

Brex Cash

Early Access Terms and Conditions

Last updated March 4, 2020. If you became a Brex Cash customer before this date, please contact Customer Experience for the previous version of our Early Access Terms and Conditions.

Brex Cash is offered by Brex Treasury LLC, member FINRA/SIPC (“**we**” or “**us**”). “**Company**” or “**you**” means the company that is applying for or is receiving access to Brex Cash as part of the Brex Cash Early Access Program subject to these Terms and Conditions (“**Terms**”), and may, as applicable, also include the Administrator that is opening the account on behalf of Company. You consent to receive all notices and information from us electronically, including required disclosures, account statements, and tax forms. You represent that you are authorized to open a Brex Cash account (“**Account**”) and to bind Company to these Terms.

We reserve the right to change or supplement these Terms at any time. By continuing to use Brex Cash and the related payment services offered by Brex Cash and our partners, you agree to be governed by these Terms as amended.

1. Opening an Account

When we approve your application, we will open an Account for you and act as your broker to purchase and sell money market fund securities to satisfy deposits or complete payment instructions related to your Account. You appoint us to act as your broker for this purpose. You understand that we are not a registered investment advisor and it is your responsibility to evaluate whether the investments offered through Brex Treasury LLC are suitable for your investment goals and objectives. We may deny your application to open an Account or may decline to offer certain services referenced in these Terms for any reason and in our sole discretion. In determining whether to open an Account for Company, you agree that we may review information available to us about you, Company, other Account users, or beneficial owners of Company from multiple sources, including information provided to us by our affiliates and service providers. You agree that you have legal title to all funds you or others place in your Account, and that you do not intend to, and will not, use any funds in your Account for personal, family, or household use. **You may not deposit any funds in your Account that are subject to the Employee Retirement Income Security Act of 1974 (ERISA). If you provide financial services to others, or are registered with FINRA or the SEC or their foreign equivalents in any capacity, please contact us prior to opening an Account to confirm whether you are eligible for Brex Cash.**

Brex Cash is a cash management program. Funds you deposit with us will be swept to a money market mutual fund. Please contact us for a list of current fund partners and a copy of the applicable fund prospectus.

You acknowledge that many types of traditional brokerage products will not be available in your Account and you are not entitled to request such products or services from Brex Treasury LLC. Except for the money market fund to which we will sweep your deposits, as described below and in the Brex Cash Program Disclosures, you may not use your Account to purchase securities of any kind.

2. Money Market Mutual Fund Disclosures

Brex Cash provides you the opportunity to earn a return on your cash reserves by automatically “sweeping” uninvested cash balances into one or more money market mutual funds. Money market mutual funds typically invest in highly liquid and low-risk securities. If you are interested in a long-term investment option for your cash balances, please consider options that may be better suited for that purpose. We do not charge transaction fees on purchases or redemptions of shares of these money market funds because we receive remuneration directly from the money market fund or its manager or affiliates for the cash distributions and other services that we provide to the money market mutual fund.

The **Brex Cash Program Disclosures**, available at <https://brex.com/legal/brex-cash/mmf-sweep-disclosures>, describe the mechanics of the Brex Cash money market fund sweep program and containing other important disclosures, including information relating to SIPC coverage. In addition, you will receive a prospectus for the applicable money market mutual funds prior to, or at the same time as, we sweep your cash balances to a money market mutual fund. Please read the disclosures and prospectus carefully and contact us if you have any questions.

By adding money to your Account, you consent to these Terms and the Brex Cash Program Disclosures and agree that you have reviewed the investment prospectus. Subject to applicable law and regulation, Brex Cash may use any free credit balance that has not been swept to the applicable money market mutual fund in connection with its business.

Yields published by Brex Treasury and the applicable money market mutual fund are variable and may change at any time. To the extent that the yield reflects fee waivers, it may change if our mutual fund partners revoke the fee waivers, which may change at any time. You may obtain the current yield of your Account and a copy of your prospectus at any time by contacting us.

3. Relation to Platform Agreement

The terms of Sections 1, 3, and 4 of the Brex Platform Agreement (available at [brex.com/legal](https://www.brex.com/legal)) are incorporated in their entirety into these Terms, except to the extent that these Terms conflict with the terms of the Platform Agreement. In the event of a conflict between these Terms and the Platform Agreement, these Terms will apply. You agree that Brex Cash will be deemed to be a "Service" under the Brex Platform Agreement and that references to "Brex" or "Brex Inc." in the Platform Agreement will be deemed to refer to Brex Treasury LLC to the extent applicable.

Please note that the Brex Platform Agreement contains a pre-dispute arbitration clause in Section 3.8. Your use of Brex Cash is subject to the arbitration terms and conditions. The arbitration agreement will apply even if the application to open your Account is denied and will survive the termination of these Terms or the closing of your Account.

Section 3.8 of the Platform Agreement does not prohibit or restrict you from requesting arbitration of a dispute in the FINRA arbitration forum as specified in FINRA rules in respect of claims related to your account with Brex Treasury LLC. Please see Section 13 of these Terms for additional disclosures regarding FINRA arbitration.

4. Payment Services

Your use of Brex Cash to make and receive payments is subject to these Terms and may be subject to additional terms imposed by our financial institution partners and applicable payment networks. By using each payment service, you agree to the applicable payment terms, including those of our partner financial institutions and payment networks. Violation of these terms may result in the closure of your Account with us, or the suspension or termination of your Account's payment capabilities.

Your use of Brex Cash payment services is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the state of California. As such, payments you receive and payments you originate are provisional until final settlement of such payments through a Federal Reserve Bank, or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your Account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit your account by wire or ACH, we are not required to give you any notice of the payment order or credit.

You will have the ability to send and receive certain payments through your Account, subject to these Terms. We will process payments orders we receive outside the applicable funds transfer windows available to us through our financial institution partners on the following business day. Account deposits, withdrawals, or payments requiring a purchase or liquidation of money market mutual fund shares may require additional processing time.

Additional rules apply to certain payment types. In addition, all payments made and received through Brex Cash in whatever form are subject to U.S. state and federal financial services rules and regulations applicable to us and our partners, including rules regarding financial crime, terrorist financing, and fraud. We may reject payment orders or delay an order to confirm authorization or to confirm that the order does not violate applicable law or regulation.

If your payment requires us to convert one type of currency to another, we will exchange your funds at the current exchange rate in accordance with our standard procedures. You accept the risk of fluctuations in currency and exchange rates and acknowledge that we will not be responsible for losses resulting from such currency fluctuations.

You agree to fund all payment orders authorized by you in your Account, and You acknowledge that we are entitled to rely on the information, representations, and warranties that you or your an Administrator provide to us in connection with payment services, and we are not responsible for the accuracy, completeness, or authenticity of such information. You agree that if you describe any beneficiary or financial institution by name and Account or identifying number, we and other financial institutions may process the payment order based solely on that number, even if it identifies a different person or entity than you intend. If you provide an incorrect Account number, you could lose the amount transferred. We assume no responsibility to detect errors in your instructions and you should not expect that we will do so. You acknowledge that you could lose money, up to the entire value of your Account, through an unauthorized electronic funds transfer. You must notify us immediately if you suspect that an unauthorized electronic funds transfer has occurred or that the Account credentials of any Administrator may have been compromised, or if unauthorized access to your Account has occurred.

You agree to hold harmless, indemnify, and defend us against any losses, claims, costs, expenses, or damages arising out of any action taken or omitted by us in connection with these Terms or your payment orders or other instructions.

4.1 ACH Transfers

We will accept payments on your behalf to your Account transmitted through the Automated Clearing House (“ACH”) network, which are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments will be construed in accordance with, and governed by, laws of the state of California as provided by the operating rules of the National Automated Clearing House Association (“NACHA”), which are applicable to ACH transactions involving your Accounts. If you submit credit or debit instructions over the ACH network, you are required to comply with the NACHA rules available at <http://www.nacha.org/rules>, (“NACHA Rules”), which are incorporated by reference into these Terms. Failure to comply with the NACHA Rules, including disputes or unauthorized transactions arising from your use of the ACH network, may result in suspension or termination of your ability to make payments using the ACH network. You agree to obtain consent from any payment recipient or customer to initiate a credit or debit transaction to or from their Account over the ACH network. You agree to fulfill the obligations of an “Originator” for all “Entries” we submit on your behalf (as such terms are defined in the NACHA Rules). We are obligated to provide our financial services partner (or “ODFI” as such term is defined in the NACHA Rules) with all information reasonably necessary to identify you for which the ODFI transmits Entries, and you authorize us to provide such information to them. You also acknowledge that our ODFI is a third-party beneficiary with regard to these ACH terms. We reserve the right to change the procedures by which you make debits and credits from time to time as we deem reasonable or necessary to provide the ACH services to you, or to conform with changes in NACHA Rules, ODFI requirements or other events beyond our control that affect the manner in which we provide the ACH payment services to you.

Under NACHA Rules, funds transfers sent through the ACH system are provisional and may be revoked for a period of time. If an ACH transfer is revoked and we do not receive final settlement, we may charge your Account for any amount that was previously credited. You acknowledge that we and our ODFI have the right to review the volume and character of the Entries you initiate, and your business operations to evaluate the credit risk associated with processing Entries on your behalf. We also have the right to reject any Entry if we have attempted but are unable to verify the authenticity of the Entry data, if you have failed to comply with your payment obligations or Account balance obligations, if you have failed to satisfy any of your obligations under these Terms or under the Platform Agreement. We will notify you of a rejection no later than the second business day after the Entry would otherwise have been transmitted by us, but we will have no liability to you by reason of the rejection of any Entry or the fact that such notice is not given at an earlier time. If an Entry (or a request for cancellation or amendment of an Entry) received by us purports to have been transmitted or authorized by you, it will be deemed effective as your Entry and you will be obligated to pay us the amount of such Entry even though the Entry was not authorized by you, provided we accepted the Entry in good faith and acted in compliance with the security procedures with respect to such Entry. If an Entry received by us was transmitted or authorized by you, you will be obligated to pay the amount of the Entry, whether or not we complied with the security procedure and whether or not that Entry was erroneous in any respect or that error would have been detected if we had complied with such procedure.

You must at all times maintain a balance of available funds in your Account sufficient to cover your ACH Entries. In the event of insufficient funds, we may set off with respect to, the securities, cash, or other property that are, now or in the future, carried or held in or through your Account or are otherwise in our possession or control against any amounts we owe to you in order to obtain payment from you. You must pay us in immediately available funds for the amount of any rejected Entries and for the amount of any returned debit Entries, or any adjustment Entries accepted by us, which we have previously credited to your Account. Such amounts will be immediately due and payable by you to us. Your obligation to pay us remains immediately due and payable whether or not the rejected, returned or adjustment Entry was processed in accordance with any requirement of the NACHA Rules applicable to any party other than us and notwithstanding whether we or you may have a claim against another ACH participant for breach of the NACHA rules or other applicable law. You agree that we need not send a separate notice of debit Entries which are returned unpaid. You agree that we may hold any or all funds in an Account if we reasonably determine that there are inconsistent instructions regarding an Entry or regarding settlement or claims on the Account (including, without limitation, any claim by a judgment creditor, levy or other legal process, or proceeding in bankruptcy). We may interplead any or all funds, freeze or hold funds, prevent withdrawals or transfers, or otherwise act to prevent or reduce loss or risk to us, and (in addition to any other remedy we may have) you will reimburse us for any costs associated with the same.

Without limiting the “Limitation on Liability” provisions elsewhere in these Terms and the terms of the Platform Agreement, you agree that (a) we will be excused from failing to transmit or delay in transmitting an Entry if such transmittal would violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. or foreign governmental regulatory authority, and (b) we will not be responsible for the acts or omissions of any Federal Reserve Bank or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (as such terms are defined in the NACHA Rules), or for any return of an Entry by such Receiver or Receiving Depository Financial Institutions, none of whom shall be deemed our agent for this purpose. You will reimburse us for any fines or penalties (and any associated costs, including reasonable attorneys’ fees and costs) imposed on, or assessed against, us by NACHA, any Federal Reserve Bank, any ACH Operator) as such term is defined in the NACHA Rules), any state or federal regulatory agency or other U.S. or foreign governmental body, or any clearinghouse or other third party having oversight or rulemaking authority over ACH transactions, when the fine, penalty or other expense is caused by, or related to, your Entries or your use of the ACH services. Such amounts shall be immediately due and payable by you to us. Your obligation to pay us remains immediately due and payable whether or not the fine or penalty was imposed or assessed in accordance with any requirement of the NACHA Rules or any

laws applicable to any party other than us and notwithstanding either of us may have a claim against another ACH participant for breach of the NACHA Rules or other applicable law.

4.2 Wire Transfers

By initiating a wire transfer or entering a standing wire transfer instruction through the Brex Cash dashboard, you authorize us to wire funds from your Account according to your instructions. If there is more than one Administrator for your Account, you agree that we may accept and rely on wire transfer requests from any Administrator, and that we will not be liable for acting upon instructions that we believe in good faith to be genuine. We may request additional information from you to verify wire transfers or other transactions initiated through your account. We may refuse to act upon any instruction that we cannot verify as accurate and authorized by you, or by an Administrator, in accordance with such security procedures as we may impose from time to time. You agree to be bound by any wire transfer instruction, whether or not authorized, that is issued in your name and accepted by us.

You cannot amend or cancel a wire transfer order after we receive it. In certain circumstances, we may take reasonable measures to amend or cancel the wire transfer order on your request, but we will not be liable to you if the wire transfer order is not amended or cancelled. You will reimburse us for any costs, losses, claims, or damages arising from any request from you to amend or cancel a payment order.

Funds transfers, and deposits to your account sufficient to fund the wire transfer must be cleared and the funds must be available on the date of the proposed transfer or your wire may be delayed. In addition, wire transfers initiated by you after the transfer window available to us through our financial institution partners will be queued and processed on the following business day. Wire transfers within the U.S. are generally received by the destination bank on the same day the wire is initiated. However, we cannot guarantee that the destination bank will post the wired funds for same-day credit. We may be unable to send wire transfers to some countries. Please confirm that the country of your payment recipient is a supported destination prior to placing a wire transfer order.

You will receive a monthly or quarterly statement showing activity in your Account. You must notify us in writing, as promptly as possible but within no later than 10 days if you believe any information shown on your Account statement is unauthorized or incorrect.

4.3. Checks.

To determine the authenticity of signatures and whether a check or instructions are authorized, we may refer to the signatures you provide to us when you apply for an Account, or the signatures on a check or other document containing signatures of an Administrator. We may pay checks or follow other instructions if we reasonably believe that you have authorized the checks or instructions. You agree to safeguard your blank and canceled checks, and to take reasonable steps to prevent their unauthorized use. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your Account and transfer the balance to a new Account. If we do, all checks written by you but not yet paid may be returned to payees. You will be responsible for issuing any replacement checks. We will automatically process or convert checks into electronic images during the check collection and return process, but we will not be responsible for any indirect, special, or consequential damages under any circumstances for our inability to provide you copies of checks. Our liability, if any, will not exceed the face amount of the check in question. You agree to provide us with reasonable proof of any loss. We are not obligated to, but may at our option, pay a check, other than a certified check, presented to us for payment more than 6 months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check. If you choose to have your checks printed by another vendor and you use check stock or features that make it difficult for us to process the check, then we may not be able to negotiate the check on your behalf, and you bear any risk of loss.

4.4. Remote Check Deposit.

These terms apply to checks you deposit using the Brex Cash app or mobile interface. Checks you submit to us for deposit must be endorsed by you, and must accurately and legibly provide all the information on the front and back of the check. When we accept a check image from you via the app, we do not guarantee that the image contains no errors, and we are not responsible for the content of the image or any of the information you transmit to us with through the Brex Cash app. We may process the deposit by preparing a substitute check or by clearing the item as an image. We reserve the right to accept or reject any check you submit to us, and we do not guarantee that the check will be deposited to your Account.

Any amounts we credit to your Account using remote deposit is a provisional credit only, and you are liable to us for recovery of any amount credited to you in the event of non-payment, collection costs, attorney's fees, and any other losses, expenses, or other costs we incur that result from attempting to obtain payment on unpaid checks you deposit remotely. We are also not responsible for any late fees, overdraft fees, or any other costs if your check is rejected or if it fails to clear after we receive it. We will notify you if your check fails to clear, and we will debit your Account in the amount of any provisional credit to your Account. Funds associated with remote deposit will be available to you in accordance with the terms of Section 5. You are responsible for safeguarding both your mobile device against unauthorized deposits and the original copies of checks you submit for deposit, and you will notify us immediately of any lost or stolen original checks. We cannot guarantee that the remote deposit service will be available for use.

5. Funds Availability; Float Disclosure

Funds transferred into your Account may not be immediately available for withdrawal, and we may hold such funds in compliance with U.S. state or federal laws or regulations, our risk management procedures, or those of our financial institution partners or payment networks. Please contact us if you believe we are holding your funds in error. When you attempt to transfer assets from another financial institution, we are not required to accept or honor any payment orders or to purchase securities through the cash sweep features of your Account until the funds have been deposited in your Account.

If we receive a deposit or transfer on a day that is not a business day, we may not credit your Account until the next business day. For information on the status of any deposit or transfer, please contact us.

You agree that we may retain as compensation for the Brex Cash services your proportionate share of interest earned on aggregate cash balances held by us on behalf of our customers pending investment through the money market fund sweep feature of your Account, or pending distribution from your Account.

Checks deposited using the Brex Cash app are not subject to the funds availability requirements of Regulation CC. Checks deposited through the Brex Cash app will generally be available on the first business day after the deposit date, but we may place an extended hold on your deposited funds in our sole discretion. 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.

6. Privacy Policy

Collection, use, and handling of Personal Data on connection with the Brex Cash service is as described in the Privacy Policy available at www.brex.com/privacy. References to Brex Inc. in the Privacy Policy will be deemed to refer to Brex Treasury LLC. Please review the Privacy Policy and contact us if you have any questions.

7. Pre-release Product

Brex Cash is a pre-release product and may contain features or functionality that are incomplete or subject to substantial change or discontinuation. It is being provided to you AS IS and without warranty. We may use any feedback, suggestions, ideas, or enhancement requests that you submit to us ("**Feedback**") about Brex Cash freely and without restriction. Except where specifically notified by us, we will not compensate or credit you for Feedback you provide to us.

8. Prohibited Activities

Use of Brex Cash is subject to the Brex Prohibited Activities List, which is available online at brex.com/legal/prohibited_activities/. References to "Brex" or "Brex Inc." in those agreements will be deemed to include Brex Treasury LLC to the extent applicable. We may refuse to maintain an Account for you, or may close your Account, if required by law or regulation or in our sole discretion. Additional restrictions may apply to your use of Brex Cash, including additional screening or restrictions on the creation or use of your Account if Company or any beneficial owner of Company is a publicly traded company or foreign or domestic broker-dealer, or is an officer, director, or 10% shareholder of a publicly traded company. Please inform us prior to completing your application for an Account if you are (or if you are an affiliate of) a financial institution or registered in any capacity with FINRA, the SEC, or a foreign equivalent. Failure to do so is a violation of our terms and may result in immediate closure of your Account.

If we or our financial institution partners cannot confirm the legality of any transaction or believe that your use of Brex Cash violates these Terms or the Prohibited Activities List, we may take such steps as we believe necessary, including but not limited to refusing the transaction, freezing the amounts in question, or suspending or closing your Account. We will not be liable any damages whatsoever arising from actions we take in good faith to confirm the legality of any such transaction, including delays in payments or restrictions we may temporarily or permanently impose on your Account.

You acknowledge that these Terms and your use of the Account are subject to U.S. law, including economic sanctions and embargo laws. You represent and warrant that you are not, are not employed by, owned or controlled by (in whole or in part, directly or indirectly) or acting as agent of, any person designated by OFAC as a Specially Designated National or blocked person, or who you have reason to believe may be a Specially Designated National or blocked person. You further represent that you are not employed by, owned or controlled by (in whole or in part, directly or indirectly), or acting as agent of any government or government-controlled entity, except as you have disclosed in writing to Brex Treasury LLC.

9. Fees

Currently, we do not charge monthly Account fees or transaction fees. We may in the future impose such fees. If we do impose Account or transaction fees, we will notify you at least 30 days in advance. Money market mutual funds to which we sweep your Account deposits may charge fees, which will be deducted from the yield you earn. In addition, we may from time to time enter into fee agreements with money market mutual funds or the managers of such funds. Please see the Brex Cash Program Disclosures and the applicable fund prospectus for information on the expense ratios of your investments and fees or reimbursements we may receive from the money market funds in the Brex Cash program or contact us for more information.

10. Payment or Security for Amounts Due; Liens; Setoff

In the course of providing Brex Cash payment functionality, we may, but are not required to, advance funds to you to satisfy payment orders that exceed the amount of funds available in your Account. In addition, if we, our financial services partners, or our affiliates incur any obligations or indebtedness in connection with any transaction executed for your Account for any reason, such obligations or indebtedness will be deemed to be incurred by you. You agree that you will promptly repay any amounts due to us arising from your use of Brex Cash. You further agree that we may debit your Account to satisfy these obligations. To satisfy your obligation to us (if any), you agree that you will execute any documentation that we request to transfer funds to us or otherwise satisfy amounts owed to us.

As security for the repayment of present or future indebtedness owed to us, you grant us a continuing security interest in, and lien on, and a right of setoff with respect to, the securities, cash, or other property that are, now or in the future, carried or held in or through your Account or are otherwise in the possession or control of Brex Treasury LLC (“**collateral**”). If you owe money to Brex Treasury LLC as a result of activity in your Account, and there are assets available in your Account that may fully or partially satisfy your obligation to us, you agree that we may elect to, with or without notice, make your debit balance immediately due and payable.

In addition, you agree that Brex Treasury LLC and its affiliates act as agents for each other in respect of the securities, cash, and other property and rights in the collateral. You agree that Brex Treasury LLC and its affiliates may act on each other's orders or instructions as to the collateral without your further consent, including all notifications directing us to transfer or redeem any collateral. We may rehypothecate any securities or property held or carried through your Account or in our possession or control.

You authorize us to take any action necessary to perfect or maintain the perfection of a security interest held by us. You agree to pay any fees and costs associated with the perfection or maintenance of such security interests or the satisfaction of amounts owed. You agree that if you breach or default on any of your obligations to us under these Terms or any other agreement with us, or if you become subject to any bankruptcy or insolvency, or any similar condition or proceeding, or if our security interest ceases to be a first perfected security interest, or if we in our discretion deem it otherwise necessary or advisable, we may liquidate, sell, pledge, transfer, or otherwise dispose of any collateral in your Brex Cash Account or apply amounts on deposit to set off and discharge obligations that you may have to us.

You will remain liable for any negative balance in your Account and for any other amounts owed to Brex Treasury LLC and agree to indemnify and promptly reimburse us for any loss or expense incurred, including without limitation losses or expenses incurred in enforcing any lien or other remedies available to us. We may report past due amounts to a credit reporting agency or refer your Account to a collection agency.

11. Closing your Account

Please contact us if you wish to close your Account. When your Account is closed, we will sell the securities in your Account, reverse any deposits, and return the remaining balance to you. Please note that you will continue to be liable to us for any obligations incurred while the Account was open or that you incur during or after the Account closing process.

We may close your Account at any time, including if we believe, in our discretion, that your use of Brex Cash violates these Terms or applicable state or federal law, or is being used to facilitate activities prohibited by the Brex Prohibited Activities List.

We may decline to close your Account if your Account has a negative balance, is subject to a hold, lien or other restriction, or if we believe that the Account is being closed to evade any legal or regulatory requirement or investigation.

Assets in your Account are subject to state and federal laws on abandoned and unpaid property. If your Account is deemed abandoned pursuant to applicable statutes, we will turn over the assets in your Account to the appropriate authorities after making a reasonable effort to contact you. Once this process is complete, we will have no further obligation to you.

To the extent permitted by law, we will deduct from your Account any reasonable expenses we incur while attempting to contact you or other costs we may incur in the process of closing your Account.

12. Limitation of liability

You acknowledge and agree that your ability to use Brex Cash may be delayed or disrupted due to circumstances beyond our reasonable control, including the failure or disruption of electronic systems maintained by us or third parties. In no event will we or our financial institution partners, our or their affiliates, employees, officers, or agents be liable for any claim arising from or related to such losses you may incur due to any such delay or disruption.

We will not be responsible for any special, indirect, or consequential damages, even if we have been informed of the possibility of such damages. This includes but is not limited to loss of profits or revenue, except to the extent required by law. This provision applies in addition to any other limitations of liability and disclaimers of warranties set forth in these Terms or in the Platform Agreement.

13. FINRA Arbitration; Dispute Resolution in General

As an alternative to the dispute resolution provisions set forth in Section 3.8 of the Platform Agreement, you may elect to arbitrate in the FINRA arbitration forum. **We are required to inform you that this agreement contains a predispute arbitration clause. By signing an arbitration agreement, you and we agree as follows:**

- (i) You and we are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (ii) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (iii) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (iv) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- (v) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
- (vi) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (vii) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.
- (viii) You agree that all controversies that may arise between us shall be determined by arbitration. Such controversies include, but are not limited to, those involving any transaction in any of your accounts with us, or the construction, performance or breach of any agreement between us, whether entered into or occurring prior, on or subsequent to the date you agreed to these Terms.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (x) the class certification is denied; or (y) the class is decertified; or (z) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

14. Information about Brex Treasury LLC and Account Holdings

Brex Treasury LLC is a member of the Financial Industry Regulatory Authority (FINRA) and of the Securities Investor Protection Corporation (SIPC). More information on FINRA is available at www.finra.org. More information on SIPC is available at www.sipc.org. Please see the Brex Cash Program Disclosures for more information regarding SIPC coverage. You may research the background of Brex Treasury LLC on FINRA's BrokerCheck database at <https://brokercheck.finra.org>.

Your use of Brex Cash is subject to the rules and bylaws of FINRA and SIPC, as well as the rules set forth by NACHA, our contractual arrangements with our financial services providers, and state and federal laws and regulations applicable to you and to us.

You can access additional information about Brex Treasury LLC, including our business continuity disclosures, on our website or by contacting us at 1 (833) 228-2044 or support@brex.com. You may also contact us at any time to receive information regarding your Account holdings, including regulatory filings for investments in your Account or other disclosures required by applicable law or regulation.