery could not be reasonably detected.

#### IV. Arbitration and Waivers.

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THIS ARBITRATION PROVISION WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED.

PLEASE READ THIS SECTION IV (ARBITRATION AND WAIVERS) CAREFULLY. For a dispute subject to arbitration, neither you nor we will have the right to: (A) have a court or a jury decide the dispute; (B) engage in information-gathering (discovery) to the same extent as in court; (C) participate in a class action in court or in class arbitration; or (D) join or consolidate a claim with claims of any other persons. Arbitration procedures are simpler and more limited than rules applicable in court. The decision of the arbitrator is final and binding.

A. Definitions. If you have a dispute with us or our Service Provider, and we are not able to resolve the dispute informally, you and we agree that upon demand by either you or us, the dispute will be resolved through the arbitration process as set forth in this section. A “claim” or “dispute,” as used in this Section IV (Arbitration and Waivers), is any unresolved disagreement between you, us and/or our Service Provider, arising from or relating in any way to the Account or these Account Terms. The terms “claim” and “dispute” are to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any disagreement relating in any way to services offered in connection with an Account or any other services offered pursuant to these Account Terms; to your use of any of our banking products or services; to any means you may use to access your Account(s); to any advertisements, promotions or oral or written statements related to the Account; to the benefits and services related to an Account; or your approval, establishment or enrollment for an Account. Claims also include disagreements about the meaning, application or enforceability of this arbitration agreement. As solely used in this Section IV (Arbitration and Waivers), “we” or “us” shall include the Bank, its affiliates and service providers and their successors, employees, directors, officers and agents, and the terms “you” or “yours” shall mean each Account owner and all persons or entities approved to have, approved to use and/or given access to an Account. The term “Account,” for purposes of arbitration, includes any updated or substitute Account for you.

B. Binding Arbitration and Appeals. Arbitration applies whenever there is a claim between you and us. If a third party is also involved in a claim between you and us, then the claim will be decided with respect to the third party in arbitration as well, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. Claims are subject to arbitration, regardless of on what theory they are based, whether they seek legal or equitable remedies, or whether they are common law or statutory (Federal or state) claims. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future.

Judgment upon the arbitrator’s award may be entered by any court having jurisdiction. The arbitrator’s decision is final and binding, except for any right of appeal provided by the FAA. However, if the amount of the claim exceeds \$25,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$25,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum. The panel shall reconsider anew all factual and legal issues, following the same rules of procedure and decide by majority vote. Reference in this Section IV (Arbitration and Waivers) to “the arbitrator” shall mean the panel if an appeal of the arbitrator’s decision has been taken.

C. Initiation of Arbitration. Any claim must be resolved, upon the election by you or us, by arbitration pursuant to this Section IV (Arbitration and Waivers) and the code of procedures of the national arbitration organization to which the claim is referred in effect at the time the claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services (“JAMS”) or the American Arbitration Association (“AAA”), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you have the right within ten (10) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

In the event that JAMS or the AAA is unable to handle the dispute for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties pursuant to the AAA rules of procedure; or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act (Title 9 of the United States Code) (“FAA”). To the extent that there is any variance between the selected forum’s rules and this Section IV (Arbitration and Waivers), this Section IV (Arbitration and Waivers) shall control.

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If you initiate the arbitration, you must notify us in writing at: 2955 Campus Drive #110, San Mateo, CA 94403. If we initiate the arbitration, we will notify you in writing at your last known address in our file.

D. Class Action and Jury Waiver. NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION, OR TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, UNLESS THOSE PERSONS ARE BENEFICIARIES ON YOUR ACCOUNT. THIS IS SO WHETHER OR NOT THE CLAIM HAS BEEN ASSIGNED. FURTHER, NEITHER YOU NOR WE SHALL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR HAVE A JURY TRIAL ON A CLAIM, OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA.

E. Location of Arbitration and Cost. The arbitration shall take place in the Federal judicial district located in Memphis, Tennessee, unless the parties agree to a different location in writing. The party initiating the arbitration (or appeal of the first arbitration award) shall pay the initial filing fee. All fees and costs will be allocated in accordance with the rules of the arbitration forum. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but the arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by these Account Terms, the forum's rules, or applicable law.

F. Governing Law. You and we agree that in our relationship arising from these Account Terms: (1) the parties are participating in transactions involving interstate commerce; (2) the arbitrator shall decide any dispute regarding the enforceability of this arbitration agreement; and (3) this arbitration agreement and any resulting arbitration are governed by the provisions of the FAA, and, to the extent any provision of that act is inapplicable, the laws of the State of Tennessee. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

G. Continuation and Severability. This Section IV (Arbitration and Waivers) shall survive termination of your Account, these Account Terms and any bankruptcy by you or us. If any portion of this Section IV (Arbitration and Waivers) is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Section IV (Arbitration and Waivers), these Account Terms or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

#### V. Miscellaneous Terms.

A. Ordinary Card; No Fiduciary Obligation. You agree that any act or omission made by us in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in the State of Tennessee, or any rule or regulation of the State of Tennessee or a federal agency having jurisdiction over the Bank, shall constitute ordinary care. We do not assume any fiduciary obligation on your behalf. This means that we do not act as your trustee or financial advisor, and we don't assume any responsibility for your account beyond reasonable care.

B. Account Disputes. If a dispute arises concerning your Account (including, for example, a dispute over who is an authorized signer or owner), or if we believe we have a claim against you or we have or receive a claim by a third party (including our affiliates) to all or a portion of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your Account, or if we have concerns regarding your Account or the use of your Account, we have the right to hold any portion of the property in your Account until the dispute, claim, or concern is resolved to our satisfaction. We will not be liable to you if the hold we place on your Account leaves insufficient funds to cover outstanding transactions. If the dispute, claim or concern remains unresolved, you agree that we may at our option deposit the property in your Account with a court and ask the court to determine to whom the property belongs. If we deposit your property with a court, you agree that we may charge your Account for our costs, including attorney's fees and expenses

#### C. Governing Law, Forum and Time Limits.

1. All Accounts are opened at the Tennessee branch office of the Bank. All actions relating to your Account, including these Account Terms, will be governed by the laws and regulations of the United States and the State of Tennessee (to the extent that laws of the State of Tennessee are not preempted by Federal law). Federal and the laws of the State of Tennessee shall be applied without giving effect to principles of conflicts of law.

2. To the extent any dispute arising under these Account Terms or relating in any way to your Account or your relationship with us is not arbitrated, you consent to the jurisdiction of, and agree that such dispute will be resolved by the Federal or state court located in Shelby County, Tennessee.

3. You must file any lawsuit or arbitration against us within two (2) years after the claim arises, unless Federal law or the laws of the State of Tennessee or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a claim. If Tennessee law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as two (2) years, you agree to the shortest permitted time under Tennessee law. Any action against us must be brought within the period that the applicable law requires us to preserve records, unless applicable law or this agreement provides a shorter limitation period.

#### D. Reporting Information. We may report information about your Account to consumer reporting agencies, governmental

agencies, and/or third-party data services. Defaults on your Account may be reflected in your business credit report.

E. Compliance with Law. You agree to comply with applicable law and to not use your Account for illegal transactions or activities.

F. Changes in Terms. We may change these Account Terms, or any fees and features of your Account, at any time. We will give you advance notice of any change required by law in accordance with such law. We may provide this notice to you on or with your statement, by mailing the notice to you directly or by posting the notice on the Service Provider Platform. We may change or terminate these Account Terms without notice to comply with any appropriate Federal or state law or regulation.

G. Security Interest. You grant us a security interest in your Account to secure payment of any money that you owe to us arising under these Account Terms or any other agreements with us. You acknowledge and grant us the right to use any of the funds in your Account to cover any money you owe to us (a "right of set-off"). You agree that the security interests you have granted to us are consensual and in addition to any rights of set-off. We may exercise our security interest or right of set-off without prior recourse to other sources of repayment or collateral, if any, and even if such action causes you to lose interest, incur any penalty or suffer any other consequence. If we exercise our security interest or right to set-off, we will notify you to the extent required by applicable law. If the law imposes conditions or limits on our ability to take or set off funds in your Account, to the extent that you may do so by contract, you waive those conditions and limits, and you authorize us to apply funds as we deem applicable. We will consider these Account Terms as your consent for us asserting our security interest or exercising our right of set-off should any laws governing your Account require your consent.

H. No Waiver of Rights. If we fail to exercise or waive a right with respect to your Account on one or more occasions, it does not mean we have waived, or are obligated to waive, the same right on any other occasion. We may release any other person obligated under these Account Terms without affecting your responsibilities under these Account Terms. In any event, no such waiver or delay by us is effective unless it is in writing and approved by us.

I. Assignment. Your Account is not transferable and is not assignable as collateral for a loan or for any other purpose.

J. Other Services and Conflicts. If we make available to you any of our other banking services offered in connection with your Account (e.g., check services), we may provide certain terms and conditions of the additional service to you in a separate agreement or disclosure. If a service we offer has a separate agreement, and there is a conflict between the terms of these Account Terms and the separate agreement, the separate agreement shall control.

K. Privacy Policy. You authorize us to share information about you and your Account with our affiliates and third parties, unless applicable law or our [Privacy Notice](#) prohibits us from doing so. Please see our Privacy Notice for your choices about information sharing.

L. Severability. In the event that any court or tribunal of competent jurisdiction determines that any provision of these Account Terms is illegal, invalid, or unenforceable, the remainder of these Account Terms shall not be affected thereby. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders unenforceable any provision hereof, and to the extent that such waiver is not permitted by applicable law, the parties intend that such provision be interpreted as modified to the minimum extent necessary to render such provision enforceable.

M. Limitation of Liability, Disclaimer of Warranty, Indemnification and Reimbursements.

1. Limitation of Liability. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, WE ARE NOT LIABLE FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM OUR FAILURE TO ACT, OR ANY DELAY BEYOND TIME LIMITS PRESCRIBED BY LAW OR PERMITTED BY THESE ACCOUNT TERMS IF SUCH FAILURE OR DELAY IS CAUSED BY YOUR NEGLIGENCE, ACTS OR OMISSIONS OF THIRD PARTIES, INTERRUPTION OR MALFUNCTION OF EQUIPMENT OR COMMUNICATION FACILITIES, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, GOVERNMENT ACTION, ACTS OF WAR, TERRORISM OR CIVIL STRIFE, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF THE BANK, PROVIDED THE BANK EXERCISED SUCH DILIGENCE AS THE CIRCUMSTANCES REQUIRE. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE BANK SHALL BE EXCUSED FROM SUCH FAILURE TO ACT OR DELAY AS LONG AS SUCH CIRCUMSTANCES PREVAIL, AND THE BANK CONTINUES TO USE ITS COMMERCIALY REASONABLE EFFORTS TO RECOMMENCE PERFORMANCE. EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, OUR LIABILITY TO YOU FOR A CLAIM IS LIMITED TO THE FACE VALUE OF THE ITEM OR TRANSACTION, OR THE ACTUAL VALUE OF ANY FUNDS NOT PROPERLY CREDITED OR DEBITED. IN NO EVENT

WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES.

2. To the fullest extent permitted by law, we are not liable for any Services or the Service Provider Platform and disclaim all warranties, either express or implied or statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose and lack of viruses related to the Services or the Service Provider Platform.

3. Indemnification. You agree to indemnify and hold us harmless from any losses, damages, suits and expenses, including reasonable attorneys' fees, which we may incur as a result of: (i) taking any action or not taking any action that we are entitled to take pursuant to these Account Terms; (ii) any action or omission by you; or (iii) relying upon instructions or information from you.

4. Disclaimer. ALL ACCOUNT FEATURES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Reimbursement for Losses. If we take any action to collect debt incurred by you or other amounts you owe us under these Account Terms or defend ourselves in a lawsuit brought by you where we are the prevailing party, you agree to reimburse us for our losses, including, without limitation, reasonable attorneys' fees, to the extent permitted by applicable law. We may charge your Account for our losses without prior notice to you.

N. Liability for Service Interruptions. From time to time, due to maintenance, malfunctions or failures of software, equipment, or telecommunications devices, as well as unusual transaction volume or similar reasons, access to your Account may not be available to you. We minimize the periods of time during which your Account is unavailable. Access to your Account may also be interrupted as a result of things beyond our reasonable control, computer failures, loss of power, failure or interruption of communication or transportation facilities, riots, strikes, or civil unrest. You agree that we shall not be responsible for any loss, damages, costs or expenses

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that you may suffer or incur, directly or indirectly, as a result of the unavailability of access to your Account, regardless of whether it could be shown that we could have prevented or reduced the duration of such unavailability by taking any action within our reasonable control. We shall also not be responsible for any loss, damages, costs or expenses which you may suffer or incur, directly or indirectly, as a result of your inability to access your Account caused directly or indirectly, in whole or in part, by your computer or mobile device, your inability to establish a connection to or to access the Internet, or other limitations or constraints of the Internet. The provisions set forth in this section shall apply in addition to any other provisions in these Account Terms but as applied to service interruptions for access to your Account, this section shall control.

O. Section Headings and Successors. The headings in these Account Terms are only for convenience and do not in any way limit or define your or our rights or obligations under these Account Terms. These Account Terms will be binding on your personal representatives, executors, administrators, and successors.

P. Change of Address or any Application Information. You must notify us through the Service Provider Platform of any change of your address, email address or phone number or any material change to information that you have provided us in your application to open an Account. Any notice we provide to you will be binding and sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service or if a company in the business of providing correct addresses informs us that the address in our records no longer matches your address.

Q. Communications. You acknowledge that data, including emails, may be accessed by unauthorized third parties when communicated between you and the Bank, using the Internet, telephone, or other electronic devices. We are not responsible for any misdirected data or disclosures that occur as a result of your use of third-party electronic communication channels.

R. Calls and Messages. You agree that we or our agents or service providers may contact you regarding any matter for any non telemarketing reason using any kind of telecommunications technology at any email and telephone number you provide to us, including the phone number for your mobile device. You agree to receive these calls and messages, including pre-recorded or auto-dialed calls. You also agree that we may send text messages to any phone number for your mobile device you provide to us. You understand and accept that your service provider may charge you for these calls and messages consistent with applicable law. For quality control purposes and for other reasons, you permit us to record and monitor your telephone conversations and electronic communications with us (including email). Unless

the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities at the time of the call or communication. To revoke the consent provided pursuant to this subsection, you must send ten (10) days' prior written notice of such revocation to 2955 Campus Drive #110, San Mateo 94403.

S. Survival. Termination of these Account Terms shall not impact any right or obligation arising prior to termination, and in any event, the parties agree that any right or obligation which, by its nature, should survive termination of these Account Terms will survive any such termination (including, but not limited to Sections IV (Arbitration and Waivers) and V (Miscellaneous Terms) of these Account Terms).

#### VI. Tax Reporting and Backup Withholding.

Unless you are exempt as described below, federal law requires that the Bank withhold a statutory amount of interest or dividend payments (referred to as backup withholding) if you (if your Account is an interest bearing account):

1. Fail to furnish a Taxpayer Identification Number ("TIN"),
2. The Internal Revenue Service ("IRS") notifies the Bank that you furnished an incorrect TIN,
3. You or the Bank have been notified by the IRS that you are subject to backup withholding, or
4. You failed to certify that you were not subject to backup withholding or you failed to certify that your TIN was correct.

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If a correct TIN is not furnished at the time your account is opened, backup withholding will commence immediately. If you do not have a TIN assigned to you, IRS regulations allow a sixty (60) day grace period to obtain your TIN if you have completed the proper request for such grace period. Refer to the "Taxpayer Identification Number" section below for instructions on how to obtain a TIN.

While you are waiting to be assigned a TIN, backup withholding will occur. After sixty days (60), if a certified TIN is not furnished, your account may be closed. If you furnish a correct TIN within sixty (60) of account opening, and prior to year-end, you may request a refund of the amount withheld for backup withholding.

Certain additional IRS penalties may also apply if you fail to provide your TIN.

For sole proprietorships, the Taxpayer Identification Number may be either a Social Security number or an Employer Identification Number. If a sole proprietor is a resident or nonresident alien, and is ineligible for a Social Security number, the Taxpayer Identification Number may be either an IRS "Individual Taxpayer Identification Number" (ITIN) or an Employer Identification Number (EIN). For corporations, estates, organizations, clubs, and trusts the Taxpayer Identification Number is their Employer Identification Number. If you do not have a Taxpayer Identification Number, obtain Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from the local IRS office, or Form W-7, Application for IRA Individual Taxpayer Identification Number (for sole proprietors who are resident or nonresident aliens). In addition, sole proprietors who are resident or nonresident aliens must also furnish a passport, or some other government document to verify identity.

If you are exempt from backup withholding and information reporting, you must complete a certification to that effect provided by the Bank. It must also provide the Bank with its Taxpayer Identification Number to be considered exempt. The following lists payees that are exempt from backup withholding and information reporting. For interest and dividends, all listed payees are exempt except item 7 below. Payments subject to reporting under sections 6041 and 6041A are generally exempt from backup withholding only if made to payees described in items 1 through 5 below, except that a corporation that provides medical and health care services or bills and collects payments from such services is not exempt from backup withholding or information reporting. Only payees described in items 2 through 5 below are exempt from backup withholding for barter exchange transactions, patronage dividends, and payments by certain fishing boat operators.

1. A corporation
2. An organization exempt from tax under section 501(a), or an individual retirement plan (IRA), or a custodial account under 403(b) (7)
3. The United States or an agency or instrumentality thereof

4. A state, the District of Columbia, a possession of the United States, or any political subdivision or instrumentality thereof
5. A foreign government or a political subdivision, agency or instrumentality thereof
6. A futures commission merchant registered with the Commodity Futures Trading Commission
7. A real estate investment trust
8. An entity registered at all times during the tax year under the Investment Company Act of 1940
9. A common trust fund operated by a bank under section 584(a)
10. A financial institution
11. A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc. Nominee List

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12. A trust exempt from tax under section 664 or described in section 4947. Payments that are not subject to information reporting are also not subject to backup withholding. For details, see sections 6041, 6041(a), 6042, 6044, 6045, 6049, 6050A, 6050N, and 6050W of the Internal Revenue Code, and the Treasury Regulations under such sections.

Section 6109 of the Internal Revenue Code requires most recipients of dividends, interest, or other payments to give Taxpayer Identification Numbers to payors who must report payments to the Internal Revenue Service. The Internal Revenue Service uses the numbers for identification purposes and to verify the accuracy of your tax return. Payors must be given numbers whether or not recipients are required to file tax returns.

If you fail to furnish a correct Taxpayer Identification Number (TIN), you may be subject to a penalty of \$50 for each such failure unless such failure is due to reasonable cause and not to willful neglect. If you fail to furnish a TIN, the Bank may refuse to open your Account. The Bank may close an Account which was opened without a TIN and you fail to subsequently provide a TIN.

If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you may be subject to a penalty of \$500. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment. If you disclose or use a TIN in violation of federal law, you may be subject to civil and criminal penalties.

#### VII. Fund Transfers.

We may offer a variety of electronic banking services for your use with your Account. The purpose of this Section VII (Fund Transfer) is to inform you of some of the electronic banking services and also provide you with disclosures applicable to the services. We may also provide separate agreements to you that govern the terms of some services, including a separate agreement for Cards.

Unless we have entered into a specific written agreement with you that provides otherwise, payment orders you give to us for the transfer of funds out of the Account by wire transfer or otherwise, and payment orders we receive for the transfer of funds into the Account, will be governed by this paragraph. In addition, your rights and obligations with respect to a payment order, and our rights and obligations, will be governed by (a) any separate written agreement with us; then (b) this section; and then, to the extent not specified in a separate written agreement or this Agreement; (c) by Article 4A of the Uniform Commercial Code ("UCC 4A") as enacted in Tennessee.

We reserve the right to refuse to accept any payment order. Payment orders are accepted when they are executed by us. We may process any payment order request (as well as any amendment or cancellation request concerning a payment order) that we believe is transmitted or authorized by you if we act in compliance with a security procedure agreed upon by you and us. Such payment orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such orders, even though they are not transmitted or authorized by you. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of a payment order (among other ways) by placing a telephone call to you. If we cannot reach you, or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order.

You agree that if a payment order or cancellation thereof identifies the beneficiary by both name and an identity number, and the name and number identify different persons or account holders, execution and payment to the beneficiary or cancellation may be made solely on the

basis of the identifying number. You also agree that if a payment order identifies an intermediary bank or the beneficiary's bank by both name and an identifying number, and the name and number identify different persons, execution of the payment order by any bank may be made solely on the basis of the identifying number. If we receive a funds transfer into any Account you have with us, we are not required to give you any notice of the receipt of the funds transfer. The funds transfer will appear on your next periodic statement. To confirm the completion of funds transfers, please contact us at [INSERT NUMBER] or access your Account using the Service Provider Platform. Prior to the acceptance of an outgoing payment order, the outgoing payment order may be cancelled, but may not be amended or modified, if the beneficiary's bank is located within the United States of America and the outgoing payment order is to be paid in U.S. dollars. Other outgoing payment orders may not be cancelled, amended or modified. We must receive your cancellation in a reasonable time prior to the time we execute the outgoing payment order. Payment orders sent by Fedwire will be subject to the Federal Reserve's Regulation J, and payment orders sent via other payment systems will be subject to the rules of those

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systems. You agree that we may record all telephone conversations and data transmissions received from, made for or made on behalf of you pursuant to or in connection with a payment order.

You agree that if a payment order, or any cancellation or authorization relating thereto, but for the applicability of the Electronic Fund Transfer Act of 1978, constitutes a portion of a funds transfer as defined in UCC 4A, all actions and disputes concerning such payment order, cancellation or authorization shall be determined pursuant to UCC 4A and these Account Terms to the full extent permitted by law. If an outgoing payment order in a foreign currency cannot be completed, the exchange rate that will apply to any refund due you will be the exchange rate in effect at the time on the day the refund is made. Additional fees may be deducted from a payment order amount by other banks involved in the funds transfer process.

We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary's bank. At your request, we may request that the beneficiary's bank return funds previously transferred. However, you acknowledge that the beneficiary's bank is under no obligation to comply with this request.

Other electronic transactions against your Account, whether or not initiated or authorized by you will be governed by the specific Agreement between us related to such transactions and/or all applicable rules and regulations governing such transactions, including without limitation, the rules of the National Automated Clearing House Association ("NACHA") as may be amended from time to time.

Under NACHA rules we cannot return an unauthorized electronic transaction (ACH debit) unless you notify us no later than 5:00 p.m. Central Time on the business day following the settlement date of the transaction. Otherwise, your sole recourse is to the originator of the transaction.

Your Account is also subject to transfer limitations. The transfer limit depends on the EFT type. If a Card is made available to you, it is subject to a purchase and withdrawal limit of \$[X] per day. The Card may be further limited based on fraud risk and security of the Account. All EFTs are subject to limits. Such EFT limits include limits on ATM withdrawals, cash advances and PIN or signature-based purchases. ACH Transfers to external accounts are also subject to limits on the dollar amount of electronic transfers between your Account and external accounts at other financial institutions, including Linked Accounts. All limits described here are designed to be flexible in order to protect the security and integrity of the service and accounts, including the Account, as well as you and all other users of the service. These limitations may be based on confidential fraud and risk criteria that are essential to our management of risk and the protection of you and the integrity of the service and all Accounts and may be modified at our sole discretion without advance notice.

### VIII. Deposit Availability.

When a deposit is made to your Account, the funds may not be available immediately. This Section VIII (Deposit Availability Disclosure) describes when funds will be made available to you.

A. Delays. We may delay the availability of funds from certain types of deposits to your Account. There are exceptions that may apply in certain circumstances (e.g., if you have overdrawn your Account repeatedly in the last six months or there is an emergency). During the delay, you may not withdraw funds and may not use the funds. Interest will be paid on deposits we receive, even if the funds are not yet available for withdrawal. We will notify you if we delay the availability of your funds, and we will tell you when you can expect your funds to be available.

B. Day of Deposits. Any transaction that you conduct on Saturday, Sunday, a federal holiday, or other days on which we are closed will be handled the following business day. If we receive a deposit before 4:00 PM MT on a business day, we will consider that business day to be the day of your deposit. However, if we receive a deposit after 4:00 PM MT or on a non-business day, we will consider the deposit as having been made the next business day.



C. Special Rules for New Accounts. If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and, if made available, the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's,

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and federal, state and local government checks will be available on the same business day we receive your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our associates, the first \$5,000 may not be available until the second business day after the day of your deposit. Funds from all other check deposits may not be available until the second business day after the day of your deposit.

D. Availability of ACH Transfer and EFT Deposits. Funds from wire deposits are available on the business day we receive the deposit. Funds from ACH Transfers or EFTs that you initiate through another bank will generally be available on the next business day after the day the ACH Transfer is deemed to be received by us. An ACH Transfer or EFT debit to a Linked Account or any other external account that we originate on your behalf will generally be made available on the third business day after the date the ACH Transfer or EFT is deemed to be received by us. Once they are available, you can use the funds for EFTs and ACH Transfers. Even after we have made funds available to you and you have withdrawn the funds, you remain responsible if any deposit to your Account is returned, rejected, or otherwise uncollected by Bank.

