

EVOLVE BANK & TRUST CUSTOMER ACCOUNT AGREEMENT

I. INTRODUCTION.

This document, as amended or supplemented by the attached disclosures (collectively, this “Agreement”), 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 this Agreement, the term “Account” may also collectively include Sub-Deposit Accounts of such Account.

References to the “Bank,” “we,” “us,” or “our” means Evolve Bank & Trust, our successors, affiliates, and assignees. References to “you” and “your” means you and any person that holds, whether individually, jointly or on behalf of another person, the Account. This Agreement may be supplemented or amended as set forth in Section VI (D) (Changes in Terms). Bank services and access and use of your Account may be provided to you through the website of our service provider, Involute, Inc. d.b.a. Xuno, at <https://xuno.co> (the “Service Provider,” and its website and smart phone application, the “Service Provider Platform”). The Service Provider or its affiliates 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”), and such Services are not governed by this Agreement and not offered by Bank. 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 this Agreement, 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 this Agreement.

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.

THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND A WAIVER OF CLASS ACTION AND JURY PROVISION. PLEASE CAREFULLY READ SECTION V (ARBITRATION AND WAIVERS).

II. THE ACCOUNT.

A. **Availability.** The Account is available to United States citizens or lawful permanent residents with a U.S. physical address or with military addresses (APO or FPO) who are at least 18 years old with a valid Social Security Number or Tax Identification Number. To open an Account, you must provide any information we may request from time to time. Each owner of an Account 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.

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 in accordance with Section VI (O) (Electronic Communications and Electronic Signatures; Electronic Storage of Data and Records).

B. **Account Type and Ownership.** The Account is a transaction account that allows you to make certain purchases and payments and transfers to third parties. 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 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. 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.

C. **Opening an Account.** To open an Account, you must submit to us an application and all information that we may require. To help the government fight the funding of terrorism and money laundering activities, Federal law requires us to obtain, verify and record information that identifies each person who opens an Account. This means that when you open an Account, we will ask for your name, address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see other identifying documents, such as a driver’s license, taxpayer identification number; passport number and country of issuance; alien identification card number; or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard. If, for any reason, you are unable to provide the information necessary to verify your identity, the Account may be blocked or closed, which may result in additional fees assessed to the Account.

By opening an Account, you agree that we can gather your personal information from one or more consumer reporting agencies, governmental entities and/or other third parties, including, but not limited to, the Service Provider. 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.

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By applying for an Account, you certify that all information you have provided to us, including, but not limited to, your name, mailing address and residential address (if different), social security number (or passport number and country of issuance) or other identification documentation, date of birth, telephone number and other information provided at our request, is true, accurate and complete. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Account. In addition, funds tied to suspected illicit or illegal activity may be subject to internal holds and investigation and potentially federal investigation. We reserve the right to restrict or delay your access to any such funds, subject to applicable law. We may share any of the information collected and any results of any investigation with the Service Provider. Please see our Privacy Policy for additional details and accessible by visiting <https://www.getevolved.com/privacy-policy/> (“Privacy Policy”).

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. This is the minimum balance required to be held in account at all times. If you fail to fund your Account within sixty (60) days of Account opening or fail to maintain a positive balance in your Account for sixty (60) days, we may close your Account.

D. Service Providers. You understand that we have engaged the Service Provider to perform a number of services for you under this Agreement, including, but not limited to, identity verification, compliance monitoring, risk mitigation, managing your Account and other services we may require. The Service Provider, along with its partners and agents, is the servicer of your Account. In that capacity, Service Provider may act on our behalf, perform our obligations and/or enforce our rights under this Agreement. You agree that you may only access the Account through the Service Provider. You may provide us with payment instructions and view certain Account information by using the Service Provider Platform.

Separate and apart from its role as our servicer, the Service Provider may also offer Services to you. We are neither responsible for the provisioning of such Services nor do we make any recommendations, representations, warranties or suggestions regarding such Services or Service Provider Platform. To the fullest extent permitted by law, we will not have any liability in connection with the Services and disclaim all warranties, either express, 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 Service Provider Platform. Subject to applicable law, in no event shall we be liable for any losses or damages related to your use of Services or Service Provider Platform.

III. USING YOUR ACCOUNT

A. 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.; and (3) you are individually or jointly the owner of the Linked 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”) from the Linked Account. You may withdraw funds from your Account by using the Service Provider Platform to initiate an ACH Transfer from your Account and depositing such funds into your Linked Account. The external account that you are depositing funds into or withdrawing funds from must be at an external bank located in the U.S. 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 CST 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 CST on a business day or on a non-business day, shall be considered received the next business day.

B. 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.

C. 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.

i. We do not accept deposits by mail, cash, paper check or foreign currency deposits. We are not liable for wire transfers that you may attempt into your Account or deposits of any kind that you mail to us, including if it is lost in transit, lost in the mail, or otherwise not received by us. If you attempt to make a deposit through a prohibited means, the transaction will be rejected. If you mail us a cash

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deposit, we will send the cash back to you. We may but are not obligated to accept checks. If you mail a paper check to us, including personal checks, money orders or cashier's checks, we may either apply the check to any negative balance you may have on your Account or send the check back to you. We do not accept any deposits in foreign currency. Any deposits received in foreign currency, whether in the form of cash or check, will be sent back to you. We will send all items back to the address we have for you on file and we are not liable if you do not receive the return mail or cash or items.

ii. Subject to the limitations set forth herein, 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.

D. Withdrawals. Except as provided herein and subject to Exhibit 2 (Transaction Limits) and Section VIII (B) (Transfer Limitations), 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. 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.

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 may reject and/or return the transaction without notice to you and may consider such action to be a violation by you of this Agreement.

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.

All withdrawals are subject to limitations set forth in Exhibit 2 (Transaction Limits) and VIII (B) (Transfer Limitations).

IV. ACCOUNT DISCLOSURES

A. Payment Instructions. 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, subject to applicable law. 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, subject to applicable law. 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, subject to applicable law. 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 +1 866-356-1201 or notifying us through the Service Provider Platform.

We may refuse to follow any of your payment instructions if we think they are illegal or potentially harmful to us or any other person. 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.

B. Posting Order of Credits and Debits.

i. **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, authorizations and holds related to withdrawals and EFTs (as defined below). Debits include withdrawals, transfers, payments from your Account, transactions and fees.

We use automated systems to process transactions and then to post transactions to your Account. When we process multiple

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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, subject to applicable law. We generally post common transactions as set forth herein. 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 and settled 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. We then subtract from your balance any other types of electronic debits in order from the highest to lowest dollar amount. These debits generally include 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. The first category of debits to be applied against your balance are certain ATM transactions (e.g., transactions and ATM withdrawals and transfers) and associated fees. The debits within this category are subtracted from your balance in date and time order our systems receive date and time information.

ii. **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.

iii. **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.

iv. **Overdraft Fees.** We do not permit you to overdraw your Account and we do not charge you insufficient funds fees or overdraft fees. If the available balance in your Account is not sufficient to cover any transaction you have authorized, we can refuse to process the transaction. You must make a deposit immediately to cover any negative balance. If your Account has a negative balance for sixty (60) calendar days or more, we may close your Account. However, there may be instances where your Account can still become overdrawn. For example, if a deposit is returned or if a merchant settles a transaction for an amount greater than what was authorized.

v. **Certain Transactions Made After Business Day Ends.** During processing, we may 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 IX (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 ATM(s) and any credit-push ACH Transfers or EFTs.

C. 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 FDIC-insured bank, and per ownership category (the “Standard Insurance Amount” or “SIA”), and, with respect to Sub-Deposit Accounts, please see Section F (iii) (d) (FDIC Deposit Insurance) and Section F (vii) (Information about the FDIC). For purposes of determining the SIA applicable to your Account at Bank, you need to consider all accounts that you also hold at the Bank. To determine SIA applicable to your Account maintained at Bank and for any other FDIC insurance requirements that may apply, please visit the FDIC’s website at 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. For insurance coverage on Sub-Deposit Account(s), please refer to Section F (iii) (d) (FDIC Deposit Insurance) and Section F (vii) (Information about the FDIC).

D. Legal Processes and Claims Against you or your Account. If we receive a levy, attachment, execution, garnishment, tax withholding order, restraining order, subpoena, warrant, injunction, government agency request for information, search warrant, forfeiture or other similar order (“Legal Process”) against you, any party to your Account, or against your Account, we may accept and comply with such

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Legal Process whether it was served to us in person, by mail, by facsimile, by email, or at one of our locations (other than where your Account, property or records are held). You direct us not to contest the Legal Process; provided, however, we are under no obligation to contest any Legal Process. Subject to any law or government authority prohibiting such disclosure, we may, but are not required to send notice to you of the Legal Process. We may refuse to permit withdrawals or transfers from your Account until the Legal Process is dismissed or satisfied. We may hold and turn over funds or other property to the court or creditor as directed by the Legal Process, subject to our right of set-off and security interest in the funds or other property. You are responsible for any losses, costs, or expenses we incur as a result of any Legal Process involving you, any party to your Account or 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.

We may charge your Account a fee for each Legal Process or claim involving you, any party to your Account or your Account. You agree to pay us for fees and expenses (including administrative expenses) that we incur in responding to any Legal Process or claim related to your Account, such as expenses for research and copying of documents. The fees and expenses may include attorneys' fees. We may deduct these fees and expenses from your Account or any account you have with us without prior notice to you.

We may produce or provide access to property, including documents, that are located in or at any of our locations or facilities or at any facility of a third party holding such property or documentation on our behalf, even if the facility or location is not subject to being searched per the Legal Process.

We have no liability to you if we accept and comply with a Legal Process as provided in this section or by law.

E. Statements and Reproduction of Bank Records. We will deliver or make available to you periodic statements for your Account as required by law. You will receive a statement as long as you have a transaction on your Account during the Statement period, and if there were no transactions on your Account, we will provide you a statement at least quarterly. 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. You will receive an electronic statement (not paper), and you agree that the statement has been delivered or made available to you in a reasonable manner.

If you request us to research and/or reproduce any of your records (statements, checks, deposits, withdrawals, etc.) we may charge a fee, and you agree to pay this fee. If the expected fee is large, you may be asked to pay the fee in advance. We reserve the right to provide you with an imaged item in lieu of the original item.

F. Bank Deposit Custodial Program.

i. **Introduction.** By accepting the terms of this Agreement or holding a deposit account with us (including, but not limited to your Account), you agree to participate in the Bank deposit custodial program, as further described in this Section F (the "Program") and agree to be bound by the following terms and conditions ("Program Agreement"). The Program is offered by us in connection with your Account. If you have any questions about any provisions of this Program Agreement, please contact us at info@xuno.co.

Pursuant to the terms of this Program Agreement, you agree to appoint Bank, as agent for you and as custodian, to open and maintain with one or more insured depository institutions (each, a "Program Bank" and collectively, "Program Banks") a deposit account, transaction account, money marketing account, or omnibus custody account (individually and collectively, "Sub-Deposit Account") in the name of Bank (for your benefit), and to deposit your funds into Sub-Deposit Accounts at one or more Program Banks as set forth on a list provided to you ("Bank List"). You agree to open a custodial account at Bank ("Custodial Account"), which may be used to facilitate deposits to and withdrawals from the Sub-Deposit Account.

When you deposit funds with Bank under this Agreement, your funds will be deposited into your Account and may be deposited by Bank, as your agent and custodian, into Sub-Deposit Accounts at one or more Program Banks via your Account or Custodial Account. As your custodian, Bank will maintain records of your Sub-Deposit Accounts at each Program Bank.

Your funds at Bank and at each Program Bank identified as a "Priority Bank" on the Bank List are eligible for FDIC insurance coverage up to \$250,000 for each insurable capacity in which your Sub-Deposit Account is held (e.g., individual account, joint account, etc.) (the "Deposit Limit").

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Funds in your Account or Sub-Deposit Account may exceed the Deposit Limit in any Priority Bank. Amounts in excess of the Deposit Limit but not greater than the Program Insurance Eligibility Limit (as defined herein) will be deposited at one or more Priority Banks. Any amount in excess of the Program Insurance Eligibility Limit may not be covered by FDIC insurance; such amount may be deposited at a Priority Bank acting as an “Excess Bank” (as set forth on the Bank List) for such amount.

Any deposits (including certificates of deposit) that you maintain in the same insurable capacity directly with Bank, a Program Bank or through an intermediary (such as a broker), regardless of the number of accounts, will be aggregated with funds in your Account, Sub-Deposit Account, Custodial Account or a Program Bank for purposes of the Deposit Limit. You are responsible for monitoring the total amount of deposits that you have with Bank and each Program Bank in order to determine the extent of FDIC insurance coverage available to you.

The Sub-Deposit Accounts are solely the obligations of the Program Banks, and neither directly nor indirectly obligations of Bank nor Service Provider. Bank is agent and custodian for you with respect to Sub-Deposit Accounts and ownership will be evidenced by a book entry in records maintained by us. You will not have a direct relationship with the Program Banks. No evidence of ownership related to the Sub-Deposit Account will be issued to you, and you will not receive any written confirmation of the establishment of the Sub-Deposit Account or transfer of funds to or from the Sub-Deposit Account. All deposits and withdrawals will be made by Bank on your behalf, and all deposits to your Sub-Deposit Account and withdrawals from the Sub-Deposit Account necessary to satisfy any debits to or withdrawals from your Account will be made by Bank, as your agent. Information about your Sub-Deposit Accounts may be obtained from Service Provider or Bank, not the Program Banks.

All communications regarding the Program, including periodic statements and notices regarding changes to the Program, are the responsibility of Service Provider and Bank, not the Program Banks. If you have any questions regarding your Account or Sub-Deposit Accounts, please contact Service Provider at info@xuno.co.

The terms and conditions of the Program, and any feature of the Program, may be varied at Bank’s sole discretion. Bank, in its sole discretion, may make exceptions to the terms and conditions of the Program.

ii. Appointment of Bank as Your Agent and Custodian. You appoint Bank, and Bank agrees to be appointed, as your agent and custodian to hold in safekeeping all Sub-Deposit Accounts at Program Banks. You authorize Bank to execute and deliver or file on your behalf all appropriate receipts, agreements, releases and other instruments, including whatever agreements may be required to establish and maintain the Sub-Deposit Accounts or to establish your ownership interest in the Sub-Deposit Account. You appoint Bank to act as your agent with respect to establishing, maintaining and administering the Sub-Deposit Account, and you authorize us to take any action necessary to establish, maintain and administer the Sub-Deposit Account and to initiate transfers to and from your Sub-Deposit Account, Custodial Account and Account as we may determine in Bank’s sole discretion.

You agree that Bank, as your agent, may place any or all of your funds on deposit with Bank at one or more Program Banks in an amount determined in Bank’s sole discretion based on available capacity at the Program Bank or other criteria, including rates or fees paid on deposits by the Program Bank to Bank. Bank may place your funds without regard to whether such funds may exceed the Deposit Limit at one or more Program Banks, even if your funds could be placed in one or more Program Banks in an amount less than the Deposit Limit.

Bank may financially benefit if it places your funds into a Program Bank in excess of the Deposit Limit when that Program Bank pays a greater amount of fees to Bank than other Program Banks that could accept your deposits in amounts under the FDIC insurance limit. Please carefully read the section entitled “Waiver of Conflicts” below.

You authorize Bank to collect and retain all payments of income pertaining to the Sub-Deposit Accounts (if any) and to deliver or transfer the funds on deposit in the Sub-Deposit Accounts to another account with Bank, including your Account, to process any transactions or transfers from your Account. As your agent, you authorize Bank to determine the amount of funds to deposit in and withdraw from each Sub-Deposit Account.

You agree that Bank, in its sole discretion, may divide the funds deposited into your Account into one or more separate Sub-Deposit Account to be managed by Bank.

You agree that Bank may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process that Bank believes (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically or in writing. If Bank is not fully reimbursed for its record research, photocopying and handling costs by the party that served the process, Bank may charge such costs to your Sub-Deposit Account, in addition to any minimum fee Bank may charge for complying with legal processes.

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You agree that Bank may honor any legal process that is served personally, by mail, or by facsimile transmission at any of Bank's offices or an office of Bank's agent (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Account or records are maintained.

We may provide your name, tax identification number and other pertinent identifying information to Program Banks, and other parties providing services in connection with the placement of your funds and the establishing and holding of the Sub-Deposit Account.

You agree that we shall have no liability to you for any action taken or omitted by us hereunder in good faith.

You agree to indemnify us and our nominees against, and to hold us and our nominees harmless from, all expenses (including counsel fees), liabilities and claims arising out of the holding, delivery or transfer of the Sub-Deposit Accounts and compliance with any legal process that we believe (correctly or otherwise) to be valid.

iii. Operation of the Program.

a. **Accounts at Bank.** You agree to establish an Account and Custodial Account with us and that we may establish a Sub-Deposit Account on your behalf at Bank. Please read the section titled "Your Relationship with Bank and the Program Banks" below.

b. **Accounts at Program Banks.** As your agent, we will open one or more Sub-Deposit Accounts on your behalf at the Program Banks on the then-current Bank List and act as your custodian for the Sub-Deposit Accounts. At some Program Banks, we may open a money market deposit account ("MMDA") and a transaction account ("TA"); at other Program Banks, we may open a TA only. Each MMDA and TA are considered a Sub-Deposit Account. The Sub-Deposit Account may not be transferred to another institution, except by us or the Program Bank.

c. **Program Bank List.** The Bank List of available Program Banks into which your funds may be deposited is available on our website at <https://www.getevolved.com/openbanking/fdic-insured-sweep-program/> or by contacting us. The Bank List may include one or more Program Banks that constitute Excess Banks; we may deposit your funds at an Excess Bank without limit and without regard to Deposit Limit if funds sufficient to meet the Program Insurance Eligibility Limit have been placed at one or more Priority Banks. If all of your funds are withdrawn from a Program Bank, the next time your funds are available for deposit in a Program Bank, your funds may be deposited in a different Program Bank.

You may at any time, with reasonable advance notice to us at info@xuno.co, designate a Program Bank as ineligible to receive your funds. In addition, you may at any time instruct Bank to remove your funds from a Program Bank, close your Sub-Deposit Accounts with the Program Bank and designate the Program Bank as ineligible to receive future deposits. Any funds from a closed Sub-Deposit Account will be deposited into Sub-Deposit Accounts at another Program Bank set forth on the Bank List, as amended by you, or if no other Program Bank is eligible, the funds will be deposited into your Account. For example, if you maintain other accounts at a Program Bank on the list separate from the Program, you may wish to designate this Program Bank as ineligible to avoid the aggregation of funds in your account(s) held directly with funds deposited through the Program as the combination of funds may exceed the amount of available FDIC insurance coverage at that Program Bank. If you designate all Program Banks as ineligible, we will return funds to your Account and may, in our discretion and in accordance with law, close your Account and any Sub-Deposit Account opened specifically for you.

d. **FDIC Deposit Insurance.** We will place your funds at Priority Banks as your agent in a manner that enables up to \$250,000 of your deposits or such other greater amount as may be disclosed to you by us from time to time to be eligible for FDIC insurance through the Program (such amount, the "Program Insurance Eligibility Limit"). From time to time, we may increase the amount of available FDIC insurance through the Program, and you will be notified of such an increase. Any other deposits you have at the Priority Banks outside of the Program may reduce FDIC insurance coverage of your deposits through the Program. Moreover, if you have designated one or more Priority Banks as ineligible to receive your funds, the amount of FDIC insurance for which your funds are eligible may be limited. The depositing of your funds into the Sub-Deposit Account may not increase your FDIC deposit insurance coverage, and may in fact reduce insurance coverage depending on any other deposits you may maintain at a Program Bank.

e. **Changes to Bank List.** One or more of the Program Banks included on the Bank List may be replaced with a Program Bank not previously included on the Bank List or a Program Bank may be deleted from the Bank List. In addition, Program Banks designated as Priority Banks may be replaced with a Program Bank not previously designated as a Priority Bank or a Program Bank may be removed from the list of designated Priority Banks. We will notify you if the Bank List has changed in accordance with the section titled "Changes to the Program." Continued use of your Account and/or the Program after receipt of the initial Bank List or notice of subsequent changes to such list will constitute your consent to such list.

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An increase in the number of Priority Banks in the future may not increase the potential FDIC coverage available in the Program, and there can be no assurance that additional Priority Banks will be added or your FDIC insurance coverage will increase. A decrease in the number of Priority Banks in the future could decrease the potential FDIC coverage available in the Program.

You agree that deposits and withdrawals of your funds made after a change to the Bank List will occur as described below under “Deposit Procedures” and “Withdrawal Procedures,” respectively.

If a Program Bank at which you have funds in a Sub-Deposit Account(s) no longer makes the Sub-Deposit Account(s) available through the Program, we may move funds to another Program Bank on the Bank List on or about the day that the Program Bank leaves the Program or return funds to your Account.

f. **Deposit Procedures.** You agree that, as your agent, we may open one or more Sub-Deposit Accounts on your behalf at one or more of the Program Banks on the then current Bank List. If we open both an MMDA and a TA at a Program Bank, all deposits will be made into your MMDA and/or TA, subject to six (6) monthly withdrawal limits applicable to MMDA.

You agree that, as your agent, we may place your funds at one or more Program Banks without limit and without regard to the Deposit Limit. You agree that we will place your funds based on each Program Bank’s available capacity or other criteria, including rates paid by Program Banks on Sub-Deposit Accounts or fees paid to us. Please see the section titled “Waiver of Conflicts” for additional information. **You understand and agree that deposit amounts in excess of the Deposit Limit at a Priority Bank and deposit amounts at an Excess Bank will not be insured by the FDIC.**

Periodically, your previously deposited funds may be reallocated among the Program Banks on a revised Bank List based on each Program Bank’s available capacity or other criteria, including rates paid by Program Banks to us.

You understand and agree that it is your obligation to monitor your funds deposited at all Program Banks. You may email Service Provider at any time at info@xuno.co to determine your Sub-Deposit Account balances at each Program Bank.

g. **Withdrawal Procedures.** You agree that all withdrawals will be made by us as your agent. Funds may be withdrawn from Program Banks based on a Program Bank’s available capacity or other criteria, including, but not limited to, rates or fees paid to Bank. Funds may also be withdrawn from Sub-Deposit Account to fund transactions associated with your Account.

If you have an MMDA and a TA at a given Program Bank, all withdrawals will be made from the TA. If funds in the TA at a Program Bank from which funds are being withdrawn are insufficient, funds in the related MMDA at that Program Bank will be transferred to the TA, plus funds to maintain any TA minimum, or “threshold,” amount.

At any point during a month in which transfers from an MMDA at a Program Bank have reached a total of six (6), all funds will be transferred from that MMDA to the linked TA at the Program Bank until the end of the month. Deposits for the remainder of the month into this Program Bank will be made to the TA. At the beginning of the next month, funds on deposit in the TA will be transferred to the MMDA, minus any threshold amount to be maintained in the TA. The limits on MMDA transfers will not limit the number of withdrawals you can make from funds on deposit at a Program Bank or the amount of FDIC insurance coverage for which you are eligible.

Pursuant to federal banking regulations, the Program Banks may reserve the right to require seven (7) days’ prior written notice before you withdraw or transfer funds from an MMDA. The Program Banks have indicated that they have no present plans to exercise this right. TAs are not subject to this restriction.

h. **Interest Rates Paid on Deposit Balances.** You will not be paid interest on your Sub-Deposit Accounts. Your Account is not an interest-bearing account and you will not be paid interest or any other form of income on your funds held in any Account or Sub-Deposit Account.]

i. **Waiver of Conflicts.** You understand and agree that, as your agent, we may place any or all of your funds on deposit with us at one or more Program Banks in an amount determined in Bank’s sole discretion based on available capacity at the Program Bank or other criteria, including rates paid on deposits by the Program Bank or fees paid to Bank.

You understand and agree that Bank has no obligation to place funds into Program Banks to maximize the amount of deposit insurance available on your funds or to maximize any interest rates that your funds may earn. Bank may place your funds without

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regard to whether such funds may exceed the Deposit Limit at one or more Program Banks, even if your funds could be placed in one or more Program Banks in an amount less than the Deposit Limit.

You understand and agree that the Program Banks may pay us fees to Bank and that we have no obligation to share these fees with you. You understand and agree that we may financially benefit if we place your funds into a Program Bank in excess of the Deposit Limit when that Program Bank pays a greater amount of fees to us than other Program Banks that could increase the deposit insurance available to you. You further acknowledge and agree that each Program Bank may pay us a fee in connection with the placement of funds with the Program Bank, including for each Sub-Deposit Account. The fee may vary between banks. Your Account is not an interest-bearing account and you will not be paid interest or any other form of income on your funds held in any Account or Sub-Deposit Account. Even if we receive a fee from a Program Bank, you are not entitled to interest on your Sub-Deposit Account. For the avoidance of doubt, you authorize us to collect and retain all payments of income pertaining to the placement of your deposits at other Program Banks, including the Sub-Deposit Accounts. You further acknowledge that we and Program Banks may also receive other financial benefits in connection with the funds in your Sub-Deposit Account.

Our placement of funds in the Sub-Deposit Account may reflect considerations of federal and state law, our funding needs and funding needs of Program Banks, general economic conditions or other factors determined by us in our sole discretion. We may place funds to enhance our business objectives and for balance sheet management purposes without any benefit to you. Subject to applicable law, your only rights with respect to the Sub-Deposit Account are to demand that we repay you all amounts in your Account that were deposited with Bank and those transferred to the Sub-Deposit Account from your Account.

j. **Information About Your Accounts.** Although there are two or more accounts associated with your funds (the Account and the Sub-Deposit Account), your Account is treated as a single account for our reporting deposits and withdrawals, as well as for balance requirement, service charge, and monthly statement (which will reflect the total balance in your Account and each Sub-Deposit Account, excluding any payments or amounts owed or belonging to us or any Program Bank). The funds you deposit with us in your Account (whether or not transferred to a Sub-Deposit Account) will be made available to you in accordance with this Agreement (and regardless of the performance of any of our loans or investments, subject to FDIC insurance limitations). The existence of the Sub-Deposit Account will not change the manner in which you use or obtain information about your Account. Transfers to and from your Sub-Deposit Account will not appear on your monthly statement. We are responsible for the accuracy of your Account statements, not the Program Banks.

You will receive, from time to time, periodic information which will reflect the balances of your Sub-Deposit Accounts at each Program Bank for the applicable period.

iv. **Your Relationship with Bank and the Program Banks.** We will act as your agent and custodian in establishing the Sub-Deposit Accounts at each Program Bank, depositing funds into the Sub-Deposit Accounts, withdrawing funds from the Sub-Deposit Accounts and transferring funds among the Sub-Deposit Accounts.

Sub-Deposit Account ownership will be evidenced by a book entry on the account records of each Program Bank (or by us on behalf of Program Bank) and by records maintained by us as your custodian. No evidence of ownership, such as a passbook or certificate will be issued to you. You may at any time obtain information about your Sub-Deposit Accounts by contacting Service Provider.

You agree that all transactions with respect to your Sub-Deposit Accounts must be directed by us and all information concerning your Sub-Deposit Accounts must be obtained from Bank through Service Provider. You agree that the Program Banks have no obligation to accept instructions from you with respect to your Sub-Deposit Accounts or to provide you with information concerning your Sub-Deposit Accounts.

If you decide to terminate your participation in the Program, your 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.

Each Sub-Deposit Account constitutes an obligation of a Program Bank and is not directly or indirectly our obligation. You can obtain publicly available financial information concerning each Program Bank at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx, by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226, or by phone at 703-562-2200.

We do not guaranty in any way the financial condition of any Program Bank or the accuracy of any publicly available financial information concerning any Program Bank.

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v. **Fees.** You understand and agree that each Program Bank will pay us a fee in connection with the Program. The fee may vary between banks. Even if Bank receives a fee from a Program Bank, you may not be entitled to interest on your Sub-Deposit Account. Other than applicable fees deducted by us, you will not be charged fees or commissions in connection with your participation in the Program.

In addition, other service providers may receive fees from each Program Bank or Bank and may receive a portion of the fee paid to us by the Program Banks.

vi. **Changes to the Program.** You agree that we may modify the terms and conditions of the Program, including changing, removing or adding Program Banks offered therein. All notices of material changes to the Program may be communicated by a posting on our website, letter, a separate electronic or written communication, a note on a periodic statement or other means.

vii. **Information about the FDIC.**

Deposit Insurance: General. Your Sub-Deposit Accounts are insured by the FDIC, an independent agency of the U.S. Government, up to \$250,000 for all deposits held in the same insurable capacity as recognized by the FDIC at any one bank. According to the FDIC, no depositor has ever lost a penny of FDIC-insured funds.

Your funds become eligible for FDIC insurance immediately upon placement into your Sub-Deposit Account at a Priority Bank. Generally, any accounts or deposits that you maintain directly with a particular bank, or through any other intermediary, in the same insurable capacity in which the accounts or deposits are maintained would be aggregated with the accounts or deposits for purposes of the \$250,000 Deposit Limit.

You are responsible for monitoring the total amount of deposits that you hold with any one bank, directly or through an intermediary, in order to determine the extent of FDIC insurance coverage available to you on your deposits. We are not responsible for any insured or uninsured portion of any deposits.

In the event a Priority Bank fails, your Sub-Deposit Accounts at that Priority Bank is insured, up to \$250,000, for amounts accrued to the day the Priority Bank is closed.

Under certain circumstances, if you become the owner of deposits at a Program Bank because another depositor dies, beginning six (6) months after the death of the depositor the FDIC will aggregate those deposits for purposes of the \$250,000 Deposit Limit with any other deposits that you own in the same insurable capacity at the bank. Examples of deposit accounts that may be subject to this FDIC policy include joint accounts, “payable on death” accounts and certain trust accounts. The FDIC provides the six-month “grace period” to permit you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.

In the event that FDIC deposit insurance payments become necessary, payments of deposits will be made to us as your custodian. There is no specific time period during which the FDIC must make insurance payments available. We will not be obligated to you for amounts not covered by deposit insurance nor will we be obligated to make any payments to you in satisfaction of a loss you might incur as a result of a delay in insurance payouts. We will not be obligated to credit your account with funds in advance of payments received from the FDIC.

Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

If your balance in your Sub-Deposit Accounts are assumed by another depository institution pursuant to a merger or consolidation, such deposits will continue to be insured separately, up to the FDIC insurance coverage limits and subject to the terms hereunder, from the deposits that you might have established with the acquiring institution until (i) the maturity date of any time deposits (including certificates of deposit) that were assumed, or (ii) with respect to deposits that are not time deposits, the expiration of a six (6) month period from the date of acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquiring institution held in the same capacity for purposes of FDIC insurance coverage. Any deposit opened at the acquiring institution after the acquisition will be aggregated with deposits established with the acquiring institution for purposes of FDIC insurance coverage.

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If you have questions about basic FDIC insurance coverage, please contact us. You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one insurable capacity. You may also obtain information by contacting the FDIC, Deposit Insurance Outreach, Division of Depositor and Consumer Protection, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone (877-275-3342 or 800-925-4618 (TDD)), by visiting the FDIC website at: <https://www.fdic.gov/deposit/index.html>, or by email using the FDIC's Online Customer Assistance Form available on its website.

viii. **Termination.** Your participation in the Program may be terminated without penalty at any time at the option of either you or us. You may also opt-out of the Program at any time. Following opt-out or termination of your participation in the Program, we may, if applicable, transfer your funds in the Sub-Deposit Accounts at Program Banks to your Account or, at our sole discretion, terminate your Account and return your funds in accordance with applicable laws and regulations.

G. **Interest and Interest Rate.** Your Account is not an interest-bearing account.

H. **Prohibitions.** The Account is only available for personal, family or household purposes and not for business purposes. You are not entitled to open an Account under this Agreement if you are a corporation, unincorporated business association, partnership, limited liability company, incorporated nonprofit organization, sole proprietorship or any other entity. 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 may not use your Account for illegal gambling or any other illegal transaction or purpose. 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 transaction that you authorized, even if the transaction is determined to be illegal or associated with an illegal activity. We reserve the right to cancel, close or restrict use of the Account, including by refusing the processing of any transaction, if we believe you have violated this Agreement or any applicable law.

I. **Account Fees; Fee Schedule.** You agree to pay all fees and charges applicable to your Account, which will be automatically deducted from your Account and may result in your Account being overdrawn. The amounts of these fees and charges are listed in our Fee Schedule, attached as Exhibit 1 ("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. If you request a service that is not included in the Fee Schedule and there is a fee for such service, such fee will be disclosed at the time you request the service and you agree that any such fee may be deducted from your Account.

J. **Negative Balance.** Each time you initiate a transaction using your Account, you authorize the Bank to reduce the funds available in your Account by the amount of the transaction (and any reversals) and all associated fees. You are not allowed to exceed the available amount in your Account through an individual transaction or a series of transactions (creating a "negative balance"). Nevertheless, if any transaction causes the balance in your Account to go negative, including, but not limited to, any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. We reserve the right to bill you for any negative balance or to recoup such negative balance from your Account or any other account you have at the Bank. You agree to pay us promptly for the negative balance and any related fees. We also reserve the right to terminate your Account if you create one or more negative balances. If you fail to pay us amounts owed under this Agreement, we may refer your Account, and collection of amounts owed, to a collection agency. You may also be liable for any related Insufficient Funds/NSF Fee(s) as set forth in Exhibit 1.

K. **Power of Attorney/Agents.** Subject to applicable law, we may allow you to give another person (known as an "attorney-in-fact") power of attorney to act on your behalf for your Account; provided, we are not obligated to honor such power of attorney until you first obtain our written approval. Email us at info@xuno.co for approval if you plan to create a power of attorney. Unless we approve of your power of attorney in writing, we are not required to honor orders and instructions concerning your Account by an attorney in fact for any Account owner, or by a personal representative, guardian, conservator, or custodian of an account owner. If we approve your appointment of an attorney in fact, we will honor orders and instructions from your attorney-in-fact until the earlier of (1) our receipt from you revoking such power of attorney and our written acknowledgement; (2) our receipt of notice that you or your attorney-in-fact have died or become incapacitated; or (3) our termination of the acceptance of the power of attorney. We have no duty to monitor or ensure that the acts of your

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attorney in fact are for your use or benefit or are otherwise permissible under applicable law. We will not be liable if your attorney in fact exceeds his or her powers or does not comply with your instructions or applicable law. We may terminate acceptance of a power of attorney at any time and for any reason and without notice to you. You agree to hold us harmless from and against any actions we take based upon the instructions of your attorney in fact or that your attorney in fact takes regarding your Account.

L. Death, Incapacity or Termination. You agree to notify us immediately if an Account owner on your Account or if you, through a representative, dies or is declared legally incompetent. In the case of an individual Account, if we have reason to believe the Account owner has died or has been declared legally incompetent, we may place a hold on the Account to retain funds and refuse all transactions until we know and have verified the identity of the successor. Until we receive notice and any required proof of death or incapacitation, we may continue to accept deposits and process transactions to your Account. If you die while residing outside the United States, we may require a personal representative to be appointed by a court in a United States jurisdiction. Until we receive notice and any required proof of death or incompetence, we may act as if all owners are alive and competent. In the event we receive written notice from a personal representative, executor, administrator, conservator or guardian purporting to represent you or your estate, we shall be entitled to rely on all information supplied and representations made in such written notice to the full extent permitted by applicable law. If certain payments originating from government entities are deposited into your Account after your death, we may be required to return those payments to the originator upon notice. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff (our right to apply funds in one account to the debt associated with another account) or security interest rights against the funds credited to your balance after your death. You agree to hold us harmless for any actions we take based on our belief that you have died or become incapacitated, or any notices of death or incapacitation that we receive.

M. 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 through the Service Provider Platform. 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, subject to applicable law. Withdrawals from your Account may be restricted prior to Account closing.

We reserve the right to monitor all Account activity for inappropriate use. We may also suspend or close your Account at our discretion and for any reason with or without notice. This includes if we believe you are using your Account for fraudulent or illegal purposes or in violation of law or regulation, this Agreement, any other agreement you may have with us or Service Provider, or if you otherwise present undue risk to us or Service Provider. We are not responsible to you for any damages you may suffer as a result of the closure or suspension of your Account. 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. The closure of your Account or termination of this Agreement does not impact any right or obligation that arose prior to closure or termination, or any right or obligation that, by its nature, should survive termination (including, but not limited to, any indemnification obligation by you, our limitations of liability, and any terms governing arbitration). 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, to the extent required by law, and a check, if any, will be sent to any email address, in the case of notice, and address, in the case of a check delivery, shown on our records for you or the email address we have on file for the Account. We reserve the right not to return funds to you if your account balance is less than \$1.00.

N. Dormancy and Unclaimed Property.

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. State and federal law and our policy govern when your Account is considered dormant. Your Account is usually considered dormant if you have not accessed your Account, communicated to us about your Account or otherwise shown an interest in your Account within the period of time specified under applicable law. Each state has varying laws as to when an account is subject to escheatment and we may be required to send the balance in your Account to the state of your last known address or, if not in the U.S., the state in which we reside. We will make all reasonable efforts to contact you if required by applicable law before transferring the remaining balance of your Account to the applicable state. After we surrender the funds to the state, we have no further liability to you for those funds and you must apply to the appropriate state agency to reclaim your funds. 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. If your Account becomes dormant, you may no longer receive statements, but you can still view your accounts online.

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V. ARBITRATION AND WAIVERS.

THIS ARBITRATION PROVISION WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. PLEASE READ THIS SECTION V (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.

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 V (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 this Agreement. 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 your Account or any additional account, joint accountholder; services offered in connection with an Account or any other services offered pursuant to this Agreement; 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 V (Arbitration and Waivers), “we” or “us” shall include the Bank, its affiliates and their successors, employees, directors, officers and agents. In addition, “we” or “us” shall include Service Provider, any third party, their respective subsidiaries, affiliates, licensees, predecessors, successors, and assigns using or providing any product, service or benefit in connection with this Agreement or any Account if, and only if, such third party is named as a co-party with us (or files a claim with or against us) in connection with a claim asserted by you. 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, including but not limited to all persons or entities contractually obligated under this Agreement and all joint accountholder and any additional accountholders. The term “Account,” for purposes of arbitration, includes any updated or substitute account for you related to the Account or any other account contemplated by this Agreement.

B. Binding Arbitration and Appeals. If either party elects arbitration, that claim shall be arbitrated on an individual basis. Arbitration applies whenever there is a claim between you and us. The arbitrator’s authority to resolve claims or make awards is limited to claims between you and us alone. 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. Furthermore, claims brought by you against us or by us against you may not be joined or consolidated with claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. 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 Federal Arbitration Act (Title 9 of the United States Code) (“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 V (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 V (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. 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; and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at 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 FAA. To the extent that there is any variance between the selected forum’s rules and this Section V (Arbitration and Waivers), this Section V (Arbitration and Waivers) shall control.

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If you initiate the arbitration, you must notify us in writing at Involute inc. DBA Xuno 2108 WEST CLEAR VIEW DRIVE ELLENSBURG, WA 98926. 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 (I) HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, (II) SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION, (III) HAVE THE RIGHT TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION, (IV) HAVE THE RIGHT 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; OR (V) ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). THIS IS SO WHETHER OR NOT THE CLAIM HAS BEEN ASSIGNED. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY NOT BE AVAILABLE IN ARBITRATION.

E. Location of Arbitration and Cost. Any arbitration shall take place 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. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your 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 this Agreement, the forum's rules, or applicable law.

F. Arbitration Procedures: This Section V (Arbitration and Waivers) is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Section shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, as set forth in Section V(B) (Arbitration and Waivers).

G. Governing Law. You and we agree that in our relationship arising from this Agreement: (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.

H. Continuation and Severability. This Section V (Arbitration and Waivers) shall survive termination of your Account, any voluntary payment of any debt owed to us and paid in full by you, any legal proceeding by us to collect a debt owed by you, and/or any bankruptcy by you or us. If any portion of this Section V (Arbitration and Waivers) of this Arbitration Section 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 V (Arbitration and Waivers), this Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

VI. MISCELLANEOUS TERMS.

A. Ordinary Care; 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. Unless otherwise specified or required by law, we do not assume any fiduciary obligation on your behalf. Unless required by law, this means that we do not act as your trustee or financial advisor,

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and we do not assume any responsibility for your account beyond reasonable care.

B. Governing Law, Forum and Time Limits.

i. All Accounts are opened at the Tennessee branch office of the Bank. All actions relating to your Account, including this Agreement, 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.

ii. To the extent any dispute arising under this Agreement 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.

iii. Subject to applicable law, you must file any lawsuit (to the extent permitted by this Agreement) or arbitration against us within one (1) year after the claim arises, unless Federal law or the laws of the State of Tennessee or an applicable agreement requires a longer time. This limit is in addition to limits on notice as a condition to making a claim. If applicable law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as one (1) year, 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.

C. 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 consumer report.

D. Changes in Terms. The terms and conditions of this Agreement, including any fees, and features of your Account may be amended or revised at any time by posting a revised version <https://nepal.xuno.co/information/evolve-customer-account-agreement>, and any such revisions or changes shall be effective upon posting. We will give you advance notice if we are required by applicable law. We may provide such notice to you with your statement, electronically, or by mail. 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. We may change or terminate this Agreement without notice at our discretion or to comply with any appropriate federal or state law or regulation. Subject to the terms of this Agreement, you may determine to cease use of or close your Account if you do not agree with any change or revision to this Agreement prior to the effective date of such revision. Any continued use of your Account is presumed your acceptance of and agreement to be bound by revisions to this Agreement.

E. Security Interest. You grant us a security interest in your Account to secure payment of any money that you owe to us arising under this Agreement 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"). We have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. This means that we can take any funds in your Account or any other account you have with us to pay any debt or liability you owe us. 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 may also exercise these rights against any Account beneficiary. These rights exist no matter who contributed the funds to the Account. We will consider your consent to this Agreement 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.

F. 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 this Agreement without affecting your responsibilities under this Agreement. In any event, no such waiver or delay by us is effective unless it is in writing and approved by us.

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

The Bank may transfer or assign its rights under this Agreement, including transferring or assigning your Account without your consent and without notice, unless required by applicable law.

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H. Other Services and Conflicts. If you and Bank have entered into any other agreement related to additional bank services offered in connection with your Account (“Other Agreement”), this Agreement and the Other Agreement shall be read together as if one agreement. If any term of such Other Agreement conflicts with any term of this Agreement, this Agreement shall control. If any statement that is made by one of our employees, our affiliates’ employees, or by Servicer or Servicer’s employees or affiliates, conflicts with this Agreement, the terms of this Agreement shall govern.

I. Privacy Policy. You authorize us to collect, transmit, store, use or share technical, location, login or other information about you and your Account or use of your Account, with our affiliates, the Service Provider, payment network and third parties, unless applicable law or our Privacy Policy prohibits us from doing so. Please see our Privacy Policy, as it may be amended from time to time, for your choices about information sharing, accessible at <https://www.getevolved.com/privacy-policy/>.

You understand, acknowledge and agree that the use and disclosure of any information provided by you directly to the applicable payment network, the Service Provider or other third parties (including their respective agents, representatives, affiliates and service providers) will permit such parties to have access to certain details of your transactions made with your Account and such use, accesses and disclosure will be governed by such party's privacy policy and not our privacy policy, and, to the greatest extent permitted by law, we are not liable for the use of your information by any such parties. You understand that the information that is provided to or held by third parties in relation to your Account is outside of our control. Any information you provide to any third party through your use of your Account, is subject to the third party’s separate agreement with you, including that party’s privacy policy.

We periodically collect and use technical data and related information (for example, we may collect technical information about any device used by you in connection with the services and products provided to you under this Agreement and do so to facilitate the updates to our services).

Push notifications can be displayed on a locked or inactive device screen. Since it is possible to view this information even when your device is locked, you must maintain physical control over your device and/or turn off push notifications to prevent potential unauthorized use.

J. Severability. In the event that any court or tribunal of competent jurisdiction determines that any provision of this Agreement is illegal, invalid, or unenforceable, the remainder of this Agreement 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.

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

i. **Limitation of Liability.** EXCEPT AS REQUIRED BY 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 THIS AGREEMENT IF SUCH FAILURE OR DELAY IS CAUSED BY MAINTENANCE OR INTERRUPTION OR MALFUNCTION OF EQUIPMENT OR COMMUNICATION FACILITIES, UNUSUAL TRANSACTION VOLUME, 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 BANK. EXCEPT AS REQUIRED BY 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, INCIDENTAL, EXEMPLARY, PUNITIVE DAMAGES OR DAMAGES OF ANY KIND EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS REQUIRED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE SHALL ONLY BE RESPONSIBLE AND LIABLE FOR OUR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT. WE SHALL NOT BE LIABLE TO ANY THIRD PARTY OR FOR ANY ACT OR OMISSION OF YOURS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES USED BY US IN EXECUTING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR PERFORMING A RELATED ACT AND NO SUCH THIRD PARTY SHALL BE DEEMED TO BE OUR AGENT. ALL BANK SERVICES AND ACCOUNT FEATURES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THE BANK’S SERVICES OR ACCOUNT FEATURES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. IN ADDITION, EXCEPT AS REQUIRED BY

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LAW, WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY SERVICES OR FEATURES OF THE SERVICE PROVIDER PLATFORM OR SERVICES ANY OTHER PRODUCTS PROVIDED TO YOU BY SERVICE PROVIDER. WE ARE ALSO NOT LIABLE FOR ANY UNAUTHORIZED ACCESS OF YOUR INFORMATION OR DATA BY A THIRD PARTY DUE TO YOUR USE OF THIRD-PARTY COMMUNICATION CHANNELS NOT OFFERED BY US. TO THE FULLEST EXTENT PERMITTED BY LAW, WE 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 AND/OR PRODUCTS OF SERVICE PROVIDER AND/OR THE SERVICE PROVIDER PLATFORM.

YOU AGREE THAT THE AMOUNT OF ANY CLAIM YOU HAVE AGAINST US IN CONNECTION WITH ANY ACCOUNT OR TRANSACTION WITH US, WHETHER BROUGHT AS A WARRANTY, NEGLIGENCE, WRONGFUL DISHONOR OR OTHER ACTION, IS SUBJECT TO REDUCTION TO THE EXTENT THAT: 1) NEGLIGENCE OR FAILURE TO USE REASONABLE CARE ON YOUR PART, OR ON THE PARTY OF ANY OF YOUR AGENTS OR EMPLOYEES, CONTRIBUTED TO THE LOSS WHICH IS THE BASIS OF YOUR CLAIM AND 2) DAMAGES COULD NOT BE AVOIDED BY OUR USE OF ORDINARY CARE.

ANY LOSS RECOVERY YOU OBTAIN FROM THIRD PARTIES ON A PARTICULAR CLAIM WILL REDUCE THE AMOUNT OF ANY OBLIGATIONS WE MAY HAVE TO YOU ON THAT CLAIM AND YOU WILL IMMEDIATELY NOTIFY US OF ANY SUCH RECOVERY. YOU AGREE TO PURSUE ALL RIGHTS YOU MAY HAVE UNDER ANY INSURANCE POLICY YOU MAINTAIN IN CONNECTION WITH ANY LOSS AND TO PROVIDE US INFORMATION REGARDING COVERAGE. OUR LIABILITY WILL BE REDUCED BY THE AMOUNT OF ANY INSURANCE PROCEEDS YOU RECEIVE OR ARE ENTITLED TO RECEIVE IN CONNECTION WITH THE LOSS. IF WE REIMBURSE YOU FOR A LOSS COVERED BY INSURANCE, YOU AGREE TO ASSIGN US YOUR RIGHTS UNDER THE INSURANCE TO THE EXTENT OF YOUR REIMBURSEMENT.

ii. **Indemnification.** To the greatest extent permitted by law, you agree to indemnify and hold us and our officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless from any losses, damages, suits and expenses, including reasonable attorneys' fees, that we may incur, without regard to the merit or lack thereof, arising out of, or related in any way to: (i) taking any action or not taking any action that we are entitled to take pursuant to this Agreement; (ii) any action or omission by you; (iii) the matters set forth herein; or (iv) our action or inaction in reliance upon oral, written or electronic instructions or information from you.

iii. **Reimbursement for Losses.** If we take any action to collect debt incurred by you or other amounts you owe us under this Agreement 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. This section does not, in any case, reduce our liability to you as described in Section VIII (Electronic Fund Transfers Disclosure).

L. **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. 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 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 this Agreement but as applied to service interruptions for access to your Account, this section shall control.

M. **Section Headings and Successors.** The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Agreement. This Agreement will be binding on your personal representatives, executors, administrators, and successors.

N. **Change of Address or any Application Information.** You must notify us through the Service Provider Platform of any change of address, email address or phone number or any material change to information you 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.

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O. **Electronic Communications and Electronic Signatures; Electronic Storage of Data and Records.**

i. **Electronic Communications.** When you applied you agreed and each time you use your Account or any other service or product that we provide to you under this Agreement you agree, to the terms and conditions of our Electronic Communications Consent Agreement accessible at <https://nepal.xuno.co/information/esign..>

ii. **Electronic Signatures.** You understand, acknowledge and agree that we may use your electronic signature in lieu of or in addition to your handwritten signature and that your electronic signature will have the same legal and binding effect as your handwritten signature.

iii. **Electronic Storage of Data and Records.** You agree and consent that we may record or otherwise document and store information electronically transmitted, entered or received by us or through any mobile application or website provided to you to access and/or use your Account for our record-keeping purposes. You further acknowledge and agree that such records, documents and other stored information shall be presumed to be accurate representation of your requests, communications and instructions to us.

P. **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 Involute inc. DBA Xuno 2108 WEST CLEAR VIEW DRIVE ELLENSBURG, WA 98926.

Q. **Survival.** Termination of this Agreement 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 this Agreement will survive any such termination (including, but not limited to Sections V (Arbitration and Waivers) and V (Miscellaneous Terms) of this Agreement.

VII. **TAX REPORTING AND BACKUP WITHHOLDING.**

Federal law requires us to have a valid Social Security Number or Individual Taxpayer Identification Number for each Account owner so that we can correctly report the interest you have earned to the relevant tax authorities (if your Account is an interest-bearing account). Accordingly, you must certify your Social Security Number or Individual Taxpayer Identification Number as part of opening an Account. If you do not provide us with and certify a valid Social Security Number or Individual Taxpayer Identification Number within the time period specified, we are required to withhold a percentage of the taxable interest that we pay to you. This withholding is commonly referred to as "Backup Withholding." In some states, we may also be required to withhold taxable interest for state taxes.

VIII. **ELECTRONIC FUND TRANSFERS DISCLOSURE.**

Your Account allows you to withdraw funds up to the available balance or make deposits through electronic fund transfers ("EFTs"). EFTs are transactions that are processed by electronic means. This Section VIII (Electronic Fund Transfers Disclosure) provides you with information and important disclosures and terms about the EFTs that are permitted on your Account. You may also receive additional services from Service Provider through the Service Provider Platform that allow you to initiate EFTs to and from your Account that are not described in this Agreement. You will be provided separate agreements and disclosures applicable to those services from Service Provider.

A. **Supported EFTs.** The EFTs that we may support are listed below:

i. Direct deposits of federal government payroll, disability, veteran's benefits, Social Security, and other federal government payments that you may receive and that may be deposited to your Account and of your paycheck to your Account, provided that your employer offers direct deposit and you complete any forms required by your employer.

ii. Any deposit or withdrawal to your Account that is handled electronically as an ACH Transfer.

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- iii. Transactions at ATMs to withdraw cash, transfer funds and find out balances.
- iv. Transactions at participating merchants to purchase goods and services. Some merchants may also allow you to withdraw cash from your Account while making a purchase.
- v. Online fund transfers using your Account routing and account number, if available.

Transfer limitations under Section B, 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. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

B. Transfer Limitations. All EFTs are subject to limits. The transfer limit depends on the EFT type. The frequency and dollar amount of Account transactions may be limited based on fraud risk and security of the Account. 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. For a description of certain limits, please see Section VIII (B) (Transfer Limitations) and Exhibit 2 (Transaction Limits), which is incorporated herein by reference. These limits are examples and subject to change based on fraud risk and security of the Account.

C. Preauthorized Credits. If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company including your employer, you can call us at +1 866-356-1201 to find out whether or not the deposit has been made or you can check if the deposit has been made by reviewing your transaction history in the Service Provider Platform.

D. Liability for Failure to Make EFTs. If we do not complete a transfer to or from your Account on time or in the correct Amount according to our agreement with you, we will be liable for damages or losses proximately caused by our failure. All such damages and losses for a failure to make a transfer will have to be actual proven damages. However, there are some exceptions, and we will not be liable for any damages or losses if, for example: (1) there are insufficient funds in your Account to complete the transaction through no fault of ours; (2) the funds in your Account are not yet available for use or withdrawal; (3) the ATM where you are making the transfer does not have enough cash; (4) the ATM, system, equipment or terminal involved in the transfer is not working properly and you know about the improper functioning at the time you started the transaction; (5) the funds in your Account are subject to a Legal Process or other encumbrance restricting the transfer; (6) the circumstances preventing the transfer or the failure of the transfer is beyond our control (e.g., power outage, an Act of God, fire, natural disaster) even after we have taken reasonable precautions; or (7) the Account is inactive or dormant or has been revoked due to inactivity or at our discretion. There may be additional exceptions stated in our agreement with you or permitted by law.

E. Liability for Unauthorized Transfers.

Tell us AT ONCE if you believe your Credentials have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Account. You could lose all the money in your Account. If you tell us within two (2) business days after you learn of the loss or theft of your Credentials, you can lose no more than \$50 if someone used your Credentials without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Credentials, and we can prove we could have stopped someone from using your Credentials without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you or first became available via electronic means, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. We can extend these time periods if extenuating circumstances (such as a long trip or hospital stay) kept you from notifying us.

F. Business Days. For purposes of these disclosures, our business days are (Monday through Friday) (Monday through Saturday) (any day including Saturdays and Sundays). Federal holidays are (not) included.

G. Confidentiality. We will disclose information to third parties about your Account, the transfers you make: (1) where it is necessary for completing transfers or transactions; (2) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; (4) if you give us your written permission;

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(5) to our and the Bank's employees, auditors, affiliates, service providers, or attorneys as need; (6) in order to collect Fees or funds you may owe us; (7) as otherwise provided by the Privacy Policy; and (8) to verify your identity and determine if we should open an Account for you or using services provided to us by third parties.

Please refer to Section VI (I) (Privacy Policy) for more information about our commitment to you, your privacy rights and who we share data and information with. Services offered by Service Provider, including the Service Provider Platform, are also subject to Service Provider's privacy policy <https://nepal.xuno.co/information/privacy-and-policy>. Please carefully review Service Provider's privacy policy for more information about Service Provider's commitment to you, your privacy rights and who Service Provider shares data and information with.

H. **Preauthorized Payments.**

i. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at +1 866-356-1201, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We may charge you for each stop-payment order you give, in accordance with our Fee Schedule.

ii. Notice of varying amounts. If these regular payments vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

iii. Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. To the extent permitted by law, our liability for losses or damages may be limited to actual damages that you have sustained if the failure to stop payment was due to a bona fide error.

I. **Error Resolution.** In Case of Errors or Questions About Your Electronic Transfers Telephone us at +1 866-356-1201, write us at Involute inc. DBA Xuno 2108 WEST CLEAR VIEW DRIVE ELLENSBURG, WA 98926; or email us at info@xuno.co as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

You must provide us with the following information: (1) tell us your name and account number (if any); (2) describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and (3) tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account. For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If we credit your Account with funds while investigating an error, you must repay those funds to us if we conclude that no error has occurred.

IX. **DEPOSIT AVAILABILITY DISCLOSURE.**

When a deposit is made to your Account, the funds may not be available immediately. This Section IX (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 (6) months or there is an emergency). During the delay, you may not withdraw funds and may not use the funds. We will notify you if we delay the availability of your funds if required

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by law, and we will tell you when you can expect your funds to be available if required by law.

B. 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 CST 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 CST or on a non-Business Day, we will consider the deposit as having been made the next business day. Deposits may only be made by EFT, which includes direct deposits and ATM Transfers.

C. Availability of ACH Transfer and EFT Deposits. 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 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 the Bank. 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 and processed by us.

X. OTHER BANK SERVICES.

A. Remote Deposit Capture Services. We may provide you with the ability to make deposits to your Account from a home, office or other remote location using a compatible mobile device (camera), computer hardware (scanner), software or web-based application (individually and collectively, the “Device”) by creating an image, preparing an electronic picture or replica of the front and back of an Eligible Item and deliver such image, picture or replica (the “Image”) and associated deposit information to us (the “Remote Deposit Capture Services”). “Eligible Items” are checks or other paper items (not a prohibited item under this Section X (A) (Remote Deposit Capture Services) or item rejected by us), payable on demand and drawn on (or payable through) an office of a United States bank, to be converted to Images and deposited into your Account using the Remote Deposit Capture Services.

i. The Agreement. Your use and access to the Remote Deposit Capture Services will be governed by the terms and conditions of this Section X (A) (Remote Deposit Capture Service), this Agreement and any applicable law, rule or regulation, including, but not limited, to your rights and obligations in the event of any error in connection with the Remote Deposit Captures Services. Each time you use the Remote Deposit Services you agree to the terms of this Agreement and acknowledge that we may add requirements to your ability and eligibility to use the Remote Deposit Capture Services at any time.

ii. Submission of Images. All Images you submit to us using the Remote Deposit Capture Service must be legible, accurately capture the front and back of the Eligible Item and all other required data and information from such Eligible Item using a Device that meets the hardware and software requirements set forth below. The Image you submit to us for processing, must meet requirements to create a Substitute Check (including all MICR-line information) and include the accurate amount of the Eligible Item. Each time you submit an Image using our Remote Deposit Capture Services, you agree that, for all purposes, such Image is an “item” as defined under the UCC and is the legal equivalent of the Eligible Item and that we qualify as a holder-in-due-course under the UCC.

If we provide a “memo” field through our Remote Deposit Capture Service or if one is provided on your Device, you may use such field to input information, but you should not enter any sensitive or confidential information like a Social Security or account number. We will not review any entry you make to this field nor do we have any obligation to review such entries. Any entry you make to this field will be at your own risk and liability. We will not be responsible for anything you may enter into his field.

iii. Substitute Checks. A “Substitute Check” is the legal equivalent to the original check and is created from the original check. It can be used as proof of payment. Included on a Substitute Check will be the following words or similar words, “This is a legal copy of your check. You can use it the same way you would use an original check.” The Substitute Check is the accurate copy of the front and back of the original check. We may elect to provide you with a Substitute Check for any check to be returned to you. Unless we agree in writing to take a Substitute Check, you will not submit any Substitute Check, for deposit or otherwise, if we would be the first financial institution to receive the Substitute Check.

iv. Processing Images. We will process Images submitted by you that are legible and that accurately captures all required data and information. If an item is not legible, accurate or does not otherwise meet standard of quality, we may reject and return the item to you without prior notice. We can collect, process, present for payment, return or represent any of your Images in any manner we choose unless otherwise prohibited by applicable law. We do not have to process any Image you submit and can reject any such Image for any reason, including, but not limited to an Image that is illegible, inaccurate or does not meet our image quality standards, and without liability even if we provided you with a confirmation notice. If we reject an Image, you will need to resubmit the Image for processing by us. Your payment history (past or upcoming) will not reflect the rejected Image. You will need to maintain the Eligible Item for which the Image is a replica

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and not destroy it until you see the full amount of the Eligible Item deposited to your Account. Further, we do not have to process the Image if it does not meet our requirement to process such Image which may include, but not limited to: (1) process the Image for payment; (2) correct the Image, any information or data included in such Image and process the corrected Image for payment; (3) process the deposit in another format for payment; or (4) debit your Account for the amount of the Image. An Image submitted to us successfully, we will deposit the amount of the Image to your Account and such amount will appear on your upcoming or recent Account activity; provided, however, that this does not mean the deposit is complete. We have the right to further verify the accepted deposit and final payment after such deposit. Again, you will need to ensure that you do not destroy or lose any Eligible Item connected to such deposit until you see the full deposit amount is posted to your Account and Account statement history.

v. **Eligible Items.** You may only use the Remote Deposit Captures Service for Eligible Items. Any item that is not an Eligible Item is not permitted to be submitted or transmitted to us for processing. For instance, you may not submit and you agree that with each use of the services, you will not submit an item that (1) cannot be paid in U.S. currency; (2) is not payable to you and payable to someone else; (3) is drawn on a financial institution not located in the U.S.; (4) are money orders, savings bonds, or traveler's checks; (5) are checks authorized over the telephone and created remotely; (6) never existed in paper form; (7) is not authorized or activated by us prior to being deposited; (8) has been previously deposited or returned to you; (9) is not legible or does not conform to our Image processing standards; (10) contains alterations or that you suspect, or should suspect, are fraudulent, not authorized, suspicious or not likely to be honored; (11) is not dated, post-dated, or more than 6 months old from when such item was submitted to us for processing; or (12) we determine is of a type, in or sole discretion, that we will not accept.

vi. **RDC Deposit Limits.** There are certain limits, including daily and monthly limits on the dollar amounts of the Images you can submit to us for processing through the Remote Deposit Capture Service ("RDC Deposit Limits"). If we believe or suspect that there are RDC Deposit limits necessary to maintain and/or restore the security of your Account or the Remote Deposit Capture Services, we will not have any obligation to notify you of such necessity. Further, we have the right to add additional limits to your use of the Remote Deposit Capture Services at any time and in our discretion. If you attempt to process an Image for a deposit that exceeds the RDC Deposit Limits, we can reject the Image. If we process and permit the Deposit for any Image that includes an amount in excess of the RDC Deposit Limits, such action will not be deemed to be an approval by us and we have no obligation to allow you to make any other deposits in excess of the RDC Deposit Limits using the Remoted Deposit Capture Services.

vii. **Endorsement of Eligible Items.** For any Image you submit to us for processing, you must retain the original Eligible Item and take the following steps to prevent an additional or duplicate submission of the original Eligible Item for payment: (1) you will endorse the back of the original Eligible Item before submitting it to us by (a) placing your signature on the back of the original Eligible Item and (b) writing the words "for Evolve Bank & Trust deposit only" or as we otherwise tell you (collectively (a) and (b), the "Endorsement"); (2) you will submit both the front and back of the Image; (3) you will write on the original Eligible Item, legibly and prominently, "Void - Electronically Presented"; (4) store and maintain the original Eligible Item in a safe place until you see it post to your Account history; and (5) once you have confirmed the item has posted to your Account history, you will destroy the Eligible Item by cutting it up or shredding it. We may accept and treat any Image as endorsed even if you submit it without the Endorsement. You agree to follow any and all other procedures and instructions we may establish from time to time to present any Image to us for processing. If there is any discrepancy or error in the amount of the Image submitted by you and the actual amount of the Eligible Item, we may debit or credit your Account to adjust for any such error or discrepancy. Upon our request for any reason, including, but not limited to assisting in any clearance and collection process, to resolve any third party claims arising out of or in connection with such item or for our audit purposes, you will promptly provide any stored or retained Eligible Item or a copy of such item sufficient to reflect the front and back of the item.

viii. **Availability of Deposits.** An Image that is successfully presented to us prior to any business day cutoff time, will be considered the date of your Deposit and if presented after such cutoff time, the next day will be the date of your Deposit. Deposits made through the Remote Deposit Capture Services are available based on Section IX (Deposit Availability Disclosure) and, despite being made through the Remote Deposit Capture Services, will not be subject to the funds availability requirement of Federal Reserve Board Regulation CC even if we provide you with Regulation CC disclosures or notices. Further, for any Image you submit for us to process through the Remote Deposit Capture Services, we have the right to place an extended hold on the related Deposit with notice to you. If we do extend a hold on any Deposit, we will let you know when the Deposit will be available for withdrawal. In determining whether to extend a hold on any large Deposit, you agree that we may include in our consideration any Deposits you have made using the Remote Deposit Capture Services.

ix. **Receipt of Items.** We are not obligated to process any Image you submit through the Remote Deposit Capture Services and we reserve the right to reject or return any unpaid item at our discretion. Further, we will not be responsible for any amount for any item that we do not receive or for any error in submission of any Image from your Device to us. An image will only be deemed to be received by us when we receive confirmation of receipt of such Image. However, any confirmation of receipt is not a confirmation that the submission or

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the Image was not received error-free, complete and/or that we have accepted it for deposit.

x. **Returned and Rejected Images.** If any Image of any Eligible Item or other item is presented to us that is returned or rejected by us unpaid for any reason, including for reason such as duplication of submission or the item has already been deposited with us or anyone else, we have the right to issue an ACH debit to your Account or any other deposit account you have with us in the amount of such item, plus any fees connected to such return or rejection as provided for in the Fee Schedule, attached as Exhibit 1. In addition, we can place a hold on your Account for any item you submit if a claim is made regarding the item or we have reason to believe the item you submitted was forged, altered, unauthorized, missing signatures, includes a forged endorsement or, if the item was paid, for any reason for which the item should not have been paid. We can take these actions even if you have made withdrawals against the item. You may request a copy of any returned or rejected Image understanding that we can return such item by any method we choose, including as an image with accompanying data or as a Substitute Check.

xi. **Security.** In addition to the security procedures described elsewhere in this Agreement, you are solely responsible for maintaining the confidentiality of your credentials and any other means that you may use to securely access the Remote Deposit Capture Service and any Device used for such access. If another person's biometric identifier is loaded onto your Device, you must take immediate steps to ensure that the biometric identifier is removed from the Device, otherwise any transaction using such Device by a person who you have granted access to will not be an unauthorized transaction for the purposes of determining liability. Similarly, if you provide your user ID, PIN or password necessary to access your Device, you must take immediate steps to change such user ID, PIN or password to ensure no third party has access to or knows such user ID, PIN or password. Otherwise, any Image submitted for processing using such Device by a person to whom you provide your user ID, PIN or password will not be an unauthorized transaction for the purposes of determining liability. If your PIN, biometric authentication or other passcode is compromised or your Account has been used with the Remote Deposit Captures Services without your permission, or you have a Device and it has been lost or stolen, you must notify us immediately. If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorized use of your Account in connection with the Remote Deposit Capture Services. You should notify us by calling the number in the app you use to manage your Account and Remote Deposit Capture Services. It is your responsibility to protect your Device and Account against any unauthorized access and any resulting losses or damages from unauthorized access. You will need to take reasonable steps and precautions to protect your Device from unauthorized use, including, but not limited to: (i) keeping your passwords secret, change them regularly and limit the use of such passwords to only persons who have a legitimate need to have and use them; (ii) monitor and supervise any person you permit to use the Remote Deposit Capture Services on your behalf; (iii) promptly and regularly review your Account Statements; (iv) notify us immediately of any lost or stolen Device or if you believe there is unauthorized activity involving the Remote Deposit Capture Services; and (iv) remove anyone who is no longer authorized to use or access the Remote Deposit Capture Services. You are solely responsible for these security precautions. We will not be obligated or responsible for any of these security precautions.

xii. **Disruptions, Modifications and Discontinuance.** From time to time, due to maintenance, updates, technical problems or other reasons, the Remote Deposit Capture Services may not be available or accessible to you and we are not responsible for such disruption in services. We can change, modify, add to or delete portions of the Remote Deposit Capture Services in our sole discretion. Your continued use of the services will be deemed your acceptance of any such modifications. In addition, we reserve the right to suspend or discontinue your access to or use of any portion or all of the Remote Deposit Capture Services immediately or at any time, in our discretion, and without prior notice to you.

xiii. **Reviews.** We have the right, at any time, to review and audit your use of the Remote Deposit Capture Services to determine and confirm your compliance with the terms of this Agreement and any applicable law, rule or regulation. Such review may include a review and inquiry of, but not limited to, your Account, an Image, Eligible Item, item, the issuer of any Image submitted through service for processing, your payment and transaction history and any other relevant circumstances, factors or other information as determined by us. By use of the Remote Deposit Capture Services you agree to such reviews and agree to cooperate in such reviews. You acknowledge that if such review is conducted, we will not be responsible or liable for any delayed, incomplete, insufficient or other negative result in the processing of any Image that is the subject of such review.

xiv. **Service Ownership.** We operate the Remote Deposit Capture Services; provided, however, Service Provider or its service provider provides you with the technology and services necessary for you to use the Remote Deposit Capture Services (e.g., the image capture technology) ("RDC Technology") The RDC Technology is owned and operated by Service Provider and is the property of Service Provider or its third-party licensors. As such, the RDC Technology is protected by intellectual property and/or proprietary rights and other restrictions. You are only permitted to use RDC Technology in accordance with the terms of this Agreement and Service Provider Terms. We reserve all of our rights and interest in the Remote Deposit Captures Services that are provided and that are not otherwise provided for in this Agreement. You agree that we are not liable for RDC Technology, and any claims you have related to RDC Technology will be brought

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solely and exclusively against Service Provider or its third party licensors.

xv. **NO WARRANTIES.** WITHOUT LIMITING ANY OTHER DISCLAIMERS SET FORTH IN THIS AGREEMENT, WHEN YOU USE THE REMOTE DEPOSIT CAPTURE SERVICES OR RDC TECHNOLOGY, YOU AGREE THAT YOU ARE USING SUCH SERVICES “AS IS” AND “AS AVAILABLE.” SUBJECT TO APPLICABLE LAW, WE MAKE NO WARRANTIES OF ANY KIND REGARDING THE REMOTE DEPOSIT CAPTURE SERVICES, RDC TECHNOLOGY OR YOUR USE OF THE REMOTE DEPOSIT CAPTURE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE REMOTE DEPOSIT CAPTURE SERVICES WILL BE AVAILABLE, TIMELY, SECURE OR ERROR FREE.

xvi. **Other Agreements.** Your access to or use of the Remote Deposit Capture Services or RDC Technology could be affected by any other agreement you have with other parties that enable you to use the service, including with any party that supports or provides service to your Device. We have no responsibility under these other agreements and such agreements will not change your obligations and duties you have under this Agreement.

B. Bill Payment Services. Subject to the terms, provisions and conditions of this Agreement and this Section X (B) (Bill Payment Services), if approved by us, we may provide you with our Bill Payment Services (“Bill Pay Services”) in connection with your. If approved for Bill Pay Services, you will have the ability to send money from your Account to another person or entity for repayment of a bill by providing us with the names and account information of those persons or entities to whom you wish to direct payment (“Billers”).

i. **Payment Authorization.** By providing us with the names and account information of Billers to whom you wish to direct payments, you authorize us to follow your payment instructions that we receive through the Bill Pay Services (“Payment Instructions”). You are also authorizing us, upon our receipt of the Payment Instructions, to debit your Account and remit funds on your behalf to the Biller as close as reasonably possible to the scheduled Payment Date and, for any returned payment, you authorize us to credit your Account. Further, you authorize us, when necessary, to alter your Payment Instruction, including the data and/or formats of such data in such instruction, in order to properly process your payment through any electronic method.

ii. **Payment Remittance Methods.** We reserve the right to select the method in which to remit funds on your behalf to any Biller. The payment methods we may elect include, but are not limited to, automated clearing house (“ACH”) payments, credit or debit card payments, wire transfers, by electronic check payment or other electronic payment such as by a virtual account number (“vAccount”). We support payments from and to all U.S. financial institutions. If we process your payment via ACH, you authorize us to debit your Account in increments or as a lump sum and remit such funds in accordance with your Payment Instructions and, you also give us the right to remit any returned ACH debit due to insufficient funds, uncollected funds or any other reason.

iii. **Setting Up The Bill Payment Services.** In order to use the Bill Pay Services, you must (i) be a U.S. citizen or domiciled in the U.S., (ii) be eighteen (18) years of age and able to form legally binding contracts under applicable law; (iii) have a valid Account with us; and (iv) have a valid and active e-mail address. Payments remitted through our Bill Pay Services may only be made to and by U.S. payment methods. We may, in our sole discretion, impose limits on the size, frequency, and timing of payments sent through the Bill Pay Services, on a per transaction or a cumulative basis, and change those limits at any time.

a. **Biller Set-Up.** To utilize the Bill Pay Services, you may enter payment information for your Billers. You must provide us with the correct and current payment information for each Biller, including, but not limited to the Biller’s (i) name; (ii) address for payment; (iii) telephone number and email address; or (iv) Biller’s routing and account number for receipt of payment. You are responsible for verifying the accuracy of the Biller’s information prior to scheduling any payment. We will not be responsible or liable to you for any losses or damages as a result of a Biller’s actions or inactions. If you provide us with a Biller’s bank routing and account number, you represent and warrant to us that you have obtained such Biller’s authorization and consent to provide us such information.

b. **Biller Limitations.** We reserve the right to refuse to set up or pay any Biller whom you may direct a payment. We will notify you promptly if we decide to refuse the set-up of or payment to any Biller. However, we will not have any obligation to provide you with such notification if any payment to such Biller is prohibited under the terms of this Agreement.

c. **Payment Limits.** You have the ability to send or receive payments through the Bill Pay Services subject to any limits we may set for your use of the Bill Pay Services (the “Payment Limits”). We will provide you with your individual Payment Limits and such Payment Limits may, from time to time, be changed or be adjusted in our sole discretion and without prior notice. In the event that you submit a payment that exceeds your Payment Limits, we will notify you and you will be asked to resubmit your Payment Instruction.

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iv. Submitting Payment Instructions. You can submit a Payment Instruction for immediate and/or future remittance to a Biller you have set-up through the Bill Pay Services. Your Payment Instructions must include at least the (i) name of the Biller; (ii) payment amount; and (iii) your statement, invoice or account number with such Biller. At the time of submitting your Payment Instruction, we may require additional information about your Payment Instruction or the Biller. By sharing this information with us, you authorize us to share this information with the Biller for which you are directed a payment. Further, by submitting a Payment Instruction through the Bill Pay Service for goods and/or services, you are agreeing that you have received the goods and/or services, you are satisfied with such goods and/or services and that you waive any right to claim such goods or services are not satisfactory to you or were untimely delivered to you.

v. Making a Payment. Any Payment Instruction you submit to us for processing requires sufficient time for us to process and remit payment as you have instructed to your designated Biller. When scheduling your payment, you will be required to select the date (the "Payment Date") on which we will debit your Account to remit payment to your designated Biller. You should make careful consideration when selecting a Payment Date such as, but not limited to, any date the payment is due, any grace period, whether the Biller's date for payment does not fall on a Business Day to avoid late fees for a late payment. The Payment Date you choose should provide for the necessary Business Days prior to when your due date falls to avoid being late on our payment and incurring a late fee or other penalty. We are not responsible for scheduling your payments. You are responsible for ensuring your payments are scheduled appropriately and in accordance with terms and requirements of your Billers. We will not be responsible for any refund, reimbursement or any other repayment to you for any late payment or late fees for any payment we remit to your Biller that is done in accordance with your Payment Instructions or any other circumstance that we do not control.

The Bill Pay Services will indicate the earliest possible date we are able to process each of your payments. We will use commercially reasonable efforts to process and remit your payment within one to two Business Days following the Payment Date. However, we will not be obligated to process your payment within the one to two Business Days if the size of the payment is subject to and/or the payment is subject to review by us under subsection viii, below. You are solely responsible for selecting the Payment Date and ensuring that such date allows for sufficient enough time for the payment to be remitted and received by your Biller's due date. If any Payment Instruction fails, we will not be able to process your payment request and we will provide you notice.

vi. Scheduling a Payment. Through the Bill Pay Services, you have the option of scheduling a single, one-time payment, or a recurring payment to your designated Biller(s) ("Scheduled Payment"). In order to schedule a payment, you must assign the payment or recurring payment a Payment Date that is in the future and that will remain valid through the date we process your Payment Instruction. When you schedule a payment, you authorize us to process your Scheduled Payment, to make a withdrawal from your Account for the amount of the Scheduled Payment, remit the Scheduled Payment to your designated Biller on your behalf and debit your Account for any applicable and related Bill Pay Service fees. We will use commercially reasonable efforts to process Scheduled Payments per your Payment Instructions and will only process such instructions on a Business Day. If you selected a Payment Date that is not a Business Day, the payment will be processed on the next Business Day.

We will not be liable to you for any Payment Instruction and/or Schedule Payment if: (i) there are insufficient funds in your Account to complete the payment transaction; (ii) your Account is closed, suspended, or frozen for any reason; (iii) we are prohibited from making withdrawals from your Account by Legal Process or regulatory authority; (iv) the Payment Instruction is fraudulent or violates any law or regulation in connection with the Bill Pay Services; (v) there is any interruption, malfunction, error, disruption to any telecommunication device, internet connectivity, payment terminal or any part of the electronic fund transfer system or any such device, connectivity or system is not operable; (vi) we are provided with inaccurate or incomplete information regarding the payment and/or Biller information; (vii) you failed to follow the terms and conditions for accessing and use of the Bill Pay Services; (viii) you scheduled a payment when you knew or were notified and advised that the Bill Pay Services were not operating properly at the time you instructed such payment; (ix) there is a delay in delivery of such payment due to a postal delay; (x) there are circumstances beyond our control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the remittance of your payment to any Biller; (xi) your access to or use of the Bill Pay Services have been cancelled; (xii) your password is reported lost or stolen or we suspect your password is compromised and is being used in an unauthorized or fraudulent manner; or (xiii) where otherwise an exception to such liability is set forth in the terms of the Agreement. We will not be liable, under any circumstance, for any failure to provide access to any Account you have with us through the Bill Pay Services.

We have no obligation to honor any Payment Instruction from you if any portion of the instruction is not provided in accordance with the terms and conditions applicable to the Bill Pay Services or any related Account; would result in us exceeding any limitation pursuant to any current and/or future Federal Reserve guidelines; would violate any applicable law or rule or regulation of any federal or state regulatory authority; or is not in accordance with our policies and procedures.

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vii. **Billers Communications.** When you use the Bill Pay Services, you are authorizing us to contact any of your Billers to determine if such Biller has the ability to accept payment by any payment method we may elect. We may also contact your Billers to request any appropriate adjustments to such payment in accordance with your Payment Instructions, to process your Stop Payment Request, or to reverse any amount that was incorrectly remitted to such Biller. In any communication we may have with a Biller, you authorize us to disclose our relationship with you to such Biller. You acknowledge, agree and warrant to us that you have the right, authorizations and consents of each of your Billers that permit us to contact each Biller for the above-referenced purposes.

viii. **Reviewing Payments.** We have the right, at any time, to post your submission of any Payment Instruction, to review such payment to better understand the nature and/or purpose or reason for the payment. If we determine to review any payment, we will place a temporary hold on delivery of your payment for as long as reasonably required for us to conduct and complete our review. Such review may include a review and inquiry of, but not limited to, your Biller, your Account, a bill, statement or invoice, payment history and any other relevant circumstances, factors or other information as determined by us. By use of the Bill Pay Services you agree to such reviews and agree to cooperate in such reviews. You acknowledge that if such review is conducted, we will not be responsible or liable for any delayed, incomplete, insufficient or other negative result in the delivery of the payment that is subject of such review.

ix. **Returned Payments.** Payments may be returned to us at any time and for various reasons. For example, but without limitation, your payment may be returned due to an invalid bank routing and account number for your Biller, the address for the Biller is incorrect, the Biller has no forwarding address or such address has expired, your account with any Biller is paid in full or the Biller cannot locate an account number with Biller to apply such payment or the Biller refuses to accept the payment. We will not be responsible for any returned payments or any resulting losses or damages. For any returned payment, we will take commercially reasonable efforts to provide you with prompt notice of such returned payment and you will have the option to void the payment and either have the payment reissued or apply a credit to your Account. If no option is selected, we will void the payment and apply a credit to your Account. In such an event, you hereby authorize us to make such credits to your Account.

x. **Insufficient Funds.** You must have sufficient funds in your Account to use the Bill Pay Services, including, but not limited, to sufficient funds to cover any payment instructed from your Account, any returned payments, reversals, associated fees and any other obligations under this Agreement. You are responsible for immediately reimbursing us for any returned payment due to insufficient funds, including any associated fees and expenses we may incur as a result of paying your Biller. You agree that we have the right to debit any Account you have with us for any amounts and associated fees incurred by us in remitting payment to your Biller. In addition, we may withhold funds from any payment to any Biller if you have an outstanding balance due and owing to us. You will be accountable and liable for any penalties, late fees, service fees, interest charges or other fees and expense from such a debit to the Biller.

xi. **Payment Cancellations.** You are responsible for cancelling, skipping, rescheduling and/or modifying any Scheduled Payment. You may cancel, skip, reschedule or modify your payment before it is processed without charge. If we have begun to process your payment, you will not be able to cancel, skip, reschedule or otherwise modify your payment and will need to submit a request to stop the payment ("Stop Payment Request"). We reserve the right to refuse to cancel a Scheduled Payment for any reason.

xii. **Stop Payment Requests.** You can cancel, reschedule and/or modify a payment after we have begun processing it by contacting us to make a Stop Payment Request. We will take commercially reasonable efforts to process a Stop Payment Request we receive from you. Any Stop Payment Request must be communicated to us in sufficient and reasonable amount of time to permit us to act upon your Stop Payment Request. We will not be responsible or liable for any failure of any Stop Payment Requests. You agree that we may charge an additional fee for each Stop Payment Request. Any Stop Payment fee will be set out in the Fee Schedule under Exhibit 1 of this Agreement.

xiii. **Chargebacks.** Any chargeback, ACH return, reversal or other similar effort for any payment that we have already remitted to the Biller, you agree to assign to us any claims you may have against such Biller that is associated with the chargeback, ACH return, reversal or claw back and you authorize us to contact such Biller to seek reimbursement for any payment we have remitted to such Biller that is connected to your initiation of a chargeback, ACH return, reversal or claw back.

xiv. **Bill Pay Service Fees.** You understand that we may charge fees for access to and use of the Bill Pay Services. Any fees applicable to your use of the Bill Pay Services will be set out in the Fee Schedule, attached as Exhibit 1 to this Agreement. .

xv. **Prohibited and Restricted Use.** You are not permitted to use the Bill Pay Services to submit Payment from or to any Biller outside the United States or its territories or for any other purpose that is on Bank's prohibited or restricted list, that is prohibited by applicable law or rule or regulation of any regulatory authority, that is presented for any fraudulent or criminal purpose. In addition, we have no obligation to process any payment that is made for the purpose of donating or paying any unauthorized charge or non-profit organization.

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We will not be liable for refusing to or prohibiting any Scheduled Payments related to or that is connected with any of the above prohibited or restricted payments.

xvi. Securing Access to the Bill Pay Services. You agree not to make your password or other credentials available to any other person or entity to access the Bill Pay Services and your Account. You understand and agree that you will be responsible for all payments, Payment Instructions, Schedule Payments or other payment requests that are made using the Bill Pay Services. If you permit any other person to access or use the Bill Pay Services, you are responsible for any payments they authorize. If you suspect that your password or other credentials to the Bill Pay Services are compromised, lost or stolen, please contact us immediately.

xvii. Bill Pay Service Disclaimer of Warranties.

a. WITHOUT LIMITING ANY OTHER DISCLAIMERS SET FORTH IN THIS AGREEMENT, THE BILL PAY SERVICES ARE PROVIDED “AS IS” WITHOUT WARRANTY CONDITION OR REPRESENTATION OF ANY KIND, EITHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

b. We do not have any control over the products and/or services you pay for using the Bill Pay Services and we cannot ensure that any Biller you submit payment to is authorized to and/or will complete the payment transaction. We do not warrant or guaranty that the Bill Pay Services will be continuous, uninterrupted or a secure access to the Bill Pay Services.

xviii. Compliance with Employment Laws. To the extent that we process any payment through our Bill Pay Services to an independent contractor, you acknowledge and agree that you are responsible for compliance all applicable employment law, including all wage and hour laws, and all other applicable state and federal laws that regulate the time, place, and manner of payments for service performed as an independent contractor. We are providing you with the ability to use the Bill Payment Services as a way to transmit payments on your behalf and we are not responsible for complying with any laws pertaining to the classification of independent contractors and payment for their services.

xix. Tax Payments and Court Order Payment Instructions. Any tax payments and court ordered payments are discouraged and if you schedule such payments through the Bill Payment Service, are doing so at your own risk. We are not and will not be liable for any damages, losses, expenses, claims or other liabilities resulting from or in connection with such payments.

xx. Cancelling, Suspending or Terminating the Bill Pay Services. If you wish to cancel your Bill Pay Services, please contact us at +1 866-356-1201. We will complete any payment(s) that we are processing at the time of your cancellation request. Any recurring Scheduled Payments will be cancelled and not processed. We may terminate or suspend your access to or use of the Bill Pay Services at any time and for any reason. Your obligations or liabilities under this Agreement will not be affected by any cancellation, suspension or termination.

**EVOLVE BANK & TRUST
CUSTOMER ACCOUNT AGREEMENT**

**Exhibit 1
FEE SCHEDULE**

Fee Description	Fee Amount and Frequency	Additional Details
Monthly Fees	None	No Fees to Maintain an Account.
Insufficient Funds/NSF Fee(s)	\$15	Subject to Change.

**EVOLVE BANK & TRUST
CUSTOMER ACCOUNT AGREEMENT**

**Exhibit 2
TRANSACTION LIMITS**

Withdrawal Method	Limitations for New Accounts	Limitations for Your Account
ACH Transfers (credit) to an external financial institution or Linked Bank Accounts	\$30,000/day	\$30,000/day