Consumer Checking Account Agreement

IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT (AS DEFINED BELOW) CONTAINS AN ARBITRATION PROVISION (IN SECTION I BELOW), WHICH REQUIRES ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

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A. Introduction; Account Opening Disclosures

Utoppia Inc ("Platform") is providing this Consumer Checking Account Agreement (this "Agreement") to you on behalf of Regent Bank ("Bank"), a member of the Federal Deposit Insurance Corporation ("FDIC"). The Bank is the provider of the checking account (the "Account"). Platform is not a bank. Platform is solely acting as an agent of the Bank.

As used in this Agreement the words "we", "our", and "us" refer to Bank, and our respective successors, affiliates, or assignees, and the words "you" and "your" refer to you, the individual, and the Account holder, who agrees to be bound by this Agreement, as well as anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account

Use of the Account is governed by this Agreement. Access to your Account and the services under this Agreement are available only through the website and/or phone application (collectively, the "Platform App") of Platform. By using the Platform App, you acknowledge receipt of and accept this Agreement, the Privacy Policy, and the applicable disclosures and agreements made available to you.

Platform is responsible for making the Platform App available to you and as a result, some services under this Agreement may not be available to you. You should review your agreement with Platform for a complete list of services available. For a list of the services enabled and made available to you by the Platform, please visit the Platform App.

You may only use the Account for personal, family or household purposes, and we may close the Account if we determine either is being used for business purposes.

This Agreement includes the Privacy Policy described in Section C.

Access to your Account and the services offered under this Agreement shall be accessed through the Platform App unless we notify you otherwise. YOU UNDERSTAND THAT BY OPENING AN ACCOUNT THROUGH THE PLATFORM APP, YOU AUTHORIZE BANK TO ACCEPT ALL INSTRUCTIONS PROVIDED TO BANK BY PLATFORM ON YOUR BEHALF.

Truth in Savings Disclosures

Initial Deposit and Balance	There is no initial deposit or minimum balance required to open this Account.
Inactivity fee (180 days and less than \$500 Balance)	\$3.00 per month If a customer's account has not had any transactions for 180 days and the balance is below \$500, a fee of \$3 will be deducted each month. The account balance is determined based on the total funds available in the account at the end of each month.
Interest Rate	0.00%
Annual Percentage Yield ("APY")	0.00%
Transaction Limitations	The transaction limitations for your Accounts are set forth in Sections E and F.
Check Fee	\$20.00 for physical check

Restrictions on Acceptance and Use of Platform's Services. You are at least 18 years old (or legal age of capacity in the jurisdiction in which you reside), and you have the right, authority, and capacity to enter into this Agreement. If you are accepting this Agreement on behalf of any legal entity, including any company, organization, government, or governmental agency, you have been authorized to do so and act on behalf of such legal entity.

True and Correct Information. The information and instructions you provide Platform are true, accurate, and complete, as you are solely responsible for such information and instructions. Additionally, you will provide all information requested by Platform, such as your name, email address, phone number, date of birth, United States social security number or domestic or foreign tax identification number, as applicable, photo ID, online login credentials or your account and routing numbers for your bank or credit union account, and such other information as Platform may request from time to time. You agree to update Platform if the information changes within ten (10) calendar days. Platform may use third parties to verify all or a portion of your information.

Verification of your Information. We may share your information with the Bank, our subsidiaries, and other third parties to verify your identity and/or your account information to provide Platform's services to you as further detailed in our Privacy Policy. Sharing this information is necessary to open an Account and to provide transaction-related services.

Authorization to Debit Your Account. By using the Platform App and/or the Platform's services to send funds via the Automated Clearing House ("ACH") from your linked cash management account(s) to your Account, third party or Bank, you authorize Platform (on behalf of the Bank as an agent of Bank) to debit the cash management account indicated by you for the amount and on the date provided by you. You understand that because this will be an electronic transaction, and funds may be withdrawn from your account as soon as the above noted transaction date. You will not dispute Platform or Bank, as the case may be, debiting the account so long as the transaction corresponds to the terms indicated in the transaction web form provided to you.

Limits on Access to Services or Account. Platform may limit or suspend your access to the services or take other actions against you if the information you provide Platform is incorrect, Platform believes it is necessary to prevent a fraud or crime, or you otherwise breach this Agreement as further detailed in this Agreement.

Compliance with the Laws and your Agreements. Your use of Platform's services or the Account do not violate any laws or regulations or any agreements with any third parties.

USA PATRIOT Act Notice. Important information about procedures for using Platform's services under the USA PATRIOT Act of 2001: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. All accounts are opened subject to our ability to verify your identity. What this means for you: When you use Platform's services, Platform will ask for your name, address, date of birth, and other information that will allow us to identify you. Platform may also ask to see a form of identification with your photograph or other identifying documents.

B. Consent to Use Electronic Signatures, Communications and Statements

Introduction. In order to apply for an Account, you must consent to the use of electronic signatures and electronic records for all transactions with us and for all agreements, disclosures, notices and other Communications (as defined below) relating to those transactions. Once you have given your consent, we may deliver or make any of the documents or Communications available to you by posting them in the Platform App and sending you an email notification when they become available.

Your Legal Rights. Certain laws require us to provide specific information to you in writing, which means you have a right to receive that information on paper. We may provide such information to you electronically if we first obtain your consent to receive the information electronically. Your consent will also apply to any other person named on your Account, product or service, subject to applicable law.

Your Consent to Electronic Signatures. By accepting this Agreement, you understand that: (i) electronically signing and submitting any document(s) to Bank legally binds you in the same manner as if you had signed in a non-electronic form, and (ii) the electronically-stored copy of your signature, any written instruction or authorization and any other document provided to you by Bank is considered to be a true, accurate and complete record, and legally enforceable in any proceeding to the same extent as if such documents were originally generated and maintained in printed form. By accepting this Agreement, you also acknowledge and agree that you have read, understand and agree to all the terms of this Section, can access the Communications in electronic form, affirmatively consent to the use of electronic signatures and electronic records, and have an active email account. You agree not to contest the admissibility or enforceability of Bank's electronically stored copy of this Agreement and any other documents.

Your Consent to Electronic Communications. To the fullest extent permitted by law, this Agreement, account statements, notices, legal and rate disclosures for your Account, updates and changes to this Agreement, or other service agreements and other communications (collectively, "Communications") from us to you regarding your Account(s) and related services with us may be provided to you electronically, and you consent and agree to receive all those communications in an electronic form. Electronic Communications may be posted on the pages within the Platform App and/or delivered to your email address. You may print a paper copy of or download any electronic Communication and retain it for your records. All Communications in electronic format will be considered to be "in writing," and to have been received on the day of posting, whether or not you have received or retrieved the Communication. We reserve the right to provide Communications in paper format. You may withdraw your consent to electronic Communications by contacting us. A withdrawal of your consent will not become effective until we have received and have had a reasonable period of time to implement it. A withdrawal of your consent does not affect the legal effectiveness, validity or enforceability of any transactions, electronic signatures or electronic records of any Communication entered into, provided or made available before that withdrawal becomes effective. Your consent to receive Communications electronically is valid until your revocation of consent becomes effective. If you revoke your consent to receive Communications electronically, Platform will terminate your right to use the Platform App and we may terminate the Account and related services. You accept sole liability for any losses, liabilities, cost, damages and expenses resulting from such involuntary termination of your Account(s) and related services, to the extent permitted by law.

Your Review of Communications. Please review promptly all Communications we deliver or make available to you. If Communications are mailed to you, they will be delivered to you at the postal address shown in our records. If Communications are sent to you electronically, they will be delivered to you at the email address shown in our records or made available to you on the Platform App. We will retain printable versions of your Account statements for seven (7) years or longer periods as may be required by applicable law. You agree to give us and Platform notice of any change of your postal or email address. If you fail to update or change an incorrect email address or other contact information, you understand and agree that any Communication shall nevertheless be deemed to have been provided to you if it was made available to you in electronic form in the Platform App or you were provided email notification of its availability.

Reporting to You (Statements); Errors and Disputes. Statements will be made available to you to view and/or print on the Platform App (if available). We will send an email notification when the statements are available online on a periodic basis at approximately monthly intervals. The Account statement will describe each credit or debit, date of credit or debit. You may view your statement by logging into Platform's website and/or mobile application. Electronically delivered statements will provide all information that would be available in paper statements. Account statements will be considered to be correct unless you notify us, through Platform, of any errors within sixty (60) days of becoming available. Carefully review your statement each statement cycle and notify us of any errors within sixty (60) days of your statement becoming available. Bank will not be liable to you for any error that

you do not report to Bank within that period of sixty (60) days. If you think your statement is wrong or if you need more information about a transaction listed on it, please contact Platform, at the customer service contact information set forth in Section I below. In making such communication, you need to tell us: (i) your name and Account number; (ii) why you believe there is an error and the dollar amount involved; and (iii) approximately when the error took place. If you need more information about our error resolution process, contact customer service (at the customer service contact information set forth in Section I below). This paragraph is subject to Section G, and in the event of any conflict between this paragraph and Section G regarding electronic fund transfers, Section G will apply.

Hardware and Software Requirements. To access and retain electronic records of the Communications, you must use computer hardware and software that meets the following requirements: a Current Version (defined below) of an Internet browser we support; a connection to the Internet; a Current Version of a program that reads and displays PDF files (such as Adobe Acrobat Reader); and a computer or mobile device with an operating system capable of supporting all of the above. By "Current Version," we mean a version of the software that we support and that is currently being supported by its publisher. To print or download electronic records of Communications, you must have a connected printer or sufficient space on a long-term storage device.

C. Consent - The Account, Generally

Eligibility. The account is available to consumers for personal, family, or household use, at least eighteen (18) years of age, and with a valid Tax Identification Number. All deposits and withdrawals must be in U.S. dollars. You must agree to accept electronic, rather than paper statements, as provided above. This means: (i) you must keep us supplied with your valid email address; and (ii) you must agree to accept electronic delivery of all account communications (such as electronic statements). If you do not do so, you may not open an Account. If you withdraw your consent, we may close your Account. You authorize us to verify your credit and employment history and/or have a credit reporting agency prepare a credit report on you, as an individual.

Important Information about Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents.

Account. The Account consists of a checking account used to hold your deposits and make payments and transfers to and from the Account. You will access your Account via the Platform App.

Password Security. You are responsible for maintaining adequate security and control of any and all user IDs, passwords, hints, personal identification numbers ("PINs"), or any other codes that you use to access the Account. If you permit any other person(s), including any data aggregation service providers, to access or use your user IDs, passwords, hints, PINs, or any other codes that you use to access the Account, you are responsible for any transactions and activities performed from your Account and for any use of your personal and account information by such person(s). Do not discuss, compare, or share information about your account number or password unless you are willing to give them full use of your money. We will never ask you for your login credentials by phone or through email. Any loss or compromise of the foregoing information and/or your personal information may result in unauthorized access to your Account by third parties and the loss or theft of any funds held in your Account and any associated accounts including your Account (a "Potential Fraudulent Event"). Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your Account number or access device could use it to withdraw money from your Account, with or without your permission. You are responsible for keeping your email address and telephone number up to date in order to receive any notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to compromise of your account login credentials due to no fault of Bank and/or your failure to follow or act on any notices or alerts that we may send to you. You agree to promptly review all Account and transaction records and other Communications that we make

available to you and to promptly report any discrepancy to us. You agree to cooperate fully with the legal authorities and/or us in any investigation of any Potential Fraudulent Event and you will complete any required affidavits promptly, accurately and thoroughly. You also agree to allow us access to your mobile device, computer, and network in connection with our investigation of any Potential Fraudulent Event. You understand that if you fail to do any of these things you may encounter delays in regaining access to the funds in the Account. You agree to indemnify and hold us and/or our affiliates, harmless from and against any losses arising out of or relating to any Potential Fraudulent Event. You acknowledge that we do not know when a person initiating transactions with your username and password is you.

Fee Disclosure. Except as set forth in the FEE SCHEDULE, You are not required to pay Bank any fees in connection with this Account. Platform may charge additional transaction fees and other fees associated with the services provided to you, such transaction fees by the Platform are as set forth in the Fee Schedule attached and made a part of this Agreement.

Account Title and Ownership. The Account may be owned and titled in the name of one (1) person who shall solely retain the right to direct the deposit or transfer of funds, or jointly. The Account cannot be owned or titled jointly by an organization, as Payable on Death ("POD") or "In Trust For" ("ITF").

Death or Incapacitation. You or your appointed party, designee, or appointed individual agree to notify us promptly if you become legally incapacitated, are deemed incompetent, or die. We may continue to accept deposits and process transaction instructions into and from your Account until we: (a) are notified of your death or adjudication of incompetency and (b) have a reasonable opportunity to act on that knowledge. You agree that, even if we have knowledge of your death, we may pay or process transactions on your Account executed on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in the Account. We may require additional documentation to confirm any claims made on the Account. Further, we may in our discretion close out any or all of the Accounts without awaiting the appointment of a personal representative for your estate and without demand upon or notice to any such personal representative. The estate of any Account owner who has died shall be liable and each survivor shall continue to be liable, jointly and severally, to us for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by us of the written notice of the death of the decedent. Such notice shall not affect our rights under this Agreement to take any action that we could have taken if you had not died.

Privacy Policy. Bank's privacy policy is available at https://www.regent.bank/privacy-policy/ (the "Privacy Policy"). By entering into this Agreement, you acknowledge that you have read and accepted the Privacy Policy.

Location of the Account. Your Account is established in the State of Oklahoma.

Internet Gambling; Illegal Transactions. We may, but are not required to, deny authorization for any internet gambling transactions. You agree not to use your Account, or our services for online gambling or any illegal activity. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law. You acknowledge and agree that we have no obligation to monitor, review or evaluate the legality of your transactions and Account activity. You agree that using Bank services or your Account for illegal activity will be deemed an action of default and/or breach of contract and, in such event, our services and/or your Account may be terminated at our discretion. You further agree that should illegal use occur, you waive any right to sue us for such illegal use or any activity directly or indirectly related to it, and you agree to indemnify and hold us harmless from any suits, legal action, or liability directly resulting from such illegal use. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if that transaction is determined to be illegal.

To clarify, you understand and agree that you will not: (1) use Platform's services and/or the Platform App, without Platform's prior written consent, to transact with or operate services relating to (i) credit repair, (ii) debt consolidation, (iii) payday loans, (iv) title loans, (v) telemarketing, (vi) tobacco sales, (vii) travel clubs, (viii) sweepstakes, (ix) choice of law,(x) marijuana or controlled substance supply, (xi) tribal and entities that are not governed by the U.S. or states, (xii) mail order or telephone order companies, (xiii) adult entertainment, (xiv) stored value cards, (xv) illegal or fraudulent goods or services, including, but not limited to, illegal substances, counterfeit goods, stolen goods, illegal or controlled substances, and substances that pose a risk to consumer safety (including synthetics, "potpourri not for human consumption", and other similar items), illegal online gambling / wagering, pyramid schemes, unlicensed sale of firearms or weapons, (xvi) any type of money laundering, or (xvii) other businesses that operate or engage in any business regulated by FinCEN, including money service businesses, e-money business, and businesses selling money orders or traveler's checks, and digital currency marketplaces and exchanges except for those offered by us though the Platform App; (2) provide false or inaccurate information to Platform, including attempt to falsify your identity, such as by providing false account information or false documents; (3) defraud us or other Platform users in any way; (4) receive or attempt to receive duplicate compensation for a disputed payment from a recipient, us and/or other financial institutions; (5) engage in activity that indicates, in our discretion, that there may be a high level of risk associated with you, your Account or any of your Platform account activity; or (6) otherwise breach the terms of this Agreement or the policies herein.

Freezes, Blocking or Closing Accounts Due to Irregular or Unlawful Activities. You agree that if Bank suspects that any irregular, unauthorized, or unlawful activity may be occurring in connection with your Account, Bank may "freeze" or place a hold on the balance in the Account pending an investigation of such activities. If Bank freezes your Account, Bank will give any notice required under the circumstances by the laws governing the Account. If Bank's investigation confirms Bank's suspicions of irregular, unauthorized, or unlawful activity then, notwithstanding anything to the contrary in this Agreement, Bank may immediately close your Account, and may also close any or all other accounts, if necessary, to comply with applicable law. You agree that Bank may also freeze, block, or close your Account as necessary in order to comply with regulations issued by the United States Department of Treasury's Office of Foreign Assets Control ("OFAC"), or other applicable U.S. laws or regulations.

Authorized Users. You are responsible for all authorized transactions initiated and fees incurred by use of any of your Account. If you permit another person to have access to your Account, we will treat this as if you have authorized such person to use the Account, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. Transactions will be considered unauthorized only after you notify us that the person is no longer authorized to use the Account. You are wholly responsible for the use of your Account according to the terms and conditions of this Agreement.

D. Deposits to the Account

Deposits to the Account. You can make deposits into your Account using any of these methods (if enabled by the Platform):

Transaction Type	Frequency and Dollar Amounts/Per Day*	Frequency and Dollar Amounts/Per Month*	Frequency and Dollar Amounts/Per Year*
ACH credits	\$15,000	\$15,000	\$180,000
Wire transfer credit domestic	\$15,000	\$15,000	\$180,000
Wire transfer credit international	\$15,000	\$15,000	\$180,000
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^{*} The limits included here are the highest limits allowed for transactions. However, we reserve the right to allow you to transact higher volume than the limits defined herein at any time without prior notice. In certain cases, for security reasons, we may lower your limits upon notice to you at the time you attempt to initiate a transaction.

Direct Deposits. If enabled by Platform for your Account, your Account number and bank routing number may be used for the purpose of initiating direct deposits to your Account. The Account number and recipient's name on any direct deposit we receive must match your name. Any direct deposit received in a name other than the name registered to the Account will be returned to the originator. If your Account number changes you must immediately notify your employer or any other payors. You must provide them with the new Account number to ensure that your direct deposit activity continues uninterrupted. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can contact Platform at the customer service contact information set forth in Section I below to find out whether or not the deposit has been made.

Wire Transfers. If enabled by Platform for your Account, you may fund your Account with a wire transfer. When we accept a wire transfer payment order instructing payment to you or to your Account, we will notify you of our receipt of payment by indicating the amount in your Account statement. Your Account statement will be the only notice of receipt which we will provide you, and no interest will be paid on wire transfer payments deposited into your account unless the account otherwise pays interest.

No Deposits in Cash, Paper Checks or Foreign Currency. Bank will only accept funds deposited electronically through Platform. We are not liable for any deposits (including cash) lost in the mail, lost in transit, or not received by us. We do not accept (i) deposits in (1) cash, cashier's checks or money order or (2) foreign currency or (ii) deposits of any type of check via mail. If we receive any of those instruments by mail, we will return it to the address we have for you on file. Only deposits made in accordance with the terms of this Agreement will be accepted.

Our Right to Charge Back Deposited Checks or Electronic Transfers. If you receive an electronic transfer as provided in this Agreement and (i) the paying bank returns it to us unpaid; or (ii) the sending bank or the originator of an item demands that we return the item because it was unauthorized, sent to the wrong account number or procured by fraud, we may pay the return or demand, and subtract the funds from your Account, even if the balance in your Account is not sufficient to cover the amount we subtract or hold, causing an overdraft. If we have reason to believe that any of the events in the previous sentence have occurred or may occur or other item should not have been paid or may not be paid for any other reason, we may place a hold on the funds or move them to a non-customer account until we determine who is entitled to them.

Right to Reject Any Deposit. We are under no obligation to accept any, item, wire, electronic funds transfer, or other transaction for deposit to your Account or for collection, and we may refuse to cash or give value for any such transaction. We may restrict access to any deposit credited to your account that violates any laws of the United

States, including those giving rise to OFAC sanctions. Unless Bank specifically permits you to do so, you may not deposit any substitute check that has not been previously handled by a bank in the collection process.

E. Withdrawals From the Account

You can make withdrawals from your Account using any of these methods (if enabled by the Platform):

Transaction Type	Frequency and Dollar Amounts/ Per Day*	Frequency and Dollar Amounts/ Per Month*	Frequency and Dollar Amounts/ Per Year*
ACH transfers to an	 Account age 	 Account age 	 Account age
external bank account or	between 0-89	between 0-89	between 0-89
payee	days \$4,000	days \$17,500	days \$210,000
	 Account age 	 Account age 	 Account age
	equal or greater	equal or greater	equal or greater
	than 90 days	than 90 days	than 90 days
	\$10,000	\$17,500	\$210,000

^{*} The limits included here are the highest limits allowed for transactions. However, we reserve the right to allow you to transact higher volume than the limits defined herein at any time without prior notice. In certain cases, for security reasons, we may lower your limits upon notice to you at the time you attempt to initiate a transaction.

No Overdrafts. You are not permitted to overdraw your Account. If the available balance in your Account is at any time not sufficient to cover any payment or withdrawal you have authorized, we may refuse to process the payment or withdrawal. If your Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. If your Account has a negative balance of (i) \$_0.01_or more, you will be unable to use your account and we reserve the right to close your Account. We reserve the right to set off, please see our "Right to Set Off" specifically described in Section H. If you fail to pay the amount of any overdraft, we reserve the right to refer your overdrawn Account to an attorney for collection, and you agree to pay all reasonable expenses, including, but not limited to, reasonable attorney's fees and court costs, incurred by us as a result of your Account being overdrawn.

Notice of Furnishing Negative Information. We may report information about your Account to credit bureaus. Unpaid overdrafts may be reflected in your credit report.

F. Funds Availability

Availability. We make funds available according to the type of deposit and when the funds are applied or credited to your Account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your Account, you may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers or payments, check payments or, if available, transactions using your debit card during the deposit hold period. We have the right to refuse any deposit. If final payment is not received on any check you have deposited into your Account for which you have received credit, or if any direct deposit, ACH transfer or other transfer for which you have received credit is not paid for any reason, you agree to pay us the amount for which you have received credit. The length of the delay in the availability of funds will vary depending on the type of deposit.

Business Days. The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your Account. For purposes of these disclosures, our business days are Monday through Friday. U.S. Federal holidays are not included. Deposits received after the cut-off times provided in this Agreement or on a day Bank is not open will be processed the following business day that Bank is open.

Same Day Availability. Funds received from preauthorized electronic payments, such as payroll direct deposits, will be available on the day we receive the deposit. Funds from ACH credits that we receive from a verified external bank account will be available on the day we receive the deposit.

Longer Availability. Electronic transfers depositing into the Account initiated through the Platform may take up to five (5) business days from the date of the initial request but will post on the payment date of the deposit once the money has reached us.

How Your Account Balance and Available Balance are Determined. To avoid a negative balance and/or Bank's refusal to process a transaction, it is necessary to understand how your Account balance is determined to avoid having non-sufficient funds in your Account. Your Account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your Account as well as payment transactions that have been posted to your Account. Your available balance is the amount of money in your Account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; and (2) any other holds, such as holds related to any pledges of Account funds and any minimum balance requirements or to comply with legal process. We use your available balance to determine whether there are sufficient funds in your Account to pay items, ACH, and other electronic transactions, as applicable. Pending transactions and holds placed on your Account may reduce your available balance, in our sole discretion. Pending transactions and holds also may cause your Account to become overdrawn during the time the transaction is pending or a hold is in effect. You may check your available balance and actual balance on the Platform App, at an ATM, or by contacting Platform at the customer service contact information set forth in Section H below.

How Transactions are Posted to Your Account. There are two types of transactions that affect your account: credits (deposits of money into your Account) and debits (payments out of your Account). It is important to understand how each is applied to your Account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your Account. If we change these practices, we will provide you notice in accordance with this Agreement.

Credits. Deposits are generally added to your account when we receive them. However, in some cases when you deposit funds, the full amount of the deposit may not be available to you at the time of deposit.

Debits. There are several types of debit transactions. Common debit transactions are generally described below. There are many ways transactions are presented for payment by merchants, and we are not in control of when transactions are received. We receive multiple data files every day from the Federal Reserve with ACH transactions Monday through Friday. If the day is a recognized federal holiday by the Federal Reserve, we may not receive or process a file that day. For ACH transactions that we receive at the same time, for example, all in the same data file, ACH credit transactions are posted first and ACH debit transactions are posted second in the order received by us. Bank posts ACH transactions throughout the day Monday through Friday, excluding federal holidays. Authorization Holds. When you use your Card for certain transactions, the merchant accepting your Card may request advance authorization of that transaction, and we may place a hold on your Account. This may be the case where you present your Card for payment at restaurants, gas stations, hotels and certain other retail establishments. In certain situations, certain kinds of merchants are permitted to request authorization for a Card transaction in an amount different from the amount of the actual transaction. When we receive an authorization request from a merchant, we do not receive information from which to determine whether the request covers the actual amount of a transaction, an estimated amount, or whether the merchant's request exceeds the amount permitted. Each hold will reduce the available balance in your Account by the amount of the hold, but will not affect your actual balance. In the event the available balance in your Account (i.e., net of the hold) is insufficient to pay items posted to your Account, transactions will decline. An authorization hold is not payment for an authorized transaction. The transaction is subsequently processed by the merchant and submitted to us for payment. We will make payment for a transaction only after the actual transaction is presented to us physically or electronically. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your Account when they are received. Many purchases that are done through the Internet or with a merchant where goods are ordered and to be delivered at a future date will create an authorization at the time of purchase but the transaction may not be sent to us for posting until the merchandise is shipped. Any authorization hold on your Account will be released

upon the earlier of: (a) the day we: (i) receive the actual transaction, (ii) post that transaction to your Account for payment, and (iii) match the authorization of that transaction to the actual transaction; or (b) five (5) business days after the date we authorized the transaction. The release of the hold will be in the form of a credit to your Account for the amount of the original hold. Credits for released holds and payments for Card transactions are posted separately to your Account, and the credit for any particular hold is not used to pay the particular transaction for which the hold was originally placed.

NACHA Rules Acknowledgment. I acknowledge that the origination of ACH transactions must comply with the provisions of applicable law and the rules of the National Automated Clearing House Association (NACHA). I request the financial institution that holds my External Account(s) to honor all transfers initiated in accordance with this authorization form.

G. Electronic Funds Transfer Disclosures

Electronic Transfers. If enabled by Platform, you may originate transfers to and from your Account only through ACH, as provided in Sections E and F of this Agreement. These requests must be made via the Platform. In the case of electronic transfer requests from an external bank account to your Account, we will complete such requests only if the funds are being transferred from your linked external account. The payee name on any direct deposits or credits we receive should, in addition to having the correct Account number, match Account owner name associated with the Account. Any deposits received in any other name may be returned to the originator.

Next Day ACH. Cut-off Time. The cut-off time for scheduling a next day ACH transfer is 6:00 p.m. Pacific Time. Any next day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled on the next business day. In some circumstances, transactions may be delayed for risk or compliance reasons.

Same Day ACH. Cut-off Time. The cut-off time for scheduling same day ACH transfers (if enabled on your Account) is 6:00 p.m. Pacific Time. If enabled by Platform, the Same Day ACH means that the transfer will be performed on the same business day. Any same day ACH transfer scheduled after the cut-off time will be treated as if it were scheduled as next day ACH transfer. In some circumstances, transactions may be delayed for risk or compliance reasons.

Electronic Transfers Using Your Account Number. If enabled by Platform, you may authorize a third party, such as your employer or a government agency, to transfer funds to and from your Account by providing your Account number and your routing number to such third party. Your Account information should only be provided to trusted third parties authorized to initiate the electronic funds transfers.

Types of Electronic Transfers Available. If enabled by Platform, you may arrange with another party to electronically deposit funds on a one-time or recurring basis directly into your Account. If enabled by Platform, you may arrange with another party to make one-time or recurring charges to your Account to pay bills.

Limitations on Transfers, Amounts and Frequency. Your rights under this Agreement to make electronic funds transfers are subject to the frequency and dollar amount limits established in Sections E and F of this Agreement.

Right to Receive Documentation of Electronic Funds Transfers. Your electronic funds transfers will be reflected on the statements that will be delivered to you through the Platform App. You can obtain documentation of a transfer at the time you make any transfer to or from your Account using the Platform. You can also contact Platform at the customer service contact information set forth in Section H below to obtain information about any particular deposit or transfer.

Notice of Varying Amounts. If you have scheduled recurring transfers from your Account via the Platform or by authorizing a third party to debit your Account, these regular payments may vary in amount, and if they do, 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.)

Right to Stop Payment of Preauthorized Transfers and Procedures. If you have scheduled a one-time or a recurring transfer via the Platform, you may stop or cancel that transfer by following the procedures defined here. To stop a transfer that you initiated via the Platform App, either one-time or recurring, use the Platform App to cancel such payment, or contact Platform at the customer service contact information set forth in Section H below to request cancellation of the transfer. To stop a one-time or recurring transfer that you have authorized a third party to debit from the Account, please contact that third party to request the cancellation of the payment. You also may contact Platform at the customer service contact information set forth in Section H below to request a stop on the payment. If you wish to contact us to stop a one-time or recurring transfer that you initiated via the Platform App or that you have authorized a third party to debit from the Account, your request to stop the transfer must be received at least three (3) business days before the transfer is scheduled to occur. Regarding recurring payments, you should specify whether you wish to stop one recurring payment or all recurring payments. If you do not specify, all recurring payments may be stopped. You must specify the name of the payee, the dollar amount of the payment and the date of the payment. Regarding recurring transfers that you initiated via the Platform App, we will be liable for your losses or damages if you requested the stop payment at least three (3) business days before the transfer was scheduled to occur and we did not stop the payment. In the case of a recurring third-party debit authorization, you may contact us to stop one recurring payment. To stop all future payments pursuant to the third party's recurring authorization, you must put your initial oral request (if oral) in writing and send it to us within fourteen (14) days of your initial oral request. If the written stop payment notification is not received at least fourteen (14) days before the future payment is scheduled to occur, we will honor that and all other future payments as originally authorized without liability to you.

Your Liability for Unauthorized Transfers. You must contact us through Platform, by calling +1 650 495-2468 or emailing support@utoppia.com. If you believe your Account number was stolen or if you believe someone has transferred or may transfer money from your Account without permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account.

If you notify us within two (2) business days after you learn of the loss or theft of your Account number, Card or PIN or other unauthorized access to your Account, you can lose no more than \$50.00 if someone used your Account or Card without your permission.

If you do NOT notify us within two (2) business days after you learn of the loss or theft of your Account number, or other unauthorized access to your Account, and we can prove that we could have stopped someone from using your Account without your permission if you had notified us, you could lose as much as \$500.00.

If your statement shows transactions that you did not make, including those made by use of your Account number, notify us at once following the procedures stated in the "<u>Errors and Disputes</u>" paragraph below. If you do not notify us within sixty (60) days after the statement was made available to you, you may not get back any of the 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 notified us in time. If a good reason (such as a long trip or a hospital stay) keeps you from telling us, at our discretion, we will extend the time periods. After receiving notice from you of such an event, we will close Account to keep losses down and issue you a new Account number.

If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers the person makes unless we have been notified that transfers by that person are no longer authorized. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your Account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to

investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for any special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources. Concerning each item you deposit with us though the Platform App, you make the following warranties to us: all necessary signatures and endorsements have been placed on the time and are genuine, the item has not been materially altered and you have good title to it, and no defense of any party to the item is good against you. If any such warranty is breached, Bank, through the Platform, may deduct the amount of the item from any of your accounts or otherwise collect from you this amount plus expenses.

Errors and Disputes. If you think your statement is wrong or if you need more information about a transaction listed on it, please contact us through Platform at +1 650 495-2468 or email at support@utoppia.com. You must report any errors within sixty (60) days from the date on which we made available to you on the Platform App the FIRST statement on which the problem or error appeared. You must provide the appropriate information for us to investigate the error or unauthorized transaction, including at least your name and account number and the date of the transaction and its amount. If you call us, we may request that you send 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 use this additional time, we will credit your Account for the amount you think is in error within ten (10) business days, so that you will have use of the money during the time it takes to complete the investigation.

If your Account was opened less than thirty (30) days before the date of the suspected error, we may extend the ten (10) business day period to twenty (20) business days before crediting your Account.

If your Account was opened less than thirty (30) days before the date of the suspected error, the error resulted from a point-of-sale debit card transaction,) or was initiated in a foreign country, we may extend the forty-five (45) day period to ninety (90) days to investigate your complaint or question.

If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we will not credit your Account.

You will be informed of the result of the investigation within three (3) business days after our completion of the investigation. If we decide there was no error, we will send you an explanation by email or by making it available via the Platform App. Copies of the investigation documentation can be obtained by calling Platform at +1 650 4952468 or emailing support@utoppia.com.

Our Liability for Failure to Complete Transactions. If we do not complete a transfer to or from your Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages. However, we are not liable for any failed transfer if:

- 1. Through no fault of ours, you do not have enough funds available in the Account to cover a transaction;
- 2. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- 3. Access to your Account or linked account has been blocked after you reported your Account number or linked account number lost or stolen;
- 4. There is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- 5. We have reason to believe the requested transaction is unauthorized;
- 6. We have received incomplete or inaccurate information from the third-party payor or payee;

- 7. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- 8. If there are other exceptions stated in this Agreement or as provided by law.

Business Day. For purposes of these disclosures, our business days are Monday through Friday. U.S. Federal holidays are not included.

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

Compliance with Laws. You represent that (a) you are not located in a country that is subject to U.S. government sanctions, including without limitation, the Crimea region of Ukraine, Cuba, Iran, North Korea, or Syria, or other U.S. government embargoes, (b) you are not a person, group or entity that has been designated by the U.S. government as a Specially Designated National (SDN) or in a "terrorist supporting" country, (c) you are authorized under U.S. federal, state and local laws to conduct financial transactions with Bank, (d) you are not subject to sanctions by the U. S. Department of the Treasury, Office of Foreign Assets Control (OFAC), and (e) you will not use the Account or any services provided by Bank to facilitate payments, either directly or indirectly, to a sanctioned country, person, group or entity. Bank vigorously enforces laws and regulations promulgated by OFAC and, in accordance with OFAC rules, Bank reserves the right to: (i) check the names of current and new customers against OFAC's database, and (ii) block and/or reject transactions until Bank is satisfied that you or any wire transfer recipient parties are not subject to OFAC sanctions.

Incoming Wire Transfer Hours of Operation and Cut-Off Times. Clients accept that the Bank has cut off time to process wires and that they do not process any wires on holidays and weekends, therefore, not all wires sent might be credited on the same day of execution, due to this circumstance some delays might occur on the sending and receiving of wires.

H. Miscellaneous

Assignment; Transfer; Non-Waiver. The Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Platform is an agent of Bank for some purposes and will be responsible for carrying out some of Bank's responsibilities under this Agreement as Bank's agent, including receiving notices from you, responding to any notices relating to questions or complaints concerning your Account, and carrying out other responsibilities described in this Agreement. Accordingly, where the Bank is responsible for matters under this Agreement, those matters may be handled either by Platform (when applicable) or by Bank directly. Use of the Account is subject to applicable Federal and state laws and all applicable rules and customs of any clearinghouse or other association governing your Account or any transactions. If you or we excuse each other from complying with any part of this Agreement, this will not waive compliance by the excused party on any other occasion, notwithstanding the number of previous excusals or their duration. A party may not rely justifiably upon the other party's past forbearance to vary present or future rights, obligations or performance under this Agreement. If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall not invalidate or render unenforceable any other provision of this Agreement.

Deposit Network Service. From time to time, we may, but are not obligated to, deposit some or all the funds in your Account with one or more other depository institutions through a deposit network program (a "Deposit Network Service") administered by us or by a third-party service provider (a "Third-Party Service Provider"). In order for you to participate in a Deposit Network Service, we may ask you to enter into additional agreement(s) with us with respect to the Deposit Network Service. All depository institutions that participate in a Deposit Network Service (each a "Network Bank" and, together, the "Network Banks") are insured by the Federal Deposit Insurance Corporation ("FDIC") or the National Credit Union Administration ("NCUA"). Each account at a Network

Bank in which any of the funds in your Account are deposited as part of a Deposit Network Service shall be titled in the Bank's name or Bank's agent's name as custodian and beneficially held to provide deposit insurance coverage to Account customers of Bank. Bank may transfer funds from your Account directly to a Network Bank, or your funds may be placed in the custody of a FDIC-insured or NCUA insured custodian bank (a "Custodian Bank") prior to being transferred to a Network Bank. If any of your funds are held at a Custodian Bank, they shall be placed in an account that is titled and beneficially held to provide deposit insurance coverage to Account customers of Bank. Your funds that are held at a Network Bank will be governed by the terms of this Agreement in the same manner and to the same extent as funds held in your Account at Bank, including with respect to interest rates, fee schedules, and the Funds Availability Policy, but you will not have direct access to any account that is established at a Network Bank or Custodian Bank and may not take any direct action with respect to a Deposit Network Service.

You appoint Bank as your limited agent to provide the Deposit Network Service. Bank may at any time and in its sole discretion effect deposits to and withdrawals from your Account(s) at Bank and any accounts established at the Network Banks as part of the Deposit Network Service. You authorize Bank to use one or more Third-Party Service Providers selected solely by Bank to act as your limited agent(s) to provide the Deposit Network Service, including the selection of one or more Network Banks and one or more Custodian Banks as Bank deems suitable for the purpose of providing the Deposit Network Service. Any funds in your Account(s) at Bank that Bank or its agents deposits at a Network Bank as part of the Deposit Network Service, and any funds that you hold or are held for your benefit at the same Network Bank by any other means (i.e., not by Bank or its agents as part of the Deposit Network Service) in the same capacity in which you hold the funds in your Account(s) at Bank, will be eligible for FDIC deposit insurance or NCUA share insurance, as applicable, in the aggregate up to the Standard Maximum Deposit Insurance Amount ("SMDIA") in effect under FDIC or NCUA regulations, which is currently \$250,000. IT IS YOUR RESPONSIBILITY TO MONITOR THE AGGREGATE BALANCE OF FUNDS YOU BENEFICIALLY OWN AT EACH NETWORK BANK TO DETERMINE WHETHER THE AGGREGATE BALANCE EXCEEDS THE SMDIA AND TO TAKE APPROPRIATE ACTION REGARDING THE FUNDS YOU OWN OUTSIDE YOUR ACCOUNT AT A NETWORK BANK. IF THE AGGREGATE AMOUNT OF FUNDS THAT YOU BENEFICIALLY OWN AT A NETWORK BANK EXCEEDS THE SMDIA, AND THAT NETWORK BANK WERE TO FAIL, YOU MAY BE SUBJECT TO A LOSS OF FUNDS IN EXCESS OF THE SMDIA. If you determine the aggregate balance of your funds at a Network Bank may exceed the SMDIA, then upon your request to customer service (see contact information below), Bank will use reasonable efforts to limit or lower the amount of your funds held, or avoid holding your funds, at such Network Bank.

Bank and its agents will maintain records of the balance that each depositor of Bank beneficially holds at each Network Bank. The use of the Deposit Network Service will not modify the Funds Availability Policy that is part of this Agreement. Subject to the terms of the Funds Availability Policy, your access to the funds in your Account will not be affected by Bank's participation in a Deposit Network Service.

Abandoned or Inactive Accounts. Applicable state unclaimed property laws govern when accounts are considered abandoned. Your Account is usually considered abandoned if you have not made a deposit or withdrawal, or signed in to your online Account, for a specified period of time. We are required by the unclaimed property laws to turn over accounts considered abandoned to the applicable state. Before we turn over an abandoned account, we may send a notice to you by e-mail or the address we show for the account statement. Unless prohibited by law, we may charge to your Account our costs and expenses of any notice, payment and turnover of the remaining balance of your Account to the applicable state.

FDIC Insurance. For any deposit accounts you open, the FDIC requires Bank to disclose, and you hereby acknowledge, that deposits held by Bank are insured up to \$250,000 federal deposit insurance limit, per depositor for each ownership category.

Account Owner Representations and Warranties. By requesting, activating or using the Account or by retaining, using or authorizing the use of the Account, the owner of the Account represents and warrants to us that: (a) Account owner has received a copy of this Agreement and agrees to be bound by and to comply with this Agreement; (b) the personal information that the Account owner provides to us in connection with the Account is true, correct and complete; and (c) the Account will only be used for personal, family or household purposes.

Our Relationship with You. This Agreement and the relationship between you and the Bank is that of debtor and creditor, and the Bank owes no fiduciary duty to you. The products and services offered by Platform are not endorsed or guaranteed by Bank and Bank assumes no liability for the Platform's products and services, except for those services expressly provided for in this Agreement. YOU UNDERSTAND AND AGREE THAT THE PRODUCTS AND SERVICES OFFERED BY BANK ARE NOT ENDORSED OR WARRANTED, WHETHER EXPRESS OR IMPLIED, EXCEPT AS SET FORTH HEREIN AND IN THE GENERAL TERMS OF SERVICE. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTIBILITY OR FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT AS MORE SPECIFICALLY SET FORTH IN THE GENERAL TERMS OF SERVICE. You understand that Platform and Bank are not partners, affiliates, or joint venturers with each other. Nothing in this Agreement is intended to be read or understood as making Platform and Bank partners, affiliates or joint venturers or impose any liability as such on either of them. Unless otherwise expressly stated in this Agreement, Platform has no authority to act or represent Bank in any way. Bank provides the services under this Agreement in part through one or more service providers, including Platform. You agree that Platform and any other such service providers are third-party beneficiaries of this Agreement, which means they can enforce the Agreement against you. You understand and agree that Platform is exculpated from any and all liability arising with respect to any of the services to the fullest extent permitted by law.

Standard of Care; Limitation of Liability. Our liability for losses you incur in connection with your Account is limited to actual damages proved that are proximately caused by our failure to exercise ordinary care or comply with this Agreement.

We will have no liability for acting on instructions from you, or instructions we believe in good faith to be from you. We will have no liability for declining to act on instructions whose authenticity or accuracy cannot be verified to our satisfaction, or for not acting on instructions not actually received. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we and our affiliates contract in order to offer your Account and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to your Account, any products or services purchased using the Account, or this Agreement (as well as any related or prior agreement you may have had with us).

Without limiting the foregoing, we will not be liable for and will be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communications facilities, equipment failure, war, act of terror, emergency conditions, or other conditions beyond our control. To the extent allowed by law, we not be liable for and will be excused from failing to process or any delay in processing a transfer of funds (i) if, in our sole discretion, processing a transfer would violate or contribute to the violation of any law, regulation or regulatory requirement; or (ii) if processing a transfer, in our sole discretion, would cause it to engage in an unsafe and unsound practice.

Except if another provision of this Agreement requires a shorter time period, any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Account-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with the Account.

This Section shall survive termination of this Agreement.

Adjustments. If we make an error in your favor by excessively crediting or insufficiently debiting your Account for any reason, including, without limitation, the giving of cash or credit in excess of a corresponding account debit, you agree that you immediately owe us the amount in error, whether you relied on the error or not, and that we may debit your Account for the amount in error.

Indemnification. You will indemnify and defend us and our officers, directors, employees, agents, and representatives, and hold each of them harmless, against suit, judgment, asserted claim, demand, excise taxes, claims, liabilities or losses, including fees of counsel, interest and other expenses, arising directly or indirectly from your Account, our performance under this Agreement, your breach of your obligations under this Agreement, your instructions, actions or omissions, or the instructions, actions or omissions of third parties whom you have permitted to direct, manage, view or otherwise act or omit to act in connection with your Account, except to the extent the claim, liability or loss arises out of our failure to exercise ordinary care or comply with this Agreement. If we and our officers, directors, employees, agents or representatives are entitled to indemnification under this Agreement, we will give you notice of the claim and any further pleadings, communication or other information connected with it. You shall defend us, and our officers, directors, employees, agents, and representatives or pay for the cost of our defense, as we or our officers, directors, employees, agents or representatives shall elect. The parties shall cooperate for the cost-effective defense of the claim, and we and our officers, directors, employees, agents and representatives will not settle any claim for which indemnification is demanded without your consent. This provision shall survive termination of this Agreement.

Right to Set Off. If your Account balance becomes and remains negative, we can use the funds in any of your accounts with us to repay the negative balance in your Account without any further notice or demand. Moreover, we have the right to set-off against any account you have with us any liability, direct or contingent, past, present or future that you owe us, including, but not limited to, any such liability you owe us under this Agreement. If your Account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. Further, you grant us a lien on and security interest in the funds on deposit in each of your accounts as security for all of your liabilities and obligations to us, now or in the future. You may not grant a security interest in your Account to anyone other than us without our written agreement.

Claims of Loss. If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your Account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

No Warranty of Availability or Uninterrupted Use. From time to time, services related to the Platform App or the Account may be inoperative. When this happens, you may be unable to access the Platform App, and you may be unable to use the Account or obtain information about the Account. Please notify us if you have any problems using the Account or Platform App. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts. To the fullest extent permitted by law, we do not make any warranties of any kind related to the Platform App, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose.

Amendment and Cancellation. Except as otherwise required by applicable law, we may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on the Platform App, and any such amendment will be effective upon such posting to the Platform App. You will be notified of any amendment(s) in the manner provided by applicable law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, we may implement it without prior notice. We may suspend or close your Account at any time. You suspend or close your Account by emailing support@utoppia.com. Your cancellation of your Account will not affect any of our rights or your obligations per this Agreement prior to

cancellation. If your Account is canceled, closed or terminated for any reason, you may request the balance to be returned to an external account that you have maintained, including any linked external account. Allow at least fourteen (14) days for processing of such balance return. If our offering is canceled, closed, or terminated, we shall send you prior notice, in accordance with applicable law. Specific information and instructions, including how to convert and receive any remaining Account balance, will be included in the notice.

Customer Service. For customer service or additional information regarding your Account, please contact Platform at: via WhatsApp at +1 650 495-2468 or via email at support@utoppia.com.

Customer Service agents are available to answer your calls:

- Eastern Time: Monday through Friday: 8:00 AM 9:00 PM.
- Central Time: Monday through Friday: 7:00 AM 8:00 PM.
- Pacific Time: Monday through Friday: 5:00 AM 6:00 PM.

Communications About Your Account. You agree that we may contact you by phone, text message, email, or mail to service your Account. You agree to provide us accurate contact information. You agree that we may contact you at any phone number, email address, or mailing address that you provide us. When you give us a phone number, you expressly consent that we and our agents may contact you by phone call or text message at that phone number. You agree that we may leave you prerecorded messages and that we may use automated telephone dialing systems when contacting you by phone call or text message at any number you provide us. You agree that we may monitor, record, and retain your communications with us at any time in accordance with applicable law.

Arbitration. PLEASE READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IN THIS ARBITRATION PROVISION, "WE" "OUR" AND "US" REFER TO BANK AND PLATFORM. THIS ARBITRATION PROVISION PROVIDES FOR MANDATORY ARBITRATION OF CONSUMER CLAIMS (SUBJECT TO SOME EXCEPTIONS), INSTEAD OF COURT PROCEEDINGS. IF YOU OR WE ELECT ARBITRATION OF A CLAIM, NEITHER WILL HAVE THE RIGHT TO PURSUE THAT CLAIM BEFORE A JUDGE OR JURY IN COURT OR TO PARTICIPATE IN A CLASS ACTION PROCEEDING. RIGHTS YOU WOULD HAVE IN COURT THAT MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION INCLUDE THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL. FEES AND EXPENSES OF ARBITRATION MAY BE HIGHER THAN THOSE ASSOCIATED WITH COURT PROCEEDINGS. THE ARBITRATOR'S DECISION WILL BE BINDING, EXCEPT AS PROVIDED BELOW.

Agreement to Arbitrate. Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Account, , or our services; iii) your use of the Account, or our services; iv) the amount of funds held in the Account; v) advertisements, promotions or oral or written statements related to the Account or our services; vi) the benefits related to the Account, or our services; or vii) transactions made using the Account, or our services, no matter how described, pleaded or styled, shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16). The arbitration shall occur in Oklahoma.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at www.adr.org.

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity; or iv) closing of the Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, YOU MUST NOTIFY PLATFORM WITHIN SIXTY (60) DAYS FROM THE DATE YOU ENTER INTO THIS AGREEMENT AT +1 650 495-2468 (VIA WHATSAPP) OR AT SUPPORT@UTOPPIA.COM (VIA EMAIL), TO CLOSE THE ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.

Costs of Arbitration. You and we will be responsible for paying the fees of the arbitrator and any administrative fees charged by the arbitrator according to the rules and procedures of the arbitrator. We will also pay or reimburse you for all or part of other arbitration fees, if the arbitrator determines there is good reason to do so, and we will pay any fees and costs, which we are required to pay by law or by the rules and procedures of the arbitrator. In addition, in the event that you receive an arbitration award that is greater than our last written settlement offer, the arbitrator shall have the discretion to require us to pay your attorneys' fees and costs. Otherwise, each party will bear its own attorneys' fees and costs, regardless of who prevails.

The arbitrator's decision is final and binding on the parties, except for any right of appeal provided by the Federal Arbitration Act. Costs will be allocated in the same way as costs are allocated in arbitration by a single arbitrator. A final and binding award is subject to judicial review only as provided by the Federal Arbitration Act. An arbitration award will be enforceable under the Federal Arbitration Act by any court having jurisdiction.

Governing Law. Unless governed by federal law, this Agreement shall be governed by the laws of the State of Oklahoma.

Termination. We and you each may terminate this relationship unilaterally at any time upon notice. We may suspend your Account or this Agreement at any time. To close your Account and terminate this Agreement, please contact us through Platform at the customer service contact information. For you to close your Account, your Account must not have a negative balance or any holds on funds in the Account. When you close your Account, all outstanding items will be processed and posted to your Account or returned unpaid. Upon termination, Bank will return to you any remaining funds in the Account in a check mailed to your address on file associated with the Account, provided that you may request the balance to be returned to an external account that you have maintained, including any linked bank account, such request to be granted in our discretion. Allow at least fourteen (14) days for processing of any such balance return. You agree that we require a reasonable amount of time to make your cancellation effective after you give us notice of cancellation. We will not be liable for any loss or damage that may result from not honoring any items we receive after your Account is closed. All linked bank accounts will be disconnected and no longer available to use in connection with the Account. Your cancellation of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to the effective date of your cancellation. You understand and acknowledge that even after executing this Agreement and opening an Account, Bank has the right to close your Account and terminate this relationship, and you will have no right to compel Bank to grant access to Bank services, either initially or after an Account is opened. If you terminate your relationship with Platform, the Account will automatically be closed.

FEE SCHEDULE

Services	Fee
Sending ACH - Domestic	\$1.00
Receiving ACH - Domestic	Free
Sending Same Day ACH - Domestic	\$3.00
Inactivity fee (six months and less than \$500 Balance)	\$3.00 per month
Wire Transfer - incoming domestic	\$5.00
Wire Transfer - Incoming International	\$32.00
Utoppia Plus Plan (Investments account and free same day ACH)	\$5.99 per month
Check Fee	\$20.00 for physical check
Account opening fee	\$0.00
Account maintenance fee	\$0.00
Account closure fee	Upon account closure, a fee may be deducted in an amount not greater than \$20, subject to the remaining funds in the account.

CARD FEE SCHEDULE

Services	Fee
Virtual card payments in other currencies different from USD	1,99 %
Physical card payments in other currencies different from USD	1,99 %
ATM card withdrawals	FX fee: 1.99% for all transactions in non USD ATM fee: Fixed price of \$7.00 USD for all ATM withdrawals, no matter the region where the ATM

	is located.
Physical card issuance and delivery	
Country	Fee
Argentina	\$9.99
Brazil	\$9.99
Colombia	\$9.99
Mexico	\$9.99
Uruguay	\$9.99
Peru	\$9.99
Dominican Republic	\$9.99
Paraguay	\$9.99