

Spend Card Pricing Disclosures

These Pricing Disclosures show fees and other important information about your Account issued by Column N.A. and are part of your Commercial Credit Card Agreement ("Card Agreement"). All capitalized terms not defined in these Pricing Disclosures are defined in the Card Agreement.

Spend Card Summary	
Company (Borrower)	{{business_name}}
Creditor	Column N.A.
Credit Limit	{{credit_limit}}
Interest Rates and Interest Charges	
Interest Charged	0%
Annual Percentage Rate (APR) for Purchases	0%
Fees	
Statement Fee for Pay Over Time	{{statement_fee_percent}} ¹ of the Outstanding Balance ²
Repayment Frequency for Pay Over Time	{{repayment_frequency}} Debited separately for each repayment of a Pay Over Time Balance.
Repayment Rate for Pay Over Time	The percentage of Merchant Sales that will be debited to repay the Pay Over Time Balance The Repayment Rate for your Pay Over Time Balance is disclosed to you via e-mail and in your Statement provided in the Parafin Platform. It is calculated by determining the percentage of estimated Merchant Sales that will repay your Pay Over Time Balance in approximately nine (9) months.
Annual Fee	\$0
Returned Payment Fee	\$25.00

¹ The Statement Fee percentage may vary but will not exceed 16%. We will notify you of any changes before such changes go into effect.

² The Outstanding Balance is equal to the amount of the Minimum Payment Due in a Billing Period that you did not pay by the end of the Grace Period.

Spend Card Agreement

PLEASE READ THIS CARD AGREEMENT CAREFULLY. THIS CARD AGREEMENT INCLUDES AN ARBITRATION CLAUSE (EXHIBIT A). UNLESS YOU PROPERLY REJECT THE ARBITRATION CLAUSE, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH US. FOR EXAMPLE, IF WE ELECT TO REQUIRE YOU TO ARBITRATE ANY CLAIM, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION. THE ARBITRATION CLAUSE DOES NOT APPLY IF, AS OF THE AGREEMENT DATE, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT.

This Commercial Credit Card Agreement ("**Card Agreement**") is a contract between Column N.A., Member FDIC ("**Bank**", "**Column**", "**we**", "**us**", "**our**") and {{business_name}} ("**Company**," "**you**", "**your**") and governs the use of your Account and related Card(s) issued by Bank. This Card Agreement includes the Pricing Disclosures that apply to your Account, our Privacy Notice (available at <https://column.com/legal/privacy-notice>), the Arbitration Clause (Exhibit A), all disclosures and materials provided to you before and when you applied for and/or opened your Account, and any supplements or amendments to this Card Agreement. By signing this Card Agreement, you acknowledge receipt of a completed copy of this Card Agreement and your understanding of its terms, including the Arbitration Agreement, and you also accept all the terms in this Card Agreement. Additionally, you accept this Card Agreement if you or an Authorized User activate a Card or use the Account or a Card. By completing an application for the Account, you agree to the Arbitration Agreement even if you or an Authorized User do not use the Account or a Card.

For avoidance of doubt, Column N.A. (and not its agents and assignees) is the originator and creditor of your Account.

THIS IS A COMMERCIAL CREDIT CARD. YOU AGREE NOT TO USE THE CARD FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES AND NOT TO REPAY US FROM ANY CONSUMER ACCOUNT.

1. Definitions

The following terms in this Card Agreement have the meanings set forth below. The definitions of other terms not included below can be found within this Card Agreement.

"Account": The commercial credit card account provided by us.

"Authorized User": Any person who you and we authorize to make Transactions on your Account after you give us that person's name as an authorized user and any other information we may require.

"Available Credit": The amount of credit that is available for you to make Transactions with your Account at any given time.

"Balance": The total outstanding and unpaid amount you owe on your Account, including fees, charges, and any and all other amounts you owe us under this Card Agreement.

"Balance Transfer": The transfer of a balance from another credit account to your Account.

“Beneficial Owner”: Any individual who directly or indirectly owns at least 25% of the equity interests in Company and an individual with significant responsibility for managing the Company, such as an executive officer, managing member, or general partner, as set forth in 31 C.F.R. § 1010.230.

“Billing Period”: A calendar month period.

“Business Day”: Monday through Friday, except for federal holidays, and any other holiday on which banks in California are permitted to be closed.

“Card”: One or more cards or other access devices, including your Account number or physical or virtual card, that we issue or otherwise provide to access your Account to obtain credit.

“Cash Advance”: The use of your Card or Account to get cash or what we consider a cash equivalent.

“Closing Daily Balance”: For each day, the beginning balance of your Account plus any Purchases and Fees that day and less any payment or credit that day. But, the Closing Daily Balance is never less than \$0.

“Company”: The commercial business that applied for the Account and for which the Account is established, or which is responsible for repaying all amounts due on the Account under this Card Agreement.

“Confidential Information”: The provisions of this Card Agreement and any other related documentation and information that we provide to you.

“Control”: The (i) ownership or beneficial ownership, directly or indirectly, of 50% or more of the economic interests in Company or of any class of stock or voting equity interests; (ii) right to elect executive officers or a majority of Company’s board of directors; or (iii) right or power to manage Company’s day to day operations and management decisions.

“Credit Limit”: The maximum amount of credit we may extend to you under the Account.

“day”: A calendar day, unless otherwise provided.

“Demand Deposit Account”: Your business demand deposit account with us, and all amendments, extensions, renewals, substitutions, and replacements thereof.

“Grace Period”: A seven-day period following the Payment Due Date.

“Linked Bank Account”: A business demand deposit account that is held by a U.S. financial institution that is acceptable to us and linked to your Account in the Parafin Platform. The Linked Bank Account may not be established primarily for personal, family, or household purposes. For the avoidance of doubt, your Linked Bank Account is also the account that you use for your Marketplace transactions.

“Marketplace”: A merchant platform, including but not limited to, an online e-commerce site and mobile application, (i) through which Company conducts business and (ii) is integrated with the Parafin Platform.

“Merchant Sales”: The net amount of sales or transactions you record through any Marketplace in a Billing Period.

“Minimum Payment Autopay”: Pre-authorized recurring payments automatically deducting the amount of the New Balance from your Linked Bank Account.

“Minimum Payment Due”: The amount you must pay each Billing Period. The Minimum Payment Due for a Billing Period equals the New Balance, if any, at the end of a Billing Period.

“New Balance”: The Closing Daily Balance at the end of a Billing Period.

“Outstanding Balance”: The amount of the Minimum Payment Due in a Billing Period that you did not pay by the end of the Grace Period.

“Over-the-Limit Amount”: Any amount by which your Balance exceeds your Credit Limit or Available Credit on a given day.

“Parafin Platform”: Servicer’s applications that allow you to access your Account online including those made available through the Marketplace.

“Pay Over Time Autopay”: Pre-authorized recurring payments automatically deducting the amount of the Repayment Amount from your Linked Bank Account.

“Pay Over Time Balance”: The amount of any Outstanding Balance plus the amount of the Statement Fee.

“Payment Bank”: The bank or other financial institution designated in the Partner App. Bank may or may not be the Payment Bank.

“Payment Due Date”: 11:59 p.m. PT on the last day of each Billing Period is the Payment Due Date for the Billing Period.

“Pricing Disclosures”: The Pricing Disclosures we or Servicer provided to you after approving you for the Account.

“Purchase”: The use of your Card or Account (including through the use of an enabled Mobile Device) to buy or lease goods or services. Purchases do not include Cash Advances or Balance Transfers.

“Repayment Amount”: The amount at any time that equals your Merchant Sales multiplied by your Repayment Rate.

“Repayment Rate”: The percentage of Merchant Sales to be debited from each transaction in order to repay your Pay Over Time Balance.

“Servicer”: Parafin, Inc.

“Statement”: A summary of Account activity and amounts you owe in a Billing Period.

“Transaction”: A Purchase.

“We,” “us,” and “our”: Column N.A., and its divisions or assignees, and its successors and assigns, and also includes, unless otherwise indicated, its agents and representatives.

“you” and “your”: The Company.

2. Account Eligibility; Conditions Precedent to Using Your Account

Subject to this Card Agreement, we may issue you a business-purpose credit card. Our obligation to extend credit under this Card Agreement shall be subject to the fulfillment of all of the conditions set forth in this Card Agreement.

- a. **Organization.** Company must be a commercial entity or sole proprietor authorized by applicable law as we may permit. Only companies organized and registered in the United States may apply for an Account or use the Account or Card. Individual consumers and persons organized and/or registered outside the United States are not permitted to open or use or attempt to open or use an Account or Card. Company must be duly organized and remain in good standing under the laws of its jurisdiction of organization at all times.
- b. **Demand Deposit Account.** You may also have and maintain a Demand Deposit Account. The terms and conditions of your Demand Deposit Account, and the circumstances under which you may withdraw funds from the Demand Deposit Account, are set forth in the terms and conditions governing your use of the Demand Deposit Account.
- c. **Linked Bank Account.** You must link a Linked Bank Account to your Account in the Parafin Platform to be eligible for and use the Card. Such account will be used for Minimum Payment Autopay and, if applicable, Pay Over Time Autopay.
- d. **Marketplace.** You must have an account with an eligible Marketplace. You expressly authorize and consent to allowing the Marketplace(s) to share information about you and your selling activity on such Marketplace(s) ("Marketplace Data") with Bank and Servicer, and agree that all information you have provided to the Marketplace that may be provided to us or that you otherwise provide directly to us is accurate, current and complete information. You agree that sharing such data from the Marketplace is a valuable consideration not only for obtaining the Account and the Card but for ongoing servicing of the Account and use of the Card. Should our or Servicer's access to Marketplace Data be withheld or revoked by you, such withholding or revocation would be considered an Event of Default.

3. Your Account

- a. **Credit Card Account.** Each Card is a credit card that accesses an open-end credit account issued by us. No Card associated with the Account is a debit card.
- b. **Using Your Account.** When you make a Transaction using your Account or a Card, we extend credit to you in the amount of the Transaction, not to exceed your Credit Limit. The amount of the Transaction, plus any applicable fees or charges, will be added to the Balance on your Account and will reduce your Available Credit by the same amount.
- c. **Permitted Account Use.** You acknowledge and agree that the Account is intended to be used for Company's lawful business or commercial purposes only. **You may not use the Account for personal, family, or household purposes, or illegal purposes, or in any manner not permitted by this Card Agreement.** We may provide you with notices or take other actions required for consumer-purpose accounts without making the Account subject to such laws. We may refuse to process any transaction that we believe may violate the terms of this Card Agreement or applicable law, or may pose significant risk to us. If you use your Account in a manner that is not permitted, this Card Agreement still applies, and you are liable for those transactions. You also may be liable to us for any damages and/or expenses resulting from such use. Additionally, you will be in default and we may close your Account. Neither we nor Servicer are liable for any damages or other liability resulting from such use.
- d. **Foreign Transactions. The Card cannot be used for Foreign Transactions.** A "Foreign Transaction" is any Transaction (1) made in a foreign currency, or (2) made in U.S. dollars if the Transaction is made or processed outside of the U.S. Foreign Transactions include, for example, online Transactions made in the U.S. but with a merchant who processes the Transaction in a foreign country.

- e. **Promise to Pay.** *You promise to pay us the Balance on your Account, including, without limitation: Transactions you make, even if you do not present the Card or sign for the Transaction; Transactions that other people make if you let them use or access your Account; and Transactions any Authorized User makes or permits others to make.* If you let someone else use the Account or a Card, you are responsible for all charges made by that person, even if that person's use exceeds their authority to use your Account or the Card, whether or not you have notified us that the person will be using your Account. If you are responsible for paying any Balance, we may refuse to release you from liability until all of the Cards outstanding under the Account have been returned to us or destroyed at our request and you repay us the Balance owed to us under the terms of this Card Agreement.
- f. **Virtual Cards and Physical Cards; Activating Your Card.** We may permit you to obtain a virtual Card using the Parafin Platform or in a third-party wallet service and use the virtual Card to make Transactions on your Account. Your use of a virtual Card may be subject to additional terms and conditions, which you must accept when you obtain or access a virtual Card, and which are incorporated by reference herein. You may not be able to use a virtual Card at any terminal that does not have the technology necessary to accept a virtual Card. We are not responsible for any third-party wallet service. You also may receive a physical Card, which you must activate before it can be used. You can activate a physical Card by following the instructions on the Parafin Platform. We may require you to provide personal information in order to verify your identity before we will activate a physical Card. You must return any physical Card to us or destroy it if we ask you to do so.
- g. **Transactions.** You may use your Card and Account and obtain credit from us to make Transactions at merchants that honor Visa credit cards. By swiping or tapping your virtual or physical Card or entering your Card information at the point of sale, you authorize us to post the Transaction to your Account. Each time you make a Transaction or a Transaction posts to your Account, your Available Credit will be reduced by the amount of the Transaction. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet Purchase), the legal effect will be the same as if you used the Card itself. You agree that we may rely on information provided by merchants and your applicable payment network to categorize transactions, as well as merchant category. Cash Advances and Balance Transfers are not available on your Account under this Card Agreement. You may not use or permit your Account to be used for Cash Advances or Balance Transfers.
- h. **Parafin Platform.** You can obtain information about your Account through the Parafin Platform, such as Transactions, the Balance, and any fees or charges. No additional paper or electronic statement will be provided to you. While we do our best to provide the most up-to-date information about your Account, there may be some delay in reflecting new Transactions, and we cannot guarantee the accuracy of information displayed through the Parafin Platform.

4. Credit Limit and Available Credit

We assign a Credit Limit to your Account. You understand that we may, at any time, adjust your Credit Limit, including automatic Credit Limit increases if you qualify, based on the use of your Account, your payment history, and other factors, at our discretion. We may adjust your Credit Limit without prior notice to you, except as prohibited by law. You may not request any increases to your Credit Limit. Your Balance may never be greater than your Credit Limit.

You agree that you will not exceed or attempt to make any Transaction that would cause you to exceed your Credit Limit or Available Credit, unless otherwise authorized by us. **We are not required to extend credit up to the Account's Credit Limit if it would cause you to exceed the Account's Available Credit.**

We may, in our sole and absolute discretion, honor your request for a Transaction that will result in an Over-the-Limit Amount, but, if we do, it will not increase your Credit Limit, and you will still be liable for any amounts incurred by any Transaction that exceeds your Credit Limit. This Card Agreement applies to your Balance, including any Over-the-Limit Amount, and any applicable finance charges and other fees will apply to the Over-the-Limit Amount as they do to other balances on your Account. If you exceed your Credit Limit, you must immediately repay the Over-the-Limit Amount.

5. Authorizations; Transaction Limitations; Holds

- a. **Authorizations and Holds.** If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may pre-authorize the Transaction amount up to \$75.00 or more. If your Card is declined even though you have sufficient Available Credit, pay for your Transaction inside with the cashier. If you use your Card at a restaurant, a hotel, or for similar purchases, the merchant may pre-authorize the Transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any pre-authorization amount will place a “hold” on your Available Credit in that amount until the merchant sends us the final payment amount of the Transaction. Once the final payment amount is received, the pre-authorization amount on hold will be removed. It may take up to seven (7) Business Days or more for the hold to be removed. During the hold period, you will not have access to the pre-authorization amount. If you authorize a Transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of Available Credit for up to thirty (30) days or more.
- b. **Refusal to Honor Your Account.** Notwithstanding any other provision of this Card Agreement, and regardless of your then-current Credit Limit or Available Credit, we may decline to authorize any Transaction for any reason at our sole discretion. Additionally, we may limit the number of Transactions that may be approved in a single day. Neither we nor Servicer are responsible for any losses you incur if we do not authorize a Transaction. A terminal, financial institution, business, merchant, merchant’s financial institution, or other third party may refuse to honor a Card or your Account. Neither we nor Servicer are responsible for any losses you incur if any such party refuses to accept your Card or Account number or process the Transaction you request for any reason.
- c. **Recurring Preauthorized Transactions.** Recurring preauthorized Transactions occur when you authorize a merchant to automatically initiate a Transaction using your Account on a recurring basis. If you authorize a merchant or other person to charge your Account for recurring preauthorized Transactions, you must notify the merchant if: we issue a new Card with a different number or expiration date to you; your Account number changes; or your Account is closed. These Transactions may continue to be charged to your Account until you change the billing information with the merchant directly. We also may (but are not obligated to) provide your new Card number and expiration date to a merchant with whom you have set up a recurring preauthorized Transaction in order to continue your recurring preauthorized Transactions.
- d. **Receipts.** You may obtain receipts to maintain a record of your Transactions. You may need a receipt in order to verify a Transaction with a merchant.
- e. **Quality of Goods; Refunds.** Neither we nor Servicer are responsible for the delivery, quality, safety, legality, or any other aspect of the goods or services that you purchase from a merchant with your Account or a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased. If a merchant provides you a refund for any reason for goods or services obtained with your Account or a Card, you agree to accept a credit to your Account for such refunds, in accordance with the refund policy of that merchant. If the merchant provides you such a refund, the credit to your Account may not be immediately available. We have no control over when a merchant sends a credit transaction, and the credit to your Account may not be available for a number of days after the date the refund transaction occurs. We will choose how to apply the credit to your Balance. If you receive a

refund, we may in our sole discretion first apply the refund amount to any Balance on your Account. Please contact Servicer at {{support_email}} or {{support_phone}} if you believe a merchant credit has not been applied properly.

6. Fees

Fees and charges will apply to your Account as set forth in the Pricing Disclosures, this Card Agreement, any subsequent disclosures, change-in-terms notices, and any other fee schedule provided in connection with your Account. The application and payment of a fee will not alter the situation that caused the fee to be charged. Each time you incur a fee or charge, the amount of the fee or charge will be added to the Balance on your Account and will reduce your Available Credit by the same amount. We may charge additional fees for services you request in accordance with applicable law if agreed between you and us.

- a. **Interest.** We do charge any interest on the Balance on your Account. We do not pay interest on overpayments or credit balances on your Account.
- b. **Statement Fee.** The Minimum Payment Due you must pay each Billing Period equals the New Balance (if any) for the prior Billing Period. If you fail to pay the entire Minimum Payment Due by 11:59 p.m. PT on the last day of the Grace Period following the applicable Payment Due Date, we will charge you a Statement Fee set forth in the Pricing Disclosures.

The Spend Card Statement Fee ranges from 11% to 16% of the Outstanding Balance. Your Statement Fee is based on the consistency and frequency of your recent Merchant Sales and an estimate of your future Merchant Sales as may be determined by us from time to time. We will notify you via Servicer if your Statement Fee changes prior to the beginning of the Billing Period to which such new Statement Fee percentage would apply to any Outstanding Balance.

7. Payments

- a. **Minimum Payment Due.** Each Billing Period, your Minimum Payment Due equals the New Balance at the end of the prior Billing Period. You must pay us at least the Minimum Payment Due by the Payment Due Date. You may pay all or part of the New Balance, and new Purchases, at any time without penalty.
- b. **Payment Cut-Off Time; Payment Instructions.** When making a payment, you must follow the instructions in this Card Agreement and any additional instructions shown in the Parafin Platform. If you do not follow our payment instructions, we may not accept your payment, or there may be a delay in crediting your Account. Neither we nor Servicer are responsible for payment delays that may occur as a result of holidays, processing errors, or other events beyond our control. We may process a late payment, partial payment, or a payment marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Card Agreement. Our acceptance of partial payments does not change your obligation to pay us all amounts you owe us under this Card Agreement when due.
- c. **ACH Authorization; Repayment Method; Automatic Payments.** Unless you have opted out of Minimum Payment Autopay in the Parafin Platform, we or Servicer, will automatically debit the Linked Bank Account you indicated in the Parafin Platform in the amount of the Minimum Payment Due on or after the Payment Due Date. **You expressly authorize and direct Bank or Servicer to debit your Linked Bank Account for the Minimum Payment Due on or after the Payment Due Date.** You may opt out of Minimum Payment Autopay on the Parafin Platform. You may also make a one-time payment at any time on the Parafin Platform.

If you do not pay the Minimum Payment Due in accordance with this Card Agreement, a

Statement Fee will be applied in accordance with Section 6. The Statement Fee and the Outstanding Balance will comprise your Pay Over Time Balance and the total amount will be added to your Balance. You expressly authorize and direct Bank or Servicer to debit your Linked Bank Account for the Repayment Amount at the Repayment Frequency to repay your Pay Over Time Balance. The Repayment Rate for your Pay Over Time Balance will be a percentage of your Merchant Sales and is calculated by determining the percentage of estimated Merchant Sales that will repay your Pay Over Time Balance in approximately nine (9) months.

Any such payments may be initiated as intrabank transfers if Bank is the Payment Bank and otherwise as ACH transactions. If your payment from the Linked Bank Account is returned for any reason, including insufficient funds, we or Servicer may, in our discretion, attempt to process the entry up to two additional times, if permitted by law and payment network rules. Our failure to collect the full Minimum Payment Due by intrabank transfer or ACH at any time does not relieve you of your obligation to pay the full Minimum Payment Due. You must arrange for payment of the shortfall through a wire transfer, ACH transfer or check payment in a manner acceptable to us. You may not make payments with funds from your Account or any other credit account with us. By authorizing a payment, you also authorize us and Servicer to debit or credit your Linked Bank Account to correct any errors or process returned and reversed payments, unless prohibited by law or payment network rules.

You indemnify and hold us and Servicer harmless from any claims by any other owner of a Linked Bank Account. You are responsible for any fees charged by the Payment Bank as a result of payments we attempt to initiate. If your payment from a Linked Bank Account is returned for any reason, you may separately be responsible for fees charged by the Payment Bank holding the Linked Bank Account, including fees related to ACH transactions, other payments, overdrafts, or returned payments. You are solely responsible for any fees charged in connection with the Linked Bank Account, even if we have knowledge of or reason to believe that you will incur such fees. You acknowledge and agree that payments initiated as ACH transactions to the Linked Account are governed by the National Automated Clearing House Association's rules related to business-related ACH debits and credits.

- c. **Reconciliation of Sales.** You acknowledge and agree that we reserve the right to recalculate the Repayment Rate if we learn that the Merchant Sales provided to and relied upon by us to calculate your Repayment Rate were incorrect or inaccurate and debit such updated Repayment Amount(s) to correct any errors.
- d. **Effect of Payment on Available Credit.** Your Available Credit may be increased by the amount of your payment within a reasonable time after that payment is received, provided you have not exceeded your Credit Limit. We may delay the change to your Available Credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account.
- e. **Order of Payments for Automatic Payments and Manual Payments.** Minimum Payment Autopay payments are applied to the applicable Minimum Amount Due. Pay Over Time Autopay payments are applied to the corresponding Pay Over Time Balance.

NOTWITHSTANDING THE FOREGOING, ANY PAYMENT THAT IS MANUALLY SCHEDULED BY YOU WILL BE APPLIED TO THE BALANCE IN THE FOLLOWING ORDER:

1. FIRST, TO REPAY RETURNED PAYMENT FEES, IF ANY,
2. SECOND, TO THE MOST RECENT MINIMUM PAYMENT DUE
3. THIRD, TO THE BALANCE FOR YOUR CURRENT BILLING PERIOD
4. FOURTH, TO YOUR PAY OVER TIME BALANCE IN CHRONOLOGICAL ORDER.

IN THE EVENT OF A MANUAL PAYMENT, YOUR NEXT AUTOMATIC PAYMENT(S) WILL STILL BE DEBITED ON THE REGULAR SCHEDULE.

EXAMPLE SCENARIO: A Company is still within the Grace Period for paying a \$500 Minimum Payment Due for the prior Billing Period (Balance 1). The Company has also incurred \$100 in charges in the current Billing Period (Balance 2) and is paying down a \$500 Pay Over Time Balance (Balance 3). The Company makes a one-time manual payment of \$1,000. We will credit \$500 to Balance 1, then \$100 to Balance 2, and then the remaining \$400 to Balance 3, reducing the Pay Over Time Balance to \$100.

- f. Refunds and other credits may be applied to your Account in any manner we choose, and generally do not reduce your obligation to pay the Minimum Payment Due.
- g. **Credit Balances.** We may reject and return any payment that creates or adds to a credit balance on the Account. Additionally, we may without notice restrict the availability of any credit balance in our sole and absolute discretion, to the extent permitted by law. Should your Account have a credit balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency. If that occurs, you will be required to contact that state agency in order to claim your funds.
- h. **Prepayment.** You may prepay all or any portion of your Balance without penalty.

8. Representations, Warranties, and Covenants

From the time you accept this Card Agreement until all amounts you owe us under this Card Agreement have been paid to us in full, plus any period of survival of this Section 8, you continuously represent, warrant, and covenant to us as follows:

- a. **Legal Status.** Company is a business entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of Company's state of organization. Company is duly authorized to transact business in all other jurisdictions in which Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Company is doing business. Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Company maintains an office at the address provided in the application it submitted to us. Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Company and Company's business activities.
- b. **Assumed Business Names.** Company has filed or recorded all documents or filings required by law relating to all assumed business names used by Company. Company has disclosed all assumed business names to us with its application submitted to us.
- c. **Authority to Enter into Card Agreement; Authorization.** Company has full power and authority to enter into, deliver, and perform all its obligations under this Card Agreement. Company's execution, delivery, and performance of this Card Agreement has been duly authorized by all necessary action by Company and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Company's articles of organization or membership agreements, or (b) any agreement or other instrument binding upon Company or (2) any law, governmental regulation, court decree, or order applicable to Company or to Company's properties. The individual executing this Card Agreement on behalf of Company is at least 18 years of age (or the age of majority in the individual's state of residence) and has the authority and legal capacity necessary to bind Company to this Card Agreement.

- d. **Accurate Information.** All information that you provide to us is accurate and complete, and your authorized representative will certify the accuracy and completeness of such information upon reasonable request.
- e. **Legal Effect.** This Card Agreement constitutes, and any instrument or agreement Company is required to give under this Card Agreement when delivered will constitute, legal, valid, and binding obligations of you enforceable against you in accordance with their respective terms.
- f. **Legal Proceedings and Claims.** No action, suit, claim, inquiry, investigation, or legal, administrative, or arbitration proceeding or similar action (including those for unpaid taxes) against you is pending or threatened, whether at law, in equity, or before any governmental authority.
- g. **Bankruptcy.** You have not declared bankruptcy within the past seven (7) years preceding the acceptance of this Card Agreement, have not consulted with a bankruptcy attorney within the past six (6) months preceding the acceptance of this Card Agreement, and are not currently contemplating or anticipating the filing of a bankruptcy or other insolvency proceeding, or closing or materially modifying Company's business. You are solvent and capable of fulfilling your obligations under this Card Agreement, and you have not been having any difficulty paying amounts due to others in full and when due.
- h. **Taxes.** All of your tax returns and reports that are or were required to be filed have been filed on a timely basis (including any extensions), and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by you in good faith in the ordinary course of business and for which adequate reserves have been provided. All such returns and reports are and will be accurate and complete.
- i. **Linked Bank Account.** The Linked Bank Account is a business demand deposit account held by a U.S. financial institution. The Linked Bank Account is used solely for lawful business purposes. The Linked Bank Account is not a personal account and is not used for any personal, family, or household purpose. The Company owns and is authorized to use and grant access to the Linked Bank Account to make payments due under this Card Agreement. The Linked Bank Account and the funds therein are owned by Company for its own operating purposes and do not hold any funds for any third party.
- j. **Binding Effect.** The terms of this Card Agreement are binding upon you, and upon your heirs, personal representatives, successors and assigns, and are legally enforceable in accordance with its respective terms.
- k. **Other Agreements.** You will comply with all terms and conditions of all other agreements, whether now or hereafter existing, between you and any other party and notify us immediately in writing of any default in connection with any other such agreements.
- l. **Business Purpose.** Your application, entry into this Card Agreement, and use of the Account and/or Card are and will be solely for lawful business purposes and not for any personal, family, or household purpose. You will notify us prior to any significant change to Company's business activities disclosed to us in your application for an Account, and you will not engage in any business activities other than those activities disclosed to us in your application for an Account without our prior written approval.
- m. **Compliance with Laws.** You are in compliance with and will comply with all laws, regulations, ordinances, orders, and other requirements, now or hereafter in effect, of any governmental body applicable to the conduct of Company's businesses and operations. You are not a target of any economic or trade sanctions issued or administered by any governmental body.

- n. **Further Assistance.** You will promptly notify us of any significant change or other development that has or may have a material adverse effect on or a significant change in Company's business. You agree to provide us, upon request, any information related to Company's business or the Account contemplated by this Card Agreement.
- o. **Control of Business.** Without our advance written consent, you will not sell, dispose, convey, merge, or otherwise transfer any of Company's business or its assets (other than transfers of assets in the ordinary course of business), and you will not allow any person or group of persons, including a franchisor (if Company is a franchisee), to assume or take over the operation or Control of Company's business or business location, whether physical or virtual.
- p. **Authorized Users.** Each Authorized User has the authority and legal capacity necessary to bind the Company on any and all transactions made on the Account. If any Authorized User is an employee of the Company, the Authorized User meets the minimum age of employment under any law applicable to Company and to Company's business activities.

9. Default

- a. **Events of Default.** You will be in default under this Card Agreement, to the extent permitted under applicable law, if: (1) you fail to meet any of your payment obligations in this Card Agreement, including if you do not pay any Minimum Payment Due on or before the applicable Payment Due Date, or your Minimum Payment Due is returned unpaid or cannot be processed; (2) a payment made to your Account is not honored by your financial institution or cannot be processed; (3) your Balance exceeds your Credit Limit or Available Credit; (4) we determine you made a false or misleading statement to us or otherwise attempted to defraud us; (5) you default under another agreement you have with us or an affiliate; (6) Company is dissolved (regardless of whether election to continue is made) or there is any other termination of Company's existence as a going business; (7) you become insolvent, are the subject of bankruptcy or receivership proceedings, or assign your assets for the benefit of creditors; (8) a material adverse change occurs in Company's business, operations or financial condition; (9) any judgment, lien, attachment, or execution is issued against you or your assets; (10) you refuse to provide required information we deem necessary; (11) we learn that you did not meet our eligibility criteria in effect when you applied for the Account; (12) this Card Agreement ceases to be in full force and effect at any time and for any reason; (13) foreclosure or forfeiture proceedings, whether by judicial proceeding or any other method, are commenced by any creditor of yours or by any governmental agency against the you, including a garnishment of any of your accounts, including deposit accounts, with us; (14) you provide us prior notice of a significant change to Company's business activities disclosed to us in your application for the Account in accordance with Section 8(n), and we do not approve such change; or (15) you fail to abide by any other term of this Card Agreement.
- b. **Consequences of Default.** If you are in default under this Card Agreement, we may take any of the following actions, to the extent permitted under applicable law, including any applicable notice requirement: (1) continue to charge you fees and charges as set forth in this Card Agreement; (2) lower your Credit Limit or Available Credit; (3) file a lawsuit against you or pursue another action not prohibited by law; (4) declare the Balance of your Account immediately due and payable at once without notice or demand; (5) suspend, restrict, or close your Card and Account and/or terminate this Card Agreement without liability to us; (6) exercise our right of set-off under the terms and conditions of Section 11; and/or (7) exercise all other rights and remedies available to us under applicable law. In addition to the rights and remedies we have under this Card Agreement, we also will have all other rights and remedies provided under law or equity, all which rights and remedies will be cumulative. In the event of your default, and subject to any limitations or requirements of applicable law, you agree to pay all costs, including reasonable attorney's fees, incurred by us in (i) collecting or enforcing your indebtedness and/or the terms of this Card Agreement, whether or not suit is brought against you, and (ii) protecting us and our employees,

agents, Servicer, and service providers from any harm that we may suffer as a result of your default, except to the extent prohibited by applicable law.

- c. **Default Resolution Method for Failure to pay New Balance on Payment Due Date.** Notwithstanding the foregoing, if you fail to pay the Minimum Payment Due in accordance with this Card Agreement, the Pay Over Time Balance will be added to your Balance and you authorize us to debit your Linked Account to repay your Pay Over Time Balance in accordance with Section 7.

10. Right of Set-Off

To the extent permitted by applicable law, you grant us the right of set-off and we may, without demand or notice, any such notice being expressly waived by you, set off any amount owed by you to us under this Card Agreement against other accounts held by us in your name or that you hold jointly with a third party. This right of set-off shall apply to accounts that you may open with us in the future even if the Account has been closed. We may exercise this right of set-off against Company or any of its respective successors or assigns. Our rights under this section are in addition to other rights and remedies that we may have under this Card Agreement, at law, or in equity.

11. Closing or Suspending Your Account

We may suspend or close your Account or otherwise restrict or terminate your right to use your Account or a Card at any time, for any reason as determined in our sole discretion (including security reasons, fraud or suspicion of fraud), including if you have closed or we have suspended or closed your Demand Deposit Account, or if you no longer have an account with an eligible Marketplace, without notifying you, as permitted by applicable law. We may replace a Card at any time. You may close your Account at any time by notifying Servicer by email at {{support_email}}. Your obligations under this Card Agreement continue even after the Account is closed, suspended, or restricted, and you remain liable for all charges made on the Account and must pay us all amounts you owe on the Account, even if they post to your Account after it is closed, suspended, or restricted. If we believe you have authorized a Transaction or are attempting to use your Account after you have requested to close the Account, we may allow the Transaction to be charged to your Account. When the Account is closed, you must return any physical Card to us or destroy it if we ask you to do so.

12. Maintaining Your Account

- a. **Servicer.** Servicer, along with its partners and service providers, is the servicer of your Account and Card(s). You agree that Servicer may service or initiate collection or enforcement of this Card Agreement on our behalf, to the extent Servicer deems such collection and enforcement necessary or advisable to protect our rights or to execute Servicer's obligations to us to service this Card Agreement. Servicer's privacy policy is provided separately in accordance with applicable law and can be viewed online at <https://www.parafin.com/privacy-policy>.
- b. **Replacement Cards.** Please contact Servicer at {{support_email}} or {{support_phone}} if you need to replace a Card for any reason. Please note that each Card has an expiry date on the Card. A Card may not be used after that date. However, even if the expiry date has passed, the Available Credit on your Account does not expire. Please contact Servicer for a replacement Card if the Card expires. You will not be charged a fee for replacement cards that we send due to expiration of the Card. Upon contacting us for any lost/stolen Card or to replace a Card for any reason, the Card will be deactivated, and your Available Credit may be temporarily unavailable until the replacement Card is activated.
- c. **Contacting You; Monitoring Communications.** To the extent permitted by applicable law, you authorize us, Servicer, and each of our respective affiliates, agents, service providers,

contractors, and successors, to contact you to service or maintain your Account. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that we, Servicer, and our respective affiliates, agents, service providers, contractors, and successors may: (1) contact you in any way, including mail, email, calls, and texts, including a mobile, wireless, or similar device, and using automated telephone equipment or prerecorded messages; (2) contact you at any number that you have given us, any number we have for you in our records, and any number from which you call us, including your cellular or other wireless device, even if that number is a wireless, cellular, or mobile number, is converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry; and (3) contact you at any email address you provide to us, Servicer, or any of our respective affiliates, agents, service providers, contractors, successors, or any other person or company that provides any services in connection with this Card Agreement. We and Servicer may monitor, tape, or electronically record our telephone calls with you, including any calls with the customer service department, collections department, and any of our respective agents or service providers. For the avoidance of doubt, you agree you will accept calls from us and Servicer regarding your Account. You understand these calls could be automatically dialed and a recorded message may be played.

- d. **Consent to do Business Electronically.** By signing this Card Agreement, including if by signing electronically, you irrevocably consent and agree that (a) we and Servicer may provide all information and disclosures required by law to you electronically; (b) your electronic signature on this Card Agreement and related documents has the same effect as if you signed them in ink; and (c) an electronic record of this Card Agreement may be used to evidence the existence of this Card Agreement as if it were an original. This consent applies to acceptance of this Card Agreement, to all future communications with you, and to other communications, notices, and disclosures that we or Servicer provide to you electronically. All communications provided electronically will be deemed to be "in writing." We and Servicer reserve the right to cancel electronic disclosure services and to change such services or send disclosures in paper form at any time. We are responsible for sending notice of the disclosures to you electronically, but neither we nor Servicer is responsible for any delay or failure in your receipt or review.
- e. **Providing and Maintaining Your Information; Financial Information.** We may require you to submit personal information to open and manage your Account and you must respond to such requests promptly. This includes, but is not limited to: (1) the Company's registered business name; (2) the Company's business address; (3) the ownership details of the Company; (4) contact information; (5) the tax identification number; (6) the nature of the Company's business and financial information; (7) Marketplace Data; and (8) other personal or business information that we may request. We also may request certain personal data, such as contact information, personal addresses, social security numbers, dates of birth, and identification documents from Authorized Users and Beneficial Owners. You must notify us promptly if any information you provide to us changes, including changes to: (1) your email address, billing address, telephone numbers, or fax numbers that we use to send you notices or to communicate with you; (2) the legal entity of the Company; (3) tax identification number; (4) Beneficial Owners of the Company; or (5) the nature and purpose of the Company's business activities. We may ask you for additional documents and to verify any changes to information you have provided us. We may suspend, restrict, or close your Account if you do not meet our account opening requirements, if we cannot verify your information, or if you do not provide your information as requested. You certify that all information you provide to us is accurate and complete. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at the address shown in our billing records shall be effective unless we have received an address change notice from you.

We may contact any source we deem necessary in investigating your creditworthiness in connection with your application and later in connection with reviewing, renewing, and/or taking collection action on your Account. We may review, and you authorize us and Servicer to access, information about your financial and credit history and your financial strength by obtaining

information from business credit reporting agencies, financial institutions, Marketplace(s), and others, and by accessing your financial records, reports, bank accounts (including the Demand Deposit Account), point-of-sale systems, and other resources we deem appropriate in connection with considering your application for the Account, any Transaction under this Card Agreement, and on an ongoing basis after you sign this Card Agreement, for the purpose of reviewing your Account, taking collection action on your Account, or for any other purpose permitted by law. You will provide us any related authorizations, access credentials, and other information which we may reasonably request for such purposes.

- f. **Contacting Us.** You may contact Servicer at {{support_email}} or by phone at {{support_phone}}. Notice by you to us is deemed to be given when received by us.
- g. **Mobile Devices and Digital Wallets.** Smart phones, some tablets, or other mobile devices (a "Mobile Device") can download, store, and/or access Account information (for instance, through a mobile wallet) that may enable you to use the Mobile Device to make Transactions using your Card, Card number, or Account. Applications that enable your Mobile Device will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Card Agreement. When your Account information is accessible by your Mobile Device, it is important that you treat your Mobile Device with the same care you would your Card. For example, you should secure your Mobile Device against unauthorized access. Keep in mind, if you give someone your phone, or other Mobile Device, that can be the same as giving that person your Card.

We may permit you or an Authorized User to add your Card to a digital wallet supported and operated by another financial institution or third party ("Digital Wallet"), which may be used to make Transactions on your Account without presenting the physical Card. Any such Transactions are covered by this Card Agreement. We have no control over the Digital Wallet or the device on which you use the Digital Wallet and cannot guarantee their performance. Neither we nor Servicer are liable for any losses that result if such services are unavailable or defective. Additionally, you are responsible for protecting the security of the Digital Wallet, the device on which you use the Digital Wallet, and any access credentials you use to access the Digital Wallet or device. You may be charged third-party fees related to the Transaction, such as mobile carrier data or messaging charges, and we are not responsible for any such fees. We may, at any time, partially or fully restrict your ability to make Transactions through a Digital Wallet. We may change the Digital Wallets that we permit you to use with your Card from time to time, in our sole discretion, without notice to you. You agree to notify us promptly if you remove or want to remove your Account information from any Digital Wallet or if the security of your Digital Wallet or device may be compromised.

We are not responsible if you violate the terms governing your use of any Mobile Device application or Digital Wallet, or for any consequences that result from any violation.

- h. **Lost or Stolen Cards and Unauthorized Use; Security of Your Card and Credentials.** You are responsible for protecting the security of your Card(s), Account, and any credentials and devices you use to access your Account. You must take reasonable steps to prevent the unauthorized use of a Card and Account. We reserve the right to request you to take specific steps to limit access to or prevent unauthorized use of a Card and/or the Account. For security reasons, you must, upon receipt of a physical Card, comply with any Card activation procedures as may be prescribed by us. **NOTIFY US IMMEDIATELY OF THE LOSS, THEFT, OR POSSIBLE UNAUTHORIZED USE OF YOUR ACCOUNT OR A CARD BY CONTACTING SERVICER AT {{support_email}} or {{support_phone}}, but in no event later than 60 days after the date the unauthorized use first appears on your Account.** Your liability for unauthorized use of a Card that occurs before you notify us may be limited in accordance with applicable law. You will not be liable for unauthorized use of a Card that occurs after you notify us of the loss, theft, or possible unauthorized use of the Card. If you do not timely notify us, we will not be liable for any

losses you incur as a result of unauthorized use of a Card, except as required by law. You agree to cooperate with us on any unauthorized Card use investigation.

- i. **Benefits and Rewards.** We or Servicer may offer you the ability to participate in benefits or rewards programs from time to time. If we or Servicer do, we or Servicer will separately provide you with information and terms and conditions governing your participation in such benefits or rewards program. You may be required to accept additional terms and conditions in order to participate in a benefits or rewards program. Benefits or rewards programs offered by us or Servicer may not be available to all cardholders. We disclaim all responsibility for any losses arising from benefits or rewards provided by third parties, to the fullest extent permitted by law. We may change or discontinue any benefits or rewards program at any time for any reason.
- j. **Confidentiality.** We may disclose information about your Account to third parties as set forth in this Card Agreement and our Privacy Policy. For example, we may disclose information about your Account, Card, or the Transactions you make:
 - i. Where it is necessary for completing Transactions;
 - ii. To the Marketplace for the purpose of servicing your Account and providing the services to you;
 - iii. In order to verify the existence and condition of your Card for a third party, such as a merchant;
 - iv. In order to comply with government agency, court order, or other legal or administrative reporting requirements;
 - v. If you consent by giving us your written permission;
 - vi. To our employees, auditors, affiliates, service providers, or attorneys, as needed; or
 - vii. Otherwise as necessary to fulfill our obligations under this Card Agreement.

You agree that the Confidential Information is our proprietary and confidential information. Unless disclosure is required by law or court order, you will not disclose Confidential Information to any person other than your attorney, accountant, financial advisor, or employees who need to know such information for the purpose of advising you, provided that any such person uses such information solely for the purpose of advising you and first agrees in writing to be bound by the terms of this section or has a legal duty to maintain the same degree of confidentiality. If disclosure is required by law or court order, you will notify us immediately.

13. Limitation of Liability; Indemnification

You agree that neither we nor Servicer will be liable to you, any employees, officers, directors, owners, agents, assigns, affiliates, or representatives for any consequential, special, incidental, indirect, exemplary, or punitive damages of any kind under any contract, negligence, strict liability, or other theory. In all cases, our and Servicer's aggregate liability will be limited to the greater of (i) \$100 or (ii) the amount of fees you have paid us under this Card Agreement. You agree to indemnify and hold harmless us and Servicer (and our and Servicer's respective employees, officers, directors, owners, agents, assigns, affiliates, and representatives) from and against any claims, causes of action, liabilities, losses, damages, settlements, penalties, fines, forfeitures, fees, costs, and expenses (including reasonable attorney's fees and costs), arising out of or relating to a breach by you of any of your representations, warranties, or covenants in this Card Agreement.

14. Reserved

15. Authorized Users

- a. **Designating Authorized Users.** You may designate one or more Authorized Users and authorize them to use your Account and a Card that accesses the Account, subject to our approval. By doing so, you designate the Authorized User to conduct Transactions on your behalf. If any Authorized User is an employee of the Company, the Authorized User must meet the minimum age for employment under the law applicable to Company and Company's business activities and must be duly employed by the Company as of the date a Card is requested for such Authorized User. We may require you to submit certain information about each person you request to make an Authorized User.
- b. **Account Access and Use by Authorized Users.** You understand and agree that any Authorized User will have access to certain information about your Account and will be permitted to make Transactions using the Account and an associated Card. However, an Authorized User cannot request or make changes to the Account (for example, change the billing address). You may establish limits on each Authorized User through the Parafin Platform, such as limits on the types of merchants with which the Authorized User's Card may be used, the maximum dollar amount of individual Transactions an Authorized User may make, and the maximum number of Transactions an Authorized User may make in a given period. You do not give up any rights to act on the Account, and the Authorized User may not in any manner affect your rights, other than by using a Card and making Transactions on the Account. We reserve the right to limit the number of Authorized Users and Cards associated with your Account. We also may limit the ability of an Authorized User to use the Account or a Card.

You are responsible for all activity conducted on the Account or any associated Card by an Authorized User, and all Transactions any Authorized User makes will be treated as if you had made the Transaction yourself. In addition, you will be responsible for all Transactions and activity conducted on your Account or any associated Card by any person that you or any Authorized User gives access or permission to use your Account or a Card, even if they exceed that authority, or you did not want or agree to that use.

Each Authorized User's use of the Account is subject to the terms of this Card Agreement. You agree to share this Card Agreement with each Authorized User and explain that their use is subject to its terms. You are solely responsible for monitoring an Authorized User's use of the Account and any Card, and ensuring that the Authorized User does not use the Account or a Card in violation of this Card Agreement, applicable law, or any authority you grant to them. We undertake no obligation to monitor transactions to determine that they are on your behalf.

- c. **Termination and Removal of Authorized Users.** Each Authorized User's authority is automatically terminated by your dissolution. However, we may continue to honor the Transactions of the Authorized User until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge.

You may request to remove an Authorized User from your Account through the Parafin Platform. You must immediately destroy all Cards in such Authorized User's possession and change or destroy any other credentials in their possession they may use to access your Account or Card. The Authorized User may be able to use your Account and any associated Card until we receive the request to remove the Authorized User from your Account and we have acted on your request. During this time, you still will be responsible for all Transactions the Authorized User makes using the Account or a Card. You will be responsible even if these Transactions do not appear on or post to your Account until after you remove the Authorized User from the Account. We reserve the right to remove any Authorized User from your Account for any reason. When you or we remove an Authorized User for any reason, we may revoke the Authorized User's Card, close or suspend your Account, and/or require you to change other access credentials.

16. Changes to This Card Agreement

We reserve the right to amend this Card Agreement or the Account at any time, in our sole discretion. We will notify you of the change if required by applicable law.

17. General Information

- a. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the United States Government fight terrorism and money laundering, federal law requires us to obtain, verify, and record Company data and personal information identifying companies and their Beneficial Owners. You agree to provide the required information to open and maintain your Account and agree to keep such information current. We may share this as explained in our Privacy Policy.
- b. **Unforeseen Circumstances.** Neither we nor Servicer are liable for any losses that may result when services, including access to the Account or the Parafin Platform, are unavailable due to reasons beyond our respective control, subject to applicable law.
- c. **Assignment.** You may not sell, transfer or assign your Account or any of your obligations under this Card Agreement without our prior written consent. Any such sale, transfer or assignment or attempted sale, transfer or assignment is and will be null and void. We may sell, transfer or assign any or all of our rights and obligations under this Card Agreement, including any Balance on your Account, without your consent or notice to you. The purchaser, transferee, or assignee may enforce the rights they acquire from us in accordance with this Card Agreement.
- d. **Governing Law.** This Card Agreement is governed by and construed in accordance with the laws of the United States. To the extent state law applies to this Card Agreement, this Card Agreement will be governed by the laws of the state of California, without regard to internal principles of conflicts of laws. This Card Agreement is made in the state of California, and any credit extended to you is extended in and from California, regardless of where you reside or use your Account or a Card.
- e. **Severability.** If any provision of this Card Agreement is found to be invalid, the remaining provisions will continue to be effective. Notwithstanding any other provision of this Card Agreement, the aggregate amounts charged with respect to any Transaction under this Card Agreement, including all related fees or charges deemed to be interest under law, if any, will not exceed the maximum amount permitted by law. If we are deemed to receive as interest an amount that would exceed the maximum amount permitted by law, the receipt of such excess amount will be deemed a mistake and such excess amount (a) will be canceled automatically or (b) if paid, will be (i) credited against the amounts you owe under this Card Agreement to the extent permitted by law, or (ii) rebated to you to the extent such excess amount cannot under law be credited against the amounts you owe under this Card Agreement.
- f. **Waiver.** Any delay or failure by us to enforce any provision of this Card Agreement will not be construed as a waiver of such provision.
- g. **Survival.** The following terms will survive the termination of this Card Agreement and closure of the Account and will remain in full force and effect: Section 1, Section 3(e), Section 7, Section 9(b), Sections 12(a), (c) and (d), Section 15, and this Section 17. In addition, you understand and agree that in opening the Account, we are relying on all representations, warranties, and covenants made by you in this Card Agreement. You further agree that regardless of any investigation made by us, all such representations, warranties and covenants will survive closure of the Account, shall be continuing in nature, and shall remain in full force and effect until such time as the Balance on the Account shall be paid in full, or until this Card Agreement shall be terminated in the manner provided herein, or until the end of any period of survival of the

representation, warranties, and covenants under Section 8 or this Section 17(g), whichever is the last to occur.

- h. **Headings.** We use section headings to organize this Card Agreement. The headings are for reference purposes only.

State Notices

Residents of All States, including Vermont: You give us, our representatives, and our agents, successors, and assigns permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing this Account, taking collection action on this Account, or for any other legitimate purposes associated with this Account. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report.

Residents of All States, including Maine: ORAL LOAN AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF SUCH DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) AND ANY HOLDER OF THIS CARD AGREEMENT FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER MODIFY IT IN ACCORDANCE WITH THIS CARD AGREEMENT.

Massachusetts Residents: Massachusetts law prohibits discrimination based upon, among other things, gender identity or sexual orientation.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

California Residents: You may apply for an account in your name alone, regardless of your marital status.

EXHIBIT A
ARBITRATION CLAUSE

**THIS ARBITRATION CLAUSE (“CLAUSE”) IS IN THE FORM OF QUESTIONS AND ANSWERS TO
MAKE IT EASY TO GRASP. THE PARTIES AGREE IT IS LEGALLY BINDING.**

Q1. What is an arbitration (or “Arb,” for short)? **An alternative to a court case.** In an Arb, a neutral third party (“**Neutral**”) decides claims without a judge or jury. The hearing is private. It is usually less formal and faster than a lawsuit. It can save legal fees. It involves limited pre-hearing fact-finding and limited appeals. Courts rarely reverse Arb awards.

Q2. Can you opt out of this Clause? **Yes, within 45 days.** If you do not want this Clause to apply, you must send us a signed notice within 45 days after the date of the Agreement. You must send the notice in writing to us at 301 Howard St. Suite 1500, San Francisco, CA 94105 or via e-mail to arbitration@parafin.com (the “**Notice Address**”). Give us your name, address and Agreement date. State that you opt out of the Arb Clause.

Q3. What is this Clause about? **Your and our agreement to decide certain “Claims” through Arb.** Generally, either you or we may elect to decide any “**Claim**” (as defined in Q5) through an individual Arb or, for certain “**Mass Claims**” (as defined in Q8), a “**Group Arb**” (as defined in Q17f).

Q4. Who does this Clause cover? **You and us.** This Clause governs you and us. Solely as used in this Clause, words “**we**,” “**us**,” and “**our**” mean: (1) Bank and any assignee of its rights; (2) their parents, subsidiaries, affiliates, assignees and successors; (3) the employees, directors, officers, shareholders, members and representatives of these companies; and (4) any person or company that you name in a Claim at the same time you pursue a related Claim against Bank.

But, this Clause does not apply if you opt out (see Q2) or if you are a Covered Borrower under the Military Lending Act (the “MLA”) and your Loan is subject to (and not exempt from) the MLA.

Q5. What Claims does this Clause cover? **All legal claims (except certain claims about this Clause).** This Clause governs all “**Claims**” between you and us that a court would normally decide. The word “**Claims**” has the broadest reasonable meaning.

“**Claims**” includes claims based on contract, statute, ordinance, rule, regulation or constitution. It includes tort claims (including fraud and intentional tort claims).

“**Claims**” includes claims for money, injunctions or other equitable or declaratory relief. It includes direct claims, counterclaims and crossclaims.

“**Claims**” includes claims related to the validity of the Agreement as a whole.

BUT, “Claims” does not include disputes about the validity, coverage or scope of this Clause or any part of this Clause. All such disputes are for a court and not a Neutral to decide. Also, “Claims” does not include claims under the federal Servicemembers Civil Relief Act.

Q6. What must you or we do before starting a lawsuit or Arb? **Give a written Claim Notice and try to settle the Claim.** Before starting a lawsuit or Arb, the party with a Claim (the “**Claimant**”) must give the other party (the “**Responder**”) written notice of the Claim (a “**Claim Notice**”). The Claim Notice must explain in reasonable detail the nature of the Claim, any supporting facts, the requested relief and how such relief was determined.

If you are the Claimant, you must send the Claim Notice in writing to us at the Notice Address, Attn. Legal. You and any lawyer you have personally hired must sign the Claim Notice. You must give your name, address and Agreement date and a phone number for you or your lawyer. By signing the Claim Notice, you certify that any facts set forth in the Claim Notice are true and not misleading. By signing the Claim Notice, your lawyer certifies that your lawyer has made a reasonable review of the facts set forth in the Claim Notice and believes them to be true and not misleading.

If we are the Claimant, we may send a Claim Notice to you at any mail or email address we have for you in our records. A notice or letter stating that any amount you owe us is past due will serve as a Claim Notice.

The Claimant and Responder must try to settle the Claim on an individual basis and without filing a lawsuit or Arb for at least 30 days (the **“Pre-Filing Period”**). During the Pre-Filing Period, at the request of either party, you and we must participate in person, online or by conference call in a meeting (a **“Meet-and-Confer”**). The Meet-and-Confer will be limited to Claims between you and us. If you have counsel, both you and your counsel must personally participate in the Meet-and-Confer. We may participate through any of our representatives, including in-house or outside counsel. If you are a Claimant with a Mass Claim (a **“Mass Claimant”**), your lawyer may give a single Claim Notice for you and other Mass Claimants.

If you are represented by a lawyer, your lawyer must certify whether or not your lawyer knows or has good reason to believe that your Claim will be a “Mass Claim.” If so, or if it is later determined that the Claim is a Mass Claim, the Mass Claim will be subject to Q17 and its further pre-filing requirements.

The Claimant may not start an Arb until the Claimant complies in full with this Q6. This includes: (a) giving a Claim Notice; (b) trying to settle the Claim in good faith; (c) upon request, participating personally in a Meet-and-Confer on an individual basis; and (c) for Mass Claims, complying with Q17.

If we give written notice that you have not complied with this Q6, no company managing the Arb (**“Arb Company”**) may accept your Arb filing or proceed under this Clause unless you obtain a court order (no longer subject to appeal) that authorizes the filing. If you do not comply with this Q6, you agree that we are entitled to an injunction and/or money damages for our Arb filing fees and our reasonable legal fees and costs to enforce this Q6.

Q7. What happens next? The Claimant may file a lawsuit or an Arb. If the Claimant has complied with Q6 but the parties do not reach an agreement to settle a Claim during the Pre-Filing Period, the Claimant may start a lawsuit or Arb, subject to Q17. To start an Arb, the Claimant must follow the rules of the Arb Company the Claimant chooses (collectively and as amended and/or supplemented, the **“Arb Company Rules”**). See Q9.

If the Claimant starts or threatens a lawsuit, the Responder may demand an Arb instead. The Responder may make this demand in court papers. Also, the Responder may make this demand if the Claimant starts a lawsuit on an individual basis and then tries to pursue a class action. Any lawsuit must stop at once if the Responder makes an Arb demand.

Q8. What are “Mass Claims”? Mass Claims happen when at least 25 Mass Claimants with common (or cooperating) counsel give Claim Notices within 180 days. “Mass Claims” are Claims that meet the following conditions:

- a. The Mass Claimants are represented by the same counsel and/or counsel working together (**“Mass Claims Counsel”**).
- b. The Mass Claimants or Mass Claims Counsel give Claim Notices for at least 25 Mass Claimants within 180 days of the first such Claim Notice. But, a Claimant who hires Mass Claims Counsel and gives a Claim Notice after this 180-day period is still a **“Mass Claimant”** asserting **“Mass Claims.”** Such Mass Claimant is subject to Q17 to the same extent as Mass Claimants who give their Claim Notices within the initial 180-day period.

A Claim may be a Mass Claim even if it is unknown at first that the Claim is described in Q8b. For example, the first 24 Claim Notices with common Claimant Counsel will be Mass Claims subject to Q17 if Claimant Counsel gives another Claim Notice within 180 days of the first such Claim Notice. Disputes over whether Claims Notices trigger Q17 will be decided by the Arb Company, by a Neutral appointed by the Arb Company to decide process issues (a **“Process Neutral”**) or by a court—not by individual Neutrals in separate Arb.

Q9. Who manages the Arb? What rules apply? Usually, AAA or NAM will manage an Arb under its rules. The Arb Company will be either:

- The American Arbitration Association (**“AAA”**), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org.

- National Arbitration and Mediation (“**NAM**”), 122 East 42nd Street, Suite 803, New York, NY 10168, [National Arbitration and Mediation \(namadr.com\)](http://namadr.com).
- Any other company picked by agreement of the parties.
- If all the above options are unavailable, an Arb Company picked by a court.

Arbs are conducted under this Clause and the Arb Company Rules in effect at the time an Arb is filed. The Neutral will be chosen under the Arb Company Rules. But, the Neutral must be a retired judge or a lawyer with at least ten years of experience unless you and we otherwise agree.

No Arb brought on a class basis may be managed or conducted without our consent by any Arb Company or Neutral who would permit a class Arb under this Clause.

Q10. Can a Claimant bring Claims in court? Sometimes. The Claimant may bring a lawsuit if the Responder does not demand an Arb. Also, some Claims for a public injunction may be brought in court. See Q13. Finally, either party may start or require that a small claims court decide any individual Claim that such court may hear under its rules. The judge hearing such a Claim will be treated as a Neutral under this Clause. The judge’s decision will be treated as an Arb award under this Clause. The small claims court will conduct its hearing under its own rules (and not the Arb Company Rules). But, appeals of a small claims court decision will be governed by this Clause and not the rules that usually govern such appeals.

Q11. Are you giving up any rights? Yes. If you start an Arb or we demand an Arb of a Claim you bring in court, you give up your right to: (a) have a court or jury decide the Claim; (b) bring the Claim as a representative of other parties; (c) without our consent, join the Claim with claims of other consumers; or (d) engage in a class action in court or a class Arb. But, see Q13 as to public injunction Claims.

Q12. Can you start a class Arb? No. The Neutral may not decide any Claim on a class or representative basis.

Q13. What happens if part of this Clause is invalid? It depends. You must give us written notice and at least 30 days to cure any problem that might prevent an Arb of a Claim. See Q26.

- If any part of this Clause is held invalid, generally the rest of this Clause will continue to apply.
- But, if a court rules that the Neutral can decide a Claim on a class or other representative basis and the ruling becomes final after all appeals, only this Q13b will apply and the remainder of this Clause will be void.
- And, if you bring a Claim for public injunctive relief and a court enters an order, not subject to further appeal, that the limits on representative Claims are invalid regarding such Claim, such Claim will be decided in court and any individual Claims for monetary relief will be arbitrated. In such case, the parties will ask the court to stay the Claim for public injunctive relief until a court has entered the Arb award as to individual relief.

Q14. In sum, what options do you have to assert Claims against us? Most Claims are subject to an Arb. All Claims subject to this Clause must be decided in: (a) an individual Arb; (b) a lawsuit if the Responder does not demand an Arb; (c) at either party’s election, an individual action in small-claims court, with the judge acting as the Neutral; or (d) a lawsuit that solely addresses a Claim for public injunctive relief, as provided in Q13.

Q15. What law applies? The Federal Arb Act (“FAA”). This Agreement involves interstate commerce. Thus, the FAA governs this Clause. The Neutral must apply substantive law and comply with the FAA. The Neutral must honor statutes of limitation and privilege rights. As to punitive damages, the Neutral must honor constitutional standards that apply in court.

Q16. Will anything you do make this Clause invalid? No. If you do not opt out, this Clause will stay in force even if you: (1) cancel the Agreement; (2) satisfy all of your duties under the Agreement; (3) default; or (4) become insolvent or bankrupt.

Q17. How are Mass Claims resolved? Per special terms involving Initial Arbs, mediations and/or Group Arbs. In some cases, Mass Claims may make individual Arbs impractical or too costly. Q17 addresses this problem. It seeks to resolve Mass Claims as fairly and quickly as possible, at low cost. **Q17 applies to all Mass Claims despite any language in this Clause to the contrary.**

- a. If you or Claimant Counsel know or have good reason to believe that there are or will be Mass Claims, you must comply with Q6 and the pre-filing terms of this Q17 before filing any lawsuit or Arb. Except per this Q17, you may not file any Mass Claim in a lawsuit or Arb. If you do, you will be liable for the Arb Company's filing fees, our costs of enforcing this Q17 and other damages caused by your breach.
- b. At any time, either we or the Mass Claimants (the two "**Sides**") may require the Arb Company to appoint a Process Neutral to decide any scheduling, discovery or other process issues the two Sides cannot resolve through discussion. Decisions of the Process Neutral are not subject to appeal.
- c. You may not file any Mass Claim in court or an Arb until 210 days run from the first delivery of a Claim Notice by a Mass Claimant or, if earlier, until Mass Claims Counsel certifies in writing that the Pre-Filing Period has run for all or substantially all the Mass Claims.
- d. Once this no-filing period ends, each Side will select up to 10 Mass Claims for individual Arbs under this Clause ("**Initial Arbs**"). This will help the two Sides test the strength of the Mass Claims.
- e. Soon after all Initial Arbs have ended (or sooner if both Sides agree), both Sides will engage in a single mediation of all remaining Mass Claims. For any mediation, we will pay the mediator fees. If the two Sides cannot agree on a mediator within 30 days, the Arb Company, a Process Neutral or a court will appoint the mediator. Both Sides must cooperate to schedule a mediation soon after the mediator is appointed.
- f. If the two Sides do not settle all Mass Claims within 30 days after the end of the mediation, within 60 days after the end of the mediation each Side must give written notice to the other Side: (i) identifying each common issue of law or fact ("**Common Issue**") believed by such Side to relate to the Claims of the remaining Mass Claimants (the "**Remaining Claimants**"); and (ii) stating that, except for any such Common Issue(s), there are no additional Common Issues. All Common Issues shall be resolved through Arbs ("**Group Arbs**") between us and groups of Mass Claimants ("**Qualifying Groups**"). **Common Issues may only be resolved in Group Arbs.**
 - i. The two Sides must try in good faith to agree: (A) on what Common Issues exist and whether Group Arbs are warranted; (B) if so, how many Remaining Claimants, not more than 25, should be in each Qualifying Group; and (C) how Mass Claimants should be assigned to Qualifying Groups. Unless we agree otherwise, the amount of money we have offered to settle the Claims of the Remaining Claimants in any single Group Arb shall not exceed \$250,000. If the two Sides cannot agree on the above matters in this Q17f.i within 30 days, a Process Neutral will decide.
 - ii. Before the start of any Group Arb, the two Sides will ask both AAA and NAM how much they will charge for Group Arbs. Neither Side shall start a Group Arb before 30 days have run from both AAA and NAM giving final price data for Group Arbs. Until such time, either Side may give written notice to the other Side (an "**Arb Company Rejection Notice**") that it elects for Neutrals to conduct such Group Arbs without help from AAA or NAM. If either Side gives a timely Arb Company Rejection Notice, the two Sides will try to agree on Neutrals to conduct such Group Arbs. If they cannot agree, arbitrators will be selected and appointed by the AAA pursuant to its List and Appointment process. Once a Neutral has been selected and retained for a Group Arb, such Neutral will start and conduct such Group Arb per this Clause and such further procedures as such Neutral shall adopt.
 - iii. Either Side may also give an Arb Company Rejection Notice to the effect that it will not agree to Group Arbs managed by AAA or, alternatively, that it will not agree to Group Arbs managed by NAM.

- iv No Neutral in a Group Arb may decide any class Claim or any Claim for a public injunction.
- v The Neutral in each Group Arb will decide who will bear the Neutral's fees and charges, without regard to AAA or NAM rules that might otherwise apply. But, subject to Q23, we will bear at least 50% of such fees and charges.
- g. If you are a Remaining Claimant, you may bring a lawsuit against us to resolve any individual issues but not any Common Issues. **You may not bring an individual Arb to resolve any individual issues.** But, subject to Q13, we may still elect an Arb of any Claims if you try to assert in court any Claims on a class or representative basis.
- h. Absent your and our written consent, no person may serve as Neutral for more than one Initial Arb and/or Group Arb.
- i. You agree that Mass Claims Counsel will act for you and all Mass Claimants.
- j. **The statute of limitations on any Claim you bring will not run from the time you file a proper Claim Notice until you are first allowed to start a lawsuit or Arb.**

While this Q17 is designed to resolve Mass Claims fairly, quickly and efficiently, you understand that your Claim may not be selected for an Initial Arb or resolved in a Group Arb. You further understand that, in some cases, resolution of any Mass Claims you assert may be delayed by this Q17.

Q18. How must the Neutral limit costs and burdens on the parties? Through a number of actions.

To the extent possible, the Neutral must try to limit costs and burdens on the parties. Thus, absent good cause to the contrary, the Neutral must: (a) conduct document-only Arb, without oral argument or an in-person hearing; (b) allow the parties to introduce any needed testimony through excerpts from recorded depositions of party witnesses; (c) for Mass Claims, allow each Side to introduce prior recorded live testimony from other Arb involving the Mass Claimants; (d) limit Mass Claimants from obtaining new and duplicative discovery from us by, among other things, allowing discovery obtained from us in any Arb of a Mass Claim to be used by all of the Mass Claimants in any other Arb or lawsuit between a Mass Claimant and us; (e) conduct any necessary hearing virtually or by conference call; (f) hold any in-person hearing at a place reasonably convenient to you and us; (g) follow expedited procedures; and (h) honor the Mass Claim provisions of this Clause, as set forth in Q17. Absent good cause to the contrary, a Process Neutral shall decide how to apply this Q18.

Q19. What about appeals? Appeals are very limited. Appeal rights under the FAA are very limited. Except for: (a) FAA appeal rights; and (b) Claims involving more than \$50,000 (including Claims for an order that could cost more than \$50,000 and Claims in a Group Arb that total more than \$50,000), the Neutral's award will be final and binding. For Claims involving more than \$50,000, either party may appeal the award to a three-Neutral panel selected per this Clause. The panel will revisit from the start any part of the initial award either party has appealed. The panel's decision will be final and binding except for any FAA appeal right. Any appropriate court may enter judgment upon the Neutral's (or panel's) award.

Q20. Do Arb awards affect other disputes? Generally not. You and we agree that no Arb award involving you will affect any issues or claims involving any other party. Also, no Arb award in another party's dispute will affect any Arb involving you. But, in a Mass Arb you or we may introduce the results of prior Arb solely to argue that the Mass Claims or our defenses are for an improper purpose. See Q23.

Q21. Who bears Arb fees? The Arb Company, a Process Neutral or the Neutral in your Arb will decide. The Arb Company, a Process Neutral or the Neutral in your Arb will decide each party's share of fees and costs for Arb. But, we will pay all Arb fees and costs required by law or the Arb Company Rules and all fees and costs we must pay to enforce this Clause.

Q22. Will we cover your legal fees and costs? Sometimes. If you win an Arb you start, we will pay your reasonable fees and costs for attorneys, experts and witnesses if required by law or the Arb Company Rules or if required to enforce this Clause. Fees we must bear will be decided by the Neutral based on the number of hours worked and standard rates. The Neutral will not limit his or her fee award because your Claim is for a small amount.

Q23. Can the Neutral shift costs from one party to the other? Sometimes. Unless it would conflict with law or make this Clause invalid:

- a. A party is entitled to its reasonable fees and costs if the other party brings or defends a Claim for any improper purpose, including to harass the injured party, cause unnecessary delay or increase costs to the injured party.
- b. At any time after the Claimant gives a Claim Notice (including before any Arb begins), either party may make a written offer to settle the Claim. If the settlement offer is rejected but the Neutral's award is no better to the rejecting party, then that party must bear its own legal and Arb fees and costs and pay all reasonable fees and costs incurred by the offering party after the settlement offer.
- c. The party who receives a settlement offer may only disclose it to support a claim for relief under Q23b.

Q24. Can the parties get a written ruling? Yes. Either party may request a written ruling within 14 days of the ruling. Upon such request, the Neutral will explain the ruling in writing.

Q25. Are Arb's confidential? Yes. You and we agree to keep confidential all aspects of each Arb under this Clause, any confidential information produced in the Arb and any Arb award or decision. But, either party may disclose such information to the extent needed to pursue the Arb, to appeal or confirm any award or to get professional services. Any court filing to appeal or confirm an award must be made under seal. At either party's request, the Neutral shall enter an order protecting confidential information.

Q26. Can you or we change the terms of this Clause? Yes, subject to certain limits. You and we may agree in writing to change any terms of this Clause at any time, before or after a dispute arises. Also, we may waive any rights or amend this Clause at any time without your consent, solely to give you more rights and/or less duties.