

# Deposit Agreement

## Evolve Bank & Trust

**Hi, welcome to a new way of banking. You are on the way to becoming a customer of Evolve Bank.**

**We did our best to make this agreement as easy to read and understand as possible. If you have any questions please let us know by emailing us at [evolvebank@synapsefi.com](mailto:evolvebank@synapsefi.com). You can access the agreement at anytime and even track any changes we make to it on our [GitHub](#).**

**We look forward to you joining us.**

Effective as of September 9th, 2017.

This agreement governs the Evolve Bank & Trust, Member FDIC, a subsidiary of Evolve Bancorp, Inc. ("Evolve Bank") deposit account and related services you opened with the assistance of the website and/or phone application providing you access to your account and the services under this Agreement ("Platform") and contains certain additional disclosures (the "Agreement" or "Deposit Agreement"). Platform is responsible for selecting the services under this Agreement to you; and, as 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 to you. Please read this Agreement carefully and keep it with your other financial records. Your account is held by Evolve Bank & Trust, an Arkansas state banking corporation, Member FDIC. For purposes of applicable FDIC deposit insurance limitations, please note that deposits in Evolve Bank accounts opened through Platform may not be separately insured from any other deposit accounts you may have with Evolve Bank.

This Agreement covers any account opened through Platform that you may have with us now, or in the future, and that is used primarily for consumer or non-consumer (i.e. business related) purposes. By opening your account, by conducting any transaction involving your account, or by maintaining your account after receipt of this Agreement, you agree to the terms in this Agreement. This Agreement also includes the schedule of fees in the Truth in Savings disclosures, any other agreement you enter into with us, and other terms and conditions made available to you on Platform's website or application (e.g. phone application) (collectively the websites and applications are the "Platform Website"). Access to your account and the services offered under this Agreement is limited to your use of

Platform Website unless notified by us otherwise. YOU UNDERSTAND THAT BY OPENING AN ACCOUNT THROUGH PLATFORM WEBSITE YOU AUTHORIZE EVOLVE BANK TO ACCEPT ALL INSTRUCTIONS PROVIDED BY PLATFORM ON YOUR BEHALF TO EVOLVE BANK UNLESS NOTIFIED OTHERWISE BY YOU AS DETAILED UNDER THIS AGREEMENT. This Agreement also includes any new or amended provisions and disclosures we may provide concerning your account. All of these documents together are a contract between you and us.

**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 as a consumer, we will ask for your name, address, date of birth, SSN, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. When you open an account as a non-consumer (e.g. corporation, limited liability company, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, government, governmental subdivision, agency, or instrumentality, public corporation, or any other legal or commercial entity), we will ask you for information about your business, including, but not limited to, your business' name, address, date you were incorporated or organized, tax identification number, articles of incorporation or other formation documents, and other information to help us identify your business entity. Additionally, you may also need to provide information about the business' beneficial owners or authorized signors including their names, tax identification numbers, and other identity related information. Finally, the business may also need to provide documents authorizing the opening and management responsibility of an account with [evolvebank@synapsefi.com](mailto:evolvebank@synapsefi.com). We will honor such authorization until we actually receive written notice of a change from the governing body of your entity.

IT IS VERY IMPORTANT FOR YOU TO READ AND UNDERSTAND THE ARBITRATION AND WAIVER OF JURY TRIAL PROVISIONS IN SECTION 2. IF A DISPUTE ARISES BETWEEN YOU AND US, YOU OR WE MAY REQUIRE THAT IT BE RESOLVED THROUGH ARBITRATION, RATHER THAN THROUGH JURY TRIAL.

Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence. YOU UNDERSTAND AND AGREE THAT THE PRODUCTS OR SERVICES OFFERED BY

PLATFORM ARE NOT ENDORSED OR GUARANTEED BY EVOLVE BANK AND EVOLVE BANK ASSUMES NO LIABILITY FOR PRODUCTS OR SERVICES PURCHASED OR OFFERED BY PLATFORM OR PLATFORM USERS. You understand that Platform and Evolve 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 Evolve Bank partners, affiliates or joint venturers or impose any liability as such on either of them. Platform is considered an independent contractor of Evolve Bank. Unless otherwise expressly stated in this Agreement, Platform has no authority to act for or represent [Evolve Bank](#) in any way. Evolve Bank provides the service under this Agreement through one or more Service Providers that Evolve Bank has engaged to render some or all of such services to you on Evolve Bank's behalf. You agree that Service Providers are third-party beneficiaries of this Agreement.

## 1. DEFINITIONS

The following terms and definitions apply when used in this Agreement. Some terms used in this Agreement but not defined below have the meaning assigned to them in the Uniform Commercial Code in effect in the state where we maintain your account.

**Account or Deposit Account.** Any type of deposit account to which funds may be deposited for consumer or non-consumer purposes.

**Account Owner or Owner.** Each person named in our records as an account owner with respect to an account.

**ATMs.** Automated teller machines.

**Attorney-in-Fact.** An agent designated under a valid power of attorney. We reserve the right, in our sole discretion, not to honor any power of attorney. An attorney-in-fact representing an account owner does not become an owner of an account and will not have rights in an account at the owner's death as a result of the agent's capacity as an attorney-in-fact.

**Available Balance.** The balance of funds in your account that is available for immediate withdrawal. Unlike the posted balance, the available balance reflects any holds placed on your account, including the restrictions described in the Funds Availability Disclosure included with this Agreement. Your available balance may be more or less than the amount of your posted balance.

**Business Account.** An account owned by a person other than a consumer for the commercial purposes.

**Business Days.** Our business days are Monday through Friday, excluding federal holidays.

**Dormant Account.** An account will be considered dormant if, for one year or more in the case of transactional accounts (two years or more for an account maintained in Florida): no transaction activity has been conducted on the account, no correspondence regarding the account has been received by us, and no account owner has otherwise indicated an interest in the account.

**FBO Account.** An account designated in your name “for the benefit” of sub-account holder(s) (e.g. “ABC Company for the benefit of ABC Company Customers”) administered by you.

**Individual Account.** An account owned by one party as indicated on our records, also referred to as single-party account. At the death of the owner of a single-party account, ownership passes as part of the owner’s estate unless the owner has chosen a P.O.D. account.

**Item.** A check, substitute check, draft, withdrawal order, payment order, or other similar instrument, order or instruction, whether oral, written or electronic, either for the deposit of funds to your account or for the payment of funds from your account. Items include debits and credits for point-of-sale, ATM, and virtual or physical card (i.e. debit or credit cards) (the “Card”) transactions, if such transfer abilities and features are made available to you by Evolve Bank. Evolve Bank may from time to time offer some or all of these item types for your account, but is not required to offer all of these items and item-related services at this time. Further, your access to item types may be limited pursuant to your agreement with Platform.

**Joint Account.** A deposit account with more than one account owner. Joint Accounts will be presumed to be with right of survivorship, which means that, at the death of an owner, ownership of the account passes to the surviving owner(s), and not to the deceased owner’s estate. On the death of the last surviving owner, ownership passes as part of the owner’s estate unless the owner has chosen a P.O.D. account by designating one or more beneficiaries.

**P.O.D Account.** A deposit account payable on request to one or more owners during their lifetime and on the death of the last surviving owner to one or more surviving beneficiaries and not to any owner’s estate. If two or more beneficiaries survive, the sums on deposit belong to them in equal undivided shares.

**Posted Balance.** The balance of funds in your account based solely on items that have been posted as credits or debits to your account. Unlike the available balance, the posted balance does not reflect any holds placed on your account. Your posted balance may be more or less than the amount of your available balance.

**Service Provider.** Independent contractors or other third parties, and their subsidiaries and affiliates, successors, and assigns, and all officers and employees that the Evolve Bank has engaged to render some or all of the service to you on the Evolve Bank's behalf, including, but not limited, to Synapse Financial Technologies, Inc.

**Substitute Check.** A paper reproduction of an original check that (1) contains an image of the front and back of the original check; (2) bears a MICR line containing all the information appearing in the MICR line of the original check at the time the original check was converted to an electronic image; (3) conforms in paper stock, dimension and otherwise with industry standards; (4) includes a legend stating, "This is a legal copy of your check. You can use it the same way you would use the original check."; and (5) is suitable for automated processing in the same manner as the original check.

**We, Our, Us, Evolve Bancorp, Inc., and Evolve Bank.** Evolve Bancorp, Inc., Member FDIC, or any other affiliate of Evolve Bancorp, Inc.. For purposes of Section 2 only, these terms also include the directors, officers, and employees of Evolve Bancorp, Inc. and its affiliates.

**You, Your, and Yours.** The account owner or if the account is a multiple-party account, any and all account owners.

## **2. DISPUTE RESOLUTION**

**ARBITRATION** Either you or we may ask to settle disputes by arbitration. Arbitration is a way of working out disputes without going to court. If you or we ask for arbitration, we would all meet with a person called an arbitrator. An arbitrator is like a referee or a judge. The arbitrator will listen to what you and we have to say. The arbitrator will decide who is right. The arbitrator's decision is called an award. The party who wins the award can take it to any court that could have heard the dispute and get an official judgment. **Please read the rest of this section carefully.** It explains how arbitration works.

**Some Legal Rights May Not Be Available in Arbitration: After any party asks for arbitration of a dispute, neither you nor we can ask a court to hear that dispute. There will be no jury trial of that dispute. You cannot be part of any class action relating to that dispute. The right to get information from each other, and other procedures, may be more limited in arbitration than in court. With a few limited exceptions, the arbitrator's award will be final and unchangeable. Other rights that you or we would have in a court also may not be available in arbitration.**

**WHAT DISPUTES ARE COVERED** Any dispute that arises from or relates to this Agreement, your Account and any transaction involving the Account will be settled by arbitration unless it is described below in "What Disputes Are Not Covered." It doesn't matter whether the dispute is based on contract, fraud, tort, intentional tort, statute, regulation, constitution, common law, equity or otherwise. It also doesn't matter when the dispute began (whether

before this Agreement, now or in the future). This arbitration provision will continue to apply after this Agreement ends and/or after you or we close the Account.

**WHAT DISPUTES ARE NOT COVERED** This arbitration provision does not cover any dispute: (1) That you or we could take to a small claims court, which usually limits its cases based on the amount of the claim; or (2) about the parts of this arbitration provision that prohibit class disputes.

**NO CLASS DISPUTES** You cannot join together in a dispute with anyone other than people who use your Account. Even if other people have disputes similar to a dispute that you or we ask to arbitrate, those people and their disputes cannot be part of any arbitration between you and us. You cannot arbitrate any dispute on a class action, private attorney general or other representative basis. Only a court, and not an arbitrator, may decide whether this provision prohibiting class disputes can be enforced.

**WHO WILL ARBITRATE** The American Arbitration Association (“AAA”) or JAMS ADR (“JAMS”) may arbitrate any dispute, or you and we may agree upon a different arbitrator. For more information about arbitration, contact the AAA ([www.adr.org](http://www.adr.org) or 1-800-778-7879) or JAMS ([www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267). If for any reason the AAA or JAMS is unable or unwilling to arbitrate, or you and we cannot agree on an arbitrator, we will use another national or regional arbitration group. The number of arbitrators will depend on the total dollar amount of all disputes by both you and us. If the total is \$250,000 or less, one arbitrator will hear the dispute(s). If the total is over \$250,000, three arbitrators will hear the dispute(s). Each arbitrator must be an active member in good standing of the bar for any state in the continental United States, and either: (a) actively engaged in the practice of law for at least 5 years or (b) a retired judge.

**WHAT RULES APPLY** The arbitration of any dispute will be conducted according to the rules of the arbitrator (“Rules”). If an arbitrator other than the AAA is chosen, the Rules of the AAA will be applied to any circumstance that is not addressed by the Rules of the chosen arbitrator. If the total of all disputes is \$250,000 or less, we will use any expedited procedures in the Rules. If this Agreement and the Rules say something different, we will follow this Agreement and not the Rules.

**HOW TO START ARBITRATION** Either you or we may start an arbitration by giving written notice to the other party. At a minimum, this **notice must describe the subject of the dispute and the result requested in arbitration by the party giving the notice.** If you ask us to arbitrate, you can choose the AAA or JAMS, or suggest another national or regional arbitration group to arbitrate the dispute. If we ask you to arbitrate, we will give you 10 days to choose the AAA or JAMS, or to suggest another national or regional arbitration group. In either case, if you suggest an alternative to the AAA and JAMS, we will

work with you to determine if you and we can agree on a different group or arbitrator. If you and we are unable to agree, the arbitration will be conducted by the AAA or, if the AAA is not available, by a similar arbitration group. The party asking for arbitration must file a notice with the arbitration group following the Rules in effect at that time.

**WHEN A PARTY MAY ASK FOR ARBITRATION** You or we may ask for arbitration before or after a lawsuit has been filed. You or we must ask for arbitration within the statute of limitations that would apply to the same dispute in court. If it is too late to resolve the dispute in court, it is also too late to resolve it in arbitration.

#### **WHAT THE ARBITRATOR(S) MUST DO**

Each arbitrator must:

- Limit discovery to information that is directly relevant to the dispute and is not considered confidential or otherwise protected from being made public. Discovery is the process by which you and we ask each other for information about the dispute;
- Make decisions and awards based on the evidence and applicable substantive law and the rules of evidence used in federal courts;
- Make decisions and awards only with respect to claims made by or against you individually;
- Give a brief written explanation of the basis for the award upon request of either party; and
- Make specific findings of fact and conclusions of law to support any award greater than \$25,000.
- Not make any award that would require you and us to continue any relationship we may have under this Agreement or otherwise.

**WHO PAYS FOR ARBITRATION** There will be costs for arbitration. Contact the AAA or other arbitration group to find out what the arbitration charges will be applicable. You may have to pay some of the arbitration charges unless an applicable law or the Rules say we must pay. At the end of the arbitration, the arbitrator(s) will decide who has to pay for any arbitration charges. The arbitrators will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and attorneys' fees awards will be offset.

**WHERE WILL ARBITRATION TAKE PLACE** Any arbitration will take place in the federal judicial district of Shelby County, Tennessee. Alternatively, we may agree that arbitration will take place somewhere else.

**WHAT LAW APPLIES** This arbitration provision is made pursuant to a transaction involving interstate commerce. The Federal Arbitration Act will apply to the construction, interpretation and enforceability of this arbitration provision despite any other choice of law provision in this Agreement.

**OTHER RIGHTS AND REMEDIES** Nothing in this arbitration provision will limit certain other rights you or we may have. This means that you or we could, for example:

- Get an injunction, which is a court order to stop someone from doing something; or;
- File an interpleader action, which is a type of lawsuit used to decide who owns property that more than one person claims to own.

If you or we do any of these things or take part in any other court case, it does not affect your or our rights under this arbitration provision.

**WHAT HAPPENS IF PART OR ALL OF THIS ARBITRATION PROVISION CANNOT BE ENFORCED** Only a court and not an arbitrator can determine if any part of this arbitration provision cannot be enforced. If a court with proper jurisdiction says that any part of the “No Class Disputes” subsection above (which prohibits arbitration of class disputes) cannot be enforced, then none of the arbitration section in this Agreement will apply, and this section will be considered deleted from the Agreement. If a court with proper jurisdiction says that any other part of this arbitration provision cannot be enforced, then the rest of this arbitration subsection still will apply, including the “No Class Disputes” subsection above.

**Waiver Of Jury Trial: This provision limits your rights to a jury trial. You should review this section carefully. If you and we have any dispute related to this Agreement, your Account, or any transactions involving your Account and (i) neither you nor we seek to compel arbitration of the dispute, or (ii) some or all of the arbitration section is unenforceable and the dispute will be resolved in court, then you and we agree voluntarily and knowingly to waive any right each may have to a jury trial to the fullest extent permitted by law.**

**ATTORNEYS’ FEES** In any action between you and us in court, the prevailing party will be entitled to receive from the other party an amount equal to the reasonable attorneys’ fees the prevailing party incurred in bringing or defending the court action.

### **3. ACCOUNT OPERATIONS**

**New Account Verification and Other Inquiries.** We may make inquiries that we consider appropriate and use third party services to help us verify your identity, obtain information regarding your previous banking relationships and determine if we should open, maintain,



collect or close your account. We may also report the status, history and/or closure of your account to third-party services.

**Identification.** To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. For these reasons and for our internal purposes, when you apply for an account, we will ask for information that will allow us to identify you. We may also ask for your driver's license or other identifying documents (or for an image or copy thereof).

**Owners.** You appoint all other account owners as your authorized agents for all purposes relating to your account including, but not limited to, endorsing checks, stopping payment, making deposits, making withdrawals, obtaining account information, making transfers from the account, closing the account, or pledging or assigning the account. A withdrawal from your account by any account owner or authorized signer will discharge our obligation to you with respect to the amount withdrawn, regardless of the source or ownership of the funds in the account. We may, but are not required to, honor a request by you to prevent a withdrawal or transfer by any other account owner or to remove another account owner from the account. You agree to indemnify us and hold us harmless from any loss or damage to you or anyone else that results from our honoring the request. You may be asked to execute additional certifications, attestations, or agreements in connection with the request.

**Assignment of Account.** No pledge, assignment, or other transfer of any account, whether by gift or otherwise, shall be binding on us unless acknowledged by us in writing. Unless we agree otherwise in writing, the account will remain subject to our rights of set-off even after we receive notice of the transfer. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest, except as required by law.

**Accounts are Transferable Only on Our Records.** We reserve the right not to acknowledge or accept any attempted transfer of an account.

**Authorization to Pay and Debit the Account.** You authorize us to pay or withdraw funds from the account, without any notice to you, on the order of any account owner, or on the order of any personal representative, guardian, conservator or custodian of any account owner (even if appointed in a state or country other than the one in which we maintain your account). You authorize us to honor orders to pay or withdraw funds received by us from any of these persons in writing, orally, or electronically (including by telephone).

**Powers of Attorney/Agents.** We may, but are not required to, honor orders and instructions concerning your account by an attorney-in-fact for any account owner, or by a personal representative, guardian, conservator, or custodian of an account owner. You

should notify us in advance if you plan to use a power of attorney involving your account. We may require that a power of attorney be executed on a form acceptable to us, that the power of attorney contain language satisfactory to us and/or that the attorney-in-fact present the original power of attorney before we honor the orders or instructions of the attorney-in-fact. We may restrict the types and dollar amount of transactions an attorney-in-fact may conduct. We may terminate acceptance of a power of attorney at any time and for any reason and without notice to any account owner or any other person. If we honor the orders and instructions of the attorney-in-fact, account transactions conducted by the attorney-in-fact and the instructions and orders of the attorney-in-fact are binding on all account owners. If we accept a power of attorney, we may continue to recognize and honor the authority of the attorney-in-fact until we receive written notice of revocation or termination of authority and have had a reasonable time to act on it. We assume no duty to monitor the actions of your attorney-in-fact to ensure that (s)he acts for your benefit.

If you make your account number, your Card, or personal identification numbers and/or security codes available to any third person for the purpose of transacting business on your account, you agree to assume full responsibility for any errors or wrongdoing performed or caused by such third person. You are responsible to us for any actions of such third person, regardless of whether those actions exceed the authority given.

**Processing and Posting Order.** You authorize and agree that we may, in our sole discretion, determine the order that we process and post credits, debits and holds to your account. You also authorize and agree that the order and/or manner in which we process and post credits, debits and holds may vary by the product, service, account type or type of transaction. You also authorize and agree that we are allowed to pay or authorize some credits, debits, and holds, and decline or return others, in any order we deem appropriate. The order in which we post credits, debits and holds to your account may not be the same as the order in which you make the withdrawals from or deposits to your account. You agree that any order in which we process and post credits, debits and holds to your account will not be an abuse of discretion. If two or more items are presented for payment from your account on the same day, we may pay or charge the items to your account in any order without regard to any contrary instructions from you, even if paying a particular item or items causes the available balance for your account to be insufficient to pay one or more other items that otherwise could have been paid. We may pay items drawn on us and other amounts that you owe us under this Agreement or otherwise, and we may exercise any rights of set-off we may have against the account before we pay any other item.

If an item was initiated at a point-of-sale terminal or is a Card transaction or ATM transaction, you agree that we may charge the amount of the item to your account or place a hold on your account in the amount requested by the merchant immediately upon

authorization of such transaction, even though we have not then actually received the item for payment. We will make payment for a transaction only after the actual transaction is presented to us physically or electronically. Each such hold will reduce the Available Balance in your account by the amount of the hold.

**Telephone Calls: Calling, Monitoring and Recording.** When you give a telephone number directly to us or place a telephone call to us, you consent and authorize us to place calls to you at that number. You understand that a “telephone number” includes, but is not limited to, a cell phone or other wireless device number and “calls” include, but are not limited to, telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from us or our affiliates and agents. As examples, we may place calls to you about fraud alerts, deposit holds, and amounts you owe us (collection calls) on your accounts. This express consent applies to each telephone number that you provide to us now or in the future and permits such calls regardless of their purpose. Calls and messages may incur charges from your communications provider.

You consent and authorize us to monitor, and to record, telephone conversations and other electronic communications you have with us and with our representatives for reasonable business purposes, including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

#### **4. ACCOUNT STATEMENTS, NOTICES AND OTHER COMMUNICATIONS**

**Electronic Communications.** To the fullest extent permitted by law, this Agreement, account statements, notices 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 those communications in an electronic form. Electronic communications may be posted on the pages within the Platform Website and/or delivered to your email address(es) associated with your account. 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 no later than five (5) business days after posting or dissemination, whether or not you have received or retrieved the communication. We reserve the right to provide communications in paper format.

Your consent to receive communications electronically is valid until you revoke your consent by notifying us of your decision to do so. If you revoke your consent to receive communications electronically, we may terminate your right to use the Platform Website or to obtain or maintain Platform account(s) and related services, and you accept sole liability for resulting from an involuntary termination of your Platform account(s) and related services, to the extent permitted by law.

**Delivery of Account Statements and Other Communications.** Except as expressly provided otherwise in this agreement, we will mail, send electronically, or otherwise make communications available to you. Unless notified otherwise, all communications will be sent electronically. 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 otherwise made available to you on the Platform Website. However, we 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 notice of any change of your postal or email address. Any account owner or authorized signer of a joint account may change the mailing address for your account. Notice to any one account owner shall constitute notice to all joint account owners in a joint account.

**Periodic Statements.** We will deliver or make available to you periodic statements for your deposit account at approximately monthly intervals unless we specify to you another interval period when you open your account or thereafter. The account statement will describe each item by item number (where appropriate), amount, and date of debit or credit. You agree to notify us promptly if you do not receive your statement by the date you normally would expect to receive it. For certain types of accounts, the periodic statement may be accompanied by the items or a facsimile of those items listed on the statement, unless the item or an image of the item is unavailable for any reason, for example, when an item is electronically presented (or re-presented) for payment against your account. If we comply with the foregoing provisions of this Section, you agree that the statement and items all have been delivered or made available to you in a reasonable manner. We will not be responsible for any indirect, special or consequential damages under any circumstances for our inability to provide copies. Our liability, if any, will not exceed the face amount in question.

**Errors; Unauthorized Transactions and Forgeries.** Our records regarding your accounts will be deemed correct unless you timely establish with us that we made an error. It is essential that any account errors (including missing deposits), unauthorized transactions, alterations, unauthorized signatures, unauthorized or forged endorsements, forgeries, encoding errors, posting errors (such as debits or credits posted twice, debits posted as credits or credits posted as debits), unauthorized or disputed fees (of any kind) or any other improper transactions on your account (collectively referred to as “exceptions”) be reported to us as soon as reasonably possible. Otherwise, we may not be liable for the exceptions. You agree that you will carefully examine each account statement or other communication you receive and report any exceptions to us promptly after you receive the statement or other communication. You agree to act in a prompt and reasonable manner in

reviewing your statement or other communication and reporting any exceptions to us. If you do not report an exception to us within thirty (30) days after we send or make the statement or other communication available to you, you agree that we will not be liable to you for any loss you suffer related to that exception and that you cannot later dispute the transaction amounts and information contained in the statement. This means that, if you do not report exceptions to us within thirty (30) days after we send or make the statement or other communication available to you, we will not reimburse you for any such disputed amounts or any loss you suffer, including, but not limited to, any amounts lost as a result of: paying any unauthorized, forged, or altered item, or paying any other item altered or forged by the same wrongdoer if we paid the other item before we received notice of any of these exceptions from you. Except as provided by applicable law, you also agree that we will not be required to reimburse you for any exceptions caused by your own negligence. Different rules may apply to items that are electronic fund transfers. In any case, you agree to repay us promptly any amount credited to your account in error, and you authorize us to debit your account to obtain payment of any erroneous credit.

**Record Retention.** We will retain any item paid on your account for a period of fifteen (15) business days from the date the item posts to your account. We will retain copies of those items for seven (7) years.

## **5. ACCOUNT TRANSACTIONS**

**Signatures; Mobile and Facsimile Signatures.** This service is not currently offered by us but may be offered to you in the future. If made available to you and before using any form of facsimile or mobile signature in connection with a Deposit Account, you agree to submit a sample to us and to execute and deliver agreements in a form we require. When you use a facsimile or mobile signature, you agree that you shall have the sole responsibility for ensuring the security of the facsimile or mobile signature, and you bear the entire risk for unauthorized use thereof, whether or not you are negligent, except where it may be required by law. We will not reimburse you or any other person for items drawn in this fashion by any unauthorized person or by any person who exceeds his or her authority to do so, and we may honor all of these item types presented to us. You agree to indemnify and hold us harmless from all losses resulting from our honoring an item in any instance in which the item bears or purports to bear a facsimile signature resembling a signature on file with us, regardless of by whom or by what means the actual or purported signature was affixed to the item. You agree that signatures by your authorized agents (e.g., persons acting under a power of attorney) are valid, even if the principal-agent relationship is not indicated on the instruction. You agree that no facsimile or mobile signature we have been authorized to honor may be considered a forgery or an unauthorized signature, and that such facsimile shall be effective as your signature or endorsement, whether or not you have

been negligent. We may rely on each signature on prior authorized items in all transactions connected with the account. We are not required to act upon instructions received by fax transmission, voice mail, support message, or email unless you are reporting a Regulation E dispute to us.

**Check Signature Verification.** This service is not currently offered by us but may be offered to you in the future. We may process certain checks mechanically, based on the information encoded on the items. Although we may review checks from time to time, you understand that reasonable commercial standards do not require us to do so.

**Items Not Bearing Your Signature.** If you give information about your account to a third-party who represents to you that, in the ordinary course of its business, it will present unsigned items or demand drafts, (i.e., items which do not bear your actual signature, but purport to be drawn with your authorization) for payment or initiate transfers from your accounts, then any item initiated by that person will be deemed authorized by you, even though they do not contain your signature and may exceed the amount you authorized to be charged, and may be charged to your account. This provision shall not obligate us to honor such items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items in the past. You assume the entire risk that the information you furnished may be used improperly or by an unauthorized person. We will not reimburse you or any other person for items drawn in this fashion by any unauthorized person or by any person who exceeds his or her authority to do so, and we may honor all items of this type presented to us. For the purposes of this section, all items submitted through Platform Website will be deemed authorized by you unless you notify us otherwise.

**Wire Transfers.** Wire transfers may be available to by Platform. 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 and, as applicable, through Platform Website, application or notification services. If the payment order does not specify an account, we may deposit the payment into any account that you maintain with us (including joint accounts). 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. If there is ever any inconsistency or conflict between the account number and the name of a recipient on an instruction or payment order, we may rely exclusively on the account number and bank identification number contained in a payment order rather than the name.

**Insufficient Available Balance and Overdrafts.** If your available balance is insufficient to pay the total amount of items presented against your account, we may, at our option, return any of the items unpaid or pay any or all of the items, even though payment will cause an overdraft of your account. We may return any item at any time if your available balance is

insufficient to pay that item, even if we previously have permitted overdrafts. You are not entitled to rely on any prior act by us with respect to your account. Our election to pay overdrafts does not establish a course of dealing between you and us or modify the terms of this Agreement. You agree that, if your available balance is insufficient to pay any item presented against your account, you will pay promptly the amount of any overdraft without further notice or demand. Your failure to pay this amount promptly may result in charges to your account. We may use subsequent deposits and other credits to the account to cover any overdraft and any charges existing in your account. Each account owner will be jointly and severally liable for the charges regardless of which account owner is responsible for their occurrence. In the event you fail to pay the amount of any overdraft and we refer your overdrawn account to an attorney for collection, 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. These charges are imposed on any items, regardless of how they are created.

**Stop Payment Orders.** You may request us to stop payment on any draft or similar written order or instruction drawn on your account by giving us the information we may request, including the account number, the item number, the date of the item, the payee of the item, and the exact amount of the item. We will search for your item by computer, so it is essential that all information you give us is accurate. To be effective, we must receive any stop payment order in time to afford us a reasonable opportunity to act. We will confirm your oral stop payment order in writing, and the information included in our written confirmation will be conclusively presumed to be correct unless you notify us within fourteen (14) days of the date of the confirmation. Confirmed stop payment orders will be continued in effect for a period of two (2) years from the date the initial oral stop payment order was placed or such other period of time as required or under applicable law, regulation or rule (including, but not limited to, the UCC as enacted under any applicable law, regulations issued by the Federal Reserve Board and rules issued by the National Automated Clearinghouse Association). A confirmed stop payment order will expire at the end of the two-year period unless you revoke it at an earlier date or renew it in writing for an additional two-year period. You may not stop payment on an item if we have verified to the payee that the available balance in your account is sufficient to pay such item, or if we have accepted that item by payment or otherwise. Any account owner may place a stop payment order, and we are not required to release a stop payment order unless requested to do so by the account owner who requested it. You agree to indemnify us and hold us harmless from and against any loss, damages, and expenses (including attorney's fee) we may incur by reason of our refusal to pay any item upon which you have stopped payment. For stop payment orders on preauthorized electronic funds transfers, please refer to the Electronic Fund Transfer Disclosure Statement in this booklet.

**Illegal Transactions.** You agree that you will not use your account for any transaction that is illegal in the jurisdiction where you live, in the jurisdiction where the transaction is consummated, or in any other jurisdiction affected by the transaction. You agree that it is your responsibility to determine the legality of each of your transactions in all applicable jurisdictions before entering into the transaction. You acknowledge and agree that we have no obligation to monitor, to review or to evaluate the legality of transactions on your account. You also agree that you will not use your account in connection with any Internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction. We reserve the right to refuse or return any item that we believe is related to an illegal transaction, an Internet or online gambling transaction or a high-risk transaction. To the fullest extent permitted by law, you agree to pay for any item that you authorized, even if the transaction related to that item is determined to be illegal.

## **6. DEPOSITS, COLLECTIONS, AND PAYMENT OF ITEMS**

**Deposits.** All deposits to your account must be initiated through the Platform services or Platform Website. We do not currently accept cash or checks; however, we may offer these services to you in the future. We may refuse to accept for deposit or collection any item you offer for deposit, accept all or any part of a deposit for collection only, or limit the amount of the deposit. We may without prior notice to you (except where prior notice is required by law) place a hold on the account for the amount of deposited items for the approximate period of time it takes us to verify that the items will be paid. During the hold period, interest-bearing accounts will earn interest in accordance with the interest schedule. We may accept an item for deposit to your account from anyone and without questioning or verifying the authority of the person making the deposit. Any item that we cash or accept for deposit may be subject to later verification and final payment. We may deduct funds from your account if an item is lost (unless such item was lost due to our negligence), stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Credit for any item we accept for deposit to your account, including funds that are deposited by electronic transfer, is provisional and may be revoked if the item is not finally paid, for any reason, in cash or its equivalent. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account any of you maintain with us. We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit. If you deposit an item that bears the endorsements of more than one person or persons who are not known to us, we may refuse the item, require all endorsers to be present, or require that the endorsement be guaranteed by another financial institution acceptable to us before we accept the item.



Our policy on the availability of deposits for withdrawal is described in the Funds Availability Disclosure. Please see the Mobile Deposit Agreement section below for information about the availability of funds from deposits made using Platform Mobile Deposit.

**Collection as Agent.** Items delivered to us for deposit or collection are received by us as your agent for collection and at your risk. We may accept an item for collection only (such as a returned deposited item or an item drawn on a non-U.S. institution). In situations where we accept an item for collection only, we will not give you cash or an official check for the items until the items have been paid. We are obligated only to exercise ordinary care in handling and collecting items delivered to us for deposit or collection. We shall not be liable for the misconduct, neglect, insolvency, mistake, or fault of other persons or entities, or for loss or destruction of any item in transit or in the possession of others or for loss of use as a result of theft, fire, or other event beyond our reasonable control. If any item deposited to your account is payable by a payor that is not a bank, we may send the item directly to that payor. Items payable through another bank may be sent directly to that bank or to collecting agents who likewise shall have the right to send the items directly to the bank on which they are drawn or at which they are payable. In our discretion, payment of these items may be accepted in cash or drafts and neither we nor any collecting agents shall be liable for failure to collect such drafts. Each collecting agent is deemed to be your agent. No collecting agent shall be liable for loss arising from any act or omission of another agent.

**ACH Credits.** Credit for an automated clearinghouse (“ACH”) transfer (if made available on your account) is provisional until final payment is received by the payee’s financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the beneficiary, and the payee’s bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand. We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement. Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. You also can contact us to determine if a transfer has been credited to your account.

**Joint Deposits.** If an account is a joint account, our rights and liabilities for payment of any sums on deposit shall be governed by the laws of the state in which we maintain your account.

**Deposits by Agents or Trustees.** Where a deposit is accepted from an agent, trustee, or other representative, we do not have to inquire as to the authority of the representative,

and the deposit may be paid to the account owner or to the representative without inquiring as to the disposition of the deposit.

**Check Endorsement Standards.** This service is not currently offered by us but may be offered to you in the future. If check deposits are enabled for your account, the following will apply. If you deposit checks into your account, you are responsible for the condition of the back of the check when it is deposited. The back of the check is used during the check collection process to record the identification of banks processing the check. Most of the back of the check is reserved for bank use. You agree that the endorsement of the check must be contained in the payee endorsement area, which is limited to 1-1/2 inches from the trailing edge of the check on the back. The trailing edge of the check is defined as the left side of the check looking at it from the front. Any writing, stamp, or marking outside of the payee endorsement area may delay the proper return of any unpaid check you have deposited. You agree to indemnify us from any loss or liability, including attorney's fees, that may be caused by your failure to adhere to the endorsement standards of the Federal Reserve System.

**Direct Deposit and Deposits by Mail.** This service is not currently offered by us but may be offered to you in the future. If direct deposits or deposits by mail are enabled for your account, the following will apply. Our direct deposit service and deposit by mail service are for your convenience. Currently, we do not accept direct deposit or deposits by mail, but we reserve the right to offer this service to you at a later time. We are not accountable for deposits made in this manner until the deposit is actually accepted and processed by our authorized employees. Deposits made in this manner will be posted to your account after acceptance by our authorized employees and the expiration of any applicable hold. Our records are conclusive proof of what deposits we received from you through the mail service. If any direct deposit is recalled, we are authorized to reverse the deposit without prior notice to you, except as otherwise required by law. Your claim that an item was deposited, which is now missing, will not create a presumption that there is a missing item or that we failed to act with ordinary care.

**Chargebacks.** In the event a deposited item drawn on us (an "on us" item) is determined by us not to be payable for any reason or a deposited item drawn on any other payor is returned to us for any reason, without regard to whether the other payor returned the item to us before its deadline to do so, we may charge the item (a "chargeback item") to your account or to any account of which you are an owner (including any joint account) or an authorized signer. We may debit all or part of a chargeback item to your account even if doing so results in or causes an overdraft of your account and regardless of whether the item can be physically returned to you. You authorize us to debit any of your accounts held with other financial institutions that you have previously associated with your account for

such returns. You waive notice of dishonor in connection with any item that is not finally paid in full and that we charge back to your account. We may recover from you any amount withdrawn by you against a chargeback item. In the event that our debit of all or part of a chargeback item results in or causes an overdraft of your account, we may obtain and retain possession of the item, if it is available, until we recover from you the amount of any overdraft of your account and for a reasonable time thereafter. If our debit of all or part of a chargeback item that is an “on us” item does not result in or cause an overdraft of your account, our deadline for return to you of the item, if it is available, shall be six business days after we make such determination. If we are notified that any item for which you received payment or credit to your account is not properly payable, you agree that, without notice to you, we may authorize the drawee bank to hold the item and try to obtain payment. We will not initially decide whether a deposited item has been improperly returned; if you believe that a deposited item has been improperly returned, you should contact us immediately. We will not be responsible for failing to pay any item presented against your account before a deposit becomes available for withdrawal, as set forth above, if the available balance in your account, without regard to such deposit, is insufficient to pay the item, as provided in Section 5.

**Reserves.** In certain circumstances, we may determine that a reserve account (“Reserve Account”) is necessary to protect against a chargeback item or other losses under this Agreement in order to provide the services under this Agreement to you. The Reserve Account will be controlled by Evolve Bank and held on behalf of you. Where needed, we may, in our sole discretion, set the terms of your Reserve Account and notify you of such terms, which may require that a certain amount (including the full amount) of the funds received for your transaction is held for a period of time or that additional amounts are held in a Reserve Account. In our sole discretion, we may elect to change the terms of the Reserve Account at any time for any reason based on your history with us, account balances or as otherwise necessary to protect us against losses under this Agreement.

You authorize us to fund the Reserve Account by any means under this Agreement including, but not limited to: (i) withdraws from any accounts you are the owner (including joint accounts) or authorized signor; (ii) withdrawing funds from any of your accounts with other financial institutions which you have previously sent or received funds from; or (iii) requesting that you provide funds to us for deposit to the Reserve Account.

You will not at any time during the term of this Agreement, or until all amounts due under this Agreement have been paid in full, grant or pledge any security interest in or lien in the Reserve Account to any person or entity without the prior written consent of Evolve Bank.

This Agreement shall constitute a security agreement under the UCC. You grant us a lien and security interest in your Reserve Account. You will execute, deliver, and pay the fees for any

documents we request to create, perfect, maintain and enforce this security interest (collectively, "Secured Assets"). We may exercise this security interest without notice or demand of any kind by making an immediate withdrawal or freezing the Secured Assets.

**Error Correction.** Errors in posting, addition, subtraction and calculation, whether by you or us, are subject to correction by us at any time; provided that we may not be obligated to correct certain errors if you fail to notify us of the exceptions in a timely manner as described in Section 4. You agree to repay us promptly any amount credited to your account in error, and you authorize us to charge your account or any other account of which you are an account owner, to obtain payment of any erroneous payment or credit.

**Miscellaneous.** We may disregard any information on an item drawn on your account other than the signature, the amount of the item, the date of the item, the account number, and the endorsements. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "void after 6 months," "two signatures required," "payee's endorsement required," "not good for more than \$(amount)," "void if not paid in (number) days," "payment in full," and the like), whether on the front or back, in any form or format. If you cash or deposit an item or create an item with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item. We shall have the right, but not the obligation, to process any item that is materially incomplete or has been altered.

## 7. WITHDRAWALS

You may withdraw part or all of your account's available balance. Any account owner of a joint account may withdraw all or part of the available balance in the account, regardless of who deposited the funds into the account. We accept no responsibility or obligation, except as required by law, to supervise or review the use of your account.

**Restrictions on Withdrawals.** All payments from your account must be drawn in U.S. dollars. We may (but are not obligated to) require suitable identification and/or presentation of account ownership records for any withdrawal or account closure. We expressly disclaim a duty to enforce multiple signature requirements. As such, we expressly disclaim a duty to confirm that two or more (or any combination) of owners have approved any transaction. We may act upon the instructions or order of any one owner. However, at our discretion, we may require all of your signatures for the withdrawal of funds and/or the closing of any account.

Without prior written notice to you, we may place a hold on your account to cover a claim against your account under this Agreement or otherwise, or we may pay the source of the claim when we receive any notice, claim, or court order which we believe may affect your

account (such as liens, garnishments, attachments, levies, injunctions, or other orders of a court or other governmental agency), regardless of the form or manner in which we receive the notice, claim, or court order and regardless of whether we are a named party to the notice, claim, or court order. You understand and agree that the decision by us to take certain actions, including placing holds on or limiting access to your account may be based on confidential criteria that are essential to risk management or security concerns. We are not under any obligation to disclose the details of our risk management or security procedures to you. Hold on your funds due to misconduct, security concerns or breach of this Agreement may extend up to ninety (90) days and in some unforeseen circumstances longer. We will not be responsible for refusing to let you withdraw funds from the account or refusing to pay items presented against your account while the hold is in effect or after we have paid funds to the source of the claim.

**Conflicting Demands/Disputes.** If there is any controversy, dispute or uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions, or we believe a transaction may be fraudulent or may violate any law, we may, in our sole discretion, refuse to pay any funds to anyone until we are satisfied that the controversy, dispute or uncertainty is resolved, or we may continue to honor the authority of account owners and authorized signers as reflected on our records. Specifically, we may, in our sole discretion: (1) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (2) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (3) require the signatures of all owners and/or authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of owners and/or authorized signers on the account; (4) pay or offer to pay the account balance to a court of appropriate jurisdiction, naming all of the claimants to the account as defendants in an interpleader action (you agree to reimburse us for all expenses we incur in an interpleader action, including attorney's fees and costs, and we may obtain reimbursement of those expenses from your account without notice to you); and/or (5) continue to honor checks and other instructions given to us by persons who appear as owners or authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction. We will not be responsible for any damages you may suffer as a result of our refusal to allow you or anyone else to withdraw funds due to the controversy, dispute or uncertainty or our allowing any existing owner or authorized signer to continue to conduct transactions on the account during the controversy, dispute or uncertainty.

**Legal Process** We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe

(correctly or otherwise) to be valid. We may not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. You acknowledge that accounts opened with trust or fiduciary designations (e.g., “XYZ, Inc. Client Trust Account”) may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

## **8. SUB-ACCOUNTS**

We may establish two or more “sub-accounts” on our books for certain deposit accounts. If we elect to establish the sub-accounts, it will not affect the other terms and conditions of your account or this Agreement, the Federal Deposit Insurance protection afforded on your account, the interest (if any) paid on your account, the service charges imposed in connection with your account, or the Truth in Savings disclosure given to you. All of the sub-accounts will remain your accounts, but will be used by us internally to manage your funds. The first sub-account may be treated as a “savings deposit account” for the purposes of Federal Reserve Board regulations. You authorize us to transfer funds between the two sub-accounts consistent with Federal Reserve Board regulations. As such, we must advise you that the regulations require that we reserve the right to require at least seven (7) days’ written notice prior to the withdrawal or transfer of funds from the savings sub-account.

We do not currently exercise that right with respect to these savings sub-accounts. In the event we determine to exercise that right, we will close the savings sub-account and transfer all funds back to your current account and cease the sub-account agreement. Your deposit and withdrawal capabilities are not affected by our election to establish the sub-account. For the purposes of FBO Accounts and accounts held “for the benefit of” another person(s), sub-accounting of the funds held for and owned by a person other than the person listed on the account are not considered “sub-accounts” under this section.

## **9. DORMANT AND ABANDONED/UNCLAIMED ACCOUNTS**

We may be required to transfer the balance in any account that remains dormant, or that is otherwise considered “abandoned” or “unclaimed” for the period of time described by the laws of the state where we maintain your account (or, if applicable, the laws of the state of your last residence as shown on our records) to that state as “abandoned” or “unclaimed” property. If funds are remitted to the state, you may file a claim with the state to recover the funds. For security reasons, we may refuse a withdrawal or transfer from accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction’s authorization. In the case of interest-bearing accounts that become dormant,

we also may reduce the rate of interest or cease paying interest as disclosed on the applicable schedule and in accordance with applicable state law. Once an account is classified as being in dormant status, you should email us at [evolvebank@synapsefi.com](mailto:evolvebank@synapsefi.com) to request that the account be reclassified as “active.” Simply conducting a transaction on an account classified as dormant will not necessarily cause the account to be reclassified as “active”.

#### **10. SET-OFF**

You acknowledge that, except as otherwise prohibited by law, we have the right to charge or set-off against your account any indebtedness or other obligations which you or any owner owe us, at any time, without any further notice to or demand on you, whether the indebtedness or other obligations exist at the time the account is opened or arise later. The indebtedness includes, without limitation, all charges and overdrafts incurred on any account you hold with us. You agree that we may set-off against the account any claim which we have against you without regard to the source or ownership of the funds on deposit in the account and without requirement that the claim be owed to us by all of the account owners. You also agree that, to the extent allowed by law, we may set-off any indebtedness or other obligations which you owe us under this Agreement against any other account or property in which you have an ownership interest that is in our possession or control.

#### **11. WAIVERS**

You waive and agree that we may waive certain legal requirements called presentment, demand for payment, protest, notice of protest, and notice of dishonor with respect to any and all items for which you received payment or credit from us. No departure by us from the provisions of this Agreement or any waiver of any fees and charges with respect to your Account shall constitute a waiver by us of any further right to impose any charges or enforce the provisions of this Agreement or a course of dealing different from the terms of this Agreement.

#### **12. OTHER SERVICES**

If you have chosen to receive any of our other banking services offered in connection with your account, such as ACH origination services, online banking, and mobile banking, we may provide certain terms and conditions of the additional service to you in a separate agreement or disclosure.

#### **13. INTEREST; INTEREST REPORTING**

Interest may be paid on accounts at the times and at the rates adopted from time to time by us as detailed in the Truth in Savings disclosures. On each interest payment date, interest will be paid only if, on that date, the ledger balance for the account is equal to or more than

the minimum amount required by us in order for you to receive interest on that account. At any time and without prior notice to you (except where prior notice is required by law), we may change these rates and minimum ledger balance amounts or discontinue the payment of interest. The originally effective interest rates and required minimum ledger balance amounts are shown on the interest schedule provided to you at the time you opened your account, and a schedule containing current interest rates and required minimum ledger balance amounts is available to you upon request. Interest paid to you is reportable to the Internal Revenue Service as having been received by the first account owner shown on our records maintained for the account. We may be required to withhold a portion of your interest payment and remit it to the Internal Revenue Service.

#### **14. CHANGES TO ACCOUNT STATUS**

**No Business Usage for Consumer Accounts.** We reserve the right to close your consumer account if we determine that it is used for business purposes (meaning that the account is not used primarily for personal, family, or household purposes). Your account may be considered a business account if, among other reasons, it fits into one or more of the following examples: your account has a business name; deposits include credit card drafts; your account has over 100 withdrawals per month; deposits regularly contain over \$2,500 in cash; or your account has over 10 deposits per month. If we discontinue your type of account, we may convert your account to another type of account including a business account under this agreement. We may also convert your account to another type of account based on our evaluation of how you use the account. If we convert your account, we will may provide you with information containing additional terms and conditions of your new account. **Changing Account Type.** If you should change from one product/account type to another during the statement period, your account may be subject to the periodic charges and fees and requirements of the new product/account type for the entire period.

#### **15. APPLICABLE LAW**

This Agreement and all accounts are governed by the laws of the State of Tennessee and applicable federal laws and regulations in effect from time to time and are subject to any applicable automated or other clearinghouse rules and regulations. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision of this Agreement. For purposes of this Agreement, your account will be deemed to be maintained in Tennessee, and this Agreement will be deemed to have been entered into in Tennessee. You agree that State or Federal Courts within the State of Tennessee shall have jurisdiction over any and all disputes arising under or pertaining to this Agreement, and that venue in any such dispute shall be located in the state or federal courts of Shelby County, Tennessee.

#### **16. ADDITIONAL PROVISIONS**



**No ACH Debits.** We do not currently accept ACH debits on your accounts; however, we reserve the right to offer these services to you in the future or accept a request for ACH debit request per the terms of this Agreement.

**Checks.** Checks may not be ordered or written on your accounts unless notified otherwise by us or Platform. Any payments from your account that involve a check, including written checks, check by phone or third party authorizations that come through as a check, may not be honored.

Checks should not be ordered from any source for your account. If the merchant processes a payment as a check, the check will be rejected and not paid, this includes e-checks. You may be charged a fee by the merchant if this happens.

Notwithstanding the above or any other provision in this Agreement, we may, in our discretion, accept a check drawn on the account. Accepting any such check(s) does not constitute a course of dealing between you and us, nor will you hold us liable for accepting any duly authorized check(s) drawn on the account.

**Closing Your Account.** We reserve the right to close your account at any time, for any reason or for no reason, without the necessity of prior written notice. If we close your account, we will notify you by mail, electronically or by telephone that we have closed your account unless your account has had a zero balance for thirty (30) days or more. We may (but do not have to) mail you a check for the available balance in your account. Written notice that the account has been closed and a check, if any, will be sent to any address shown on our records for you, or if the account is a joint account, to any account owner to whom we elect to send it. Once we have closed your account, you agree that we can:

- Refuse to honor any checks you have written or any other items which are presented to us for payment after we have closed your account.
- Refuse to collect any check you have deposited in your account, to collect any check you have deposited to your closed account, or to accept any automated deposit to your account.
- Assess any service charge otherwise applicable against any remaining balance in your account.

We are not responsible to you for any damages you may suffer as a result of your account being closed. If you attempt to make a deposit to an account we closed due to non-payment of an overdraft or otherwise, we may collect the deposit and set-off your indebtedness to us. Any funds in excess of \$1.00 will be returned to you.

We reserve the right to refuse your request to close your account, if your account is not in good standing. If you intend to close your account, you should notify us. Simply reducing

your account balance to \$0.00 is insufficient notice. If you close your account you are responsible for transactions you initiated or authorized, including those that we receive after the account is closed. Withdrawals from your account may be restricted prior to Account closing as further detailed in this Agreement.

**Revoking Platform Access to your Account.** You may revoke Platform's access to your account by emailing us at [evolvebank@synapsefi.com](mailto:evolvebank@synapsefi.com). Upon receiving notice from you, we will use commercially reasonable efforts to revoke Platform's access to your account unless in our sole discretion revoking such access is in violation of an agreement or law, or we otherwise determine revoking access will result in losses under this Agreement. In some circumstances, we may require you to close your account after you revoke Platform's access to your account.

**Indemnification.** Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our services, and (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

**Survival of this Agreement.** All provisions of this Agreement, including, but not limited to, the dispute resolution provisions contained in Section 2 and provisions relating to your liability to us, shall survive the termination of this Agreement or closure of your account(s) by either party for actions arising in connection with this Agreement or your account(s).

**Amendments/Changes to this Agreement.** From time to time, we may amend or change (add to, delete or alter) the terms of this Agreement and make modifications and additions to the Platform Website and other services we provide. Amendments of this Agreement may include modifying and deleting existing provisions and adding new provisions. We agree to provide you notice of any amendment to the terms of the Agreement (except an amendment benefiting you) at least thirty (30) days, or a longer period if required by law, before that amendment becomes effective by mailing you notice of the amendment to the last postal address shown on our records, electronically if you have agreed to receive such notices electronically, by making the notice available with the periodic statement of your account (as applicable), by emailing to the email address shown on our records, or by posting notice of the amendment on the Platform Website. We may, but are not required to, give you notice if the amendment will be to your benefit. If there is more than one account owner or authorized user of the account, we will send the notice of amendment to only one of you. By continuing to maintain your account, conducting a transaction or obtaining services or products relating to this Agreement or your account after the amendment becomes effective, you agree to the amendment of this Agreement. We also may, in our sole

discretion, substitute services or discontinue certain kinds of services, products and accounts, and place restrictions on certain types of accounts. If we discontinue the kind of account you have, we can transfer your account balance to another type of account. In that case, we will send you a notice at least thirty (30) days before the transfer takes effect. By continuing to maintain your account, conduct a transaction, or obtain services or products from us after the transfer takes effect, you expressly agree to the change in the kind of account you have.

**Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable for any reason, such holding shall not invalidate or render unenforceable any other provisions of this Agreement. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders unenforceable any provision hereof, and to the extent that such waiver is not permitted by applicable law, the parties intend that such provision be interpreted as modified to the minimum extent necessary to render such provision enforceable.

## **17. ELECTRONIC BANKING SERVICES**

This service is not currently offered by us but may be offered to you in the future. If these services are enabled for your account, the following will apply. We may, but we are not required, to provide you with a Card and PIN to access your account electronically or you may be required to create a PIN to access your account electronically. Please review the agreement that governs the use of and that comes with the card carefully.

You agree to use the card and PIN only in the manner and for the purposes described in the applicable agreement. If you attempt to use the card and PIN in any other manner or for any other purpose, we may reject the transaction, or at our discretion, we may complete it without incurring any obligation to honor the same type of transaction in the future. We may terminate a card or PIN at any time without notice to you.

In order to prevent unauthorized access to your account, you agree to maintain the confidentiality and security of the card and PIN. You agree to notify us immediately if you believe your card or PIN may have become subject to unauthorized use. We may suspend or cancel your card or PIN even without receiving such notice from you if we suspect your card or PIN is being used in an unauthorized or fraudulent manner. You agree that the use of the PIN constitutes a commercially reasonable security procedure for you.

You understand that anyone who obtains your card and PIN or card number may access your accounts and may initiate transactions on your accounts. If you permit any other person to use your card and your PIN or any other means to access your accounts, you are responsible for all transactions initiated by such person.

**ATM Safety and Security.** The following are some tips on exercising care when using an ATM:

- If there are any suspicious circumstances, do not use the ATM.
- Inspect the ATM before use for possible tampering or unauthorized attachments that could capture your Card or PIN information.
- If you notice anything suspicious while transacting business at the ATM, cancel the transaction, pocket your Card and leave.
- Be careful when using the ATM and be aware of the surroundings, especially at night or in an isolated area.
- Park near the ATM in a well-lighted area.
- At night, have someone accompany you when possible.
- Do not approach a dark ATM.
- Do not accept assistance from anyone while using the ATM.
- Do not display your cash; pocket it and then count it later in the safety of your home or office.
- Be sure to save your transaction receipts and check them against your statements regularly.
- Prepare deposits at home or office to minimize your time at the ATM.
- Make sure you safeguard your PIN. Do not write your PIN on your Card or carry it in your wallet or purse.
- Always secure your Card just as you would cash, check and credit cards.
- If your Card has an embedded chip, keep your Card in a safety envelope to avoid unauthorized scanning.
- When making online purchases with your Card, you should end transactions by logging out of websites instead of just closing the web browser.
- Do not to disclose or otherwise make your Card or PIN available to others.
- Immediately report all crimes to local law enforcement and to the ATM operator.
- If your Card or PIN is lost or stolen, notify us immediately by emailing us.

### **INTERNET BANKING**

You may perform certain banking, transfer and electronic payment functions using the Platform Website (including Platform's mobile application) (collectively, "Internet

Services”). The Platform may in its discretion offer or limit certain functions on the Internet Services subject to your agreement with the Platform. From time to time, without prior notice, we may add or eliminate Internet Services or otherwise modify the terms or features of any Internet Service. When we make any such change, we will modify the terms of this Agreement as provided herein. You may access Internet Services by entering your Access Information (as defined below). The mobile application may require you to create a mobile unlock code to secure future access through the mobile application. Your username, passphrase and/or mobile unlock code act as your signature to authorize any requested transactions through the Internet Services.

As determined by services offered to you by the Platform under their agreement with you, you can use the Internet Services to, among other things:

- Obtain current account balances
- Obtain transaction information
- Obtain statements
- Pay bills using our optional bill pay service (if available)
- Transfer funds to other like-titled accounts at other financial institutions
- Transfer funds between Platform accounts
- Receive funds or transfer funds to other financial institutions under the ACH Services Agreement, if any

For transfer transactions, your request will be completed only if you have sufficient funds in the account from which you wish to transfer funds and the accounts are linked for transfer capabilities. Dollar limitations may be set according to the account type and/or the type of online transfer service you are utilizing to transfer funds. These limitations are set for security reasons and may not be disclosed for that reason. Transfers may be delayed based on the time of transaction and the type of transfer service you are utilizing to process the transfer.

### **Security Features**

To access Internet Services, we require that you use a web browser with 128-bit encryption. Regardless of whether you use a web browser with security features, we are unable to ensure that the data transmitted by you to us, or from us to you, will not be intercepted by third parties. To further ensure the security of your account, we encourage you to avoid transmitting confidential information through email or other electronic communications.

You will not disclose your username(s), passphrase(s) to access the Platform Website, or any PIN(s) or mobile unlock code(s) assigned to your account(s) or otherwise provided by

Platform (collectively, your "Access Information"), to any person other than persons you intend to have full authority to act on your behalf with regard to all of your Internet Services and accounts. You understand that anyone who obtains your Access Information can access your accounts and may initiate transactions on those accounts. You will be responsible for all transactions, electronic communications, including image transmissions, email and other data entered using the Access Information. Any communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Internet Services (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

You agree that use of your Access Information and any other required security techniques will authenticate your identity and verify the instructions you provide to us. You also agree that we may send notices and other communications about our security techniques and your Access Information, including designations and confirmations of specific Access Information, to your current address and/or email address and/or via a support message shown on our records. We may act upon instructions and information received from any person that enters your Access Information. You will notify us immediately if your Access Information is compromised or lost.

### **Illegal, Fraudulent or Improper Activity**

You will not use the Platform Website or any Internet Services for any illegal, fraudulent or improper activity, including Internet gambling. If we suspect that you may be engaging in or have engaged in a fraudulent, illegal or improper activity, including a violation of this Agreement, or any terms and conditions relating to the Platform Website or any Internet Service, your access to the Platform Website and any Internet Services may be suspended or terminated. You understand that transactions in your accounts may be suspended or terminated if any username, passphrase, Card, Personal Identification Number ("PIN") or mobile unlock code or other Access Information (individually and collectively, an "Access Device") associated with your account(s) has been reported lost or stolen or when we reasonably believe that there is unusual or suspicious activity on any of your accounts. You will cooperate fully with us to investigate any suspected illegal, fraudulent or improper activity.

### **Limit on Liability**

To the fullest extent permitted by law, Evolve Bank and our Service Providers will not have any liability in connection with any unauthorized interception or use of data relating to you or the Internet Services; any inability to use or access the Platform Website for any reason; any actions or transactions by an individual who uses your username and passphrase; or

any cause over which we do not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or Internet service providers. We will not have liability for any adverse effects to your account caused by any Spam Block programs or Fire Walls that may prohibit electronic communications, and/or account information access through the Internet.

The Internet Services accessible through the Platform Website are provided "as is" and with all faults, and we hereby disclaim, for themselves and for each other entity involved in the provision of the Internet Services, all warranties, either express or implied or statutory, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose and lack of viruses. In no event shall we, our Service Providers, or their respective affiliates, be liable for (a) damages caused other than by our own gross negligence or intentional misconduct or (b) indirect, special, incidental, consequential or punitive damages whatsoever (including, but not limited to, damages for lost profits, disclosure of confidential information, or loss of privacy) arising out of or in any way related to the use of or inability to use the Platform Website or any Internet Service, even if we have been advised of the possibility of such damages. In no event shall we be liable for any act or omission of any third party (such as, for example, any provider of telecommunications services, Internet access or computer equipment or software) or any circumstances beyond our control (such as, for example, a fire, flood or other natural disaster, act of God, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services). The foregoing disclaimer may not be effective under applicable state law.

## **Platform Instant Transfers – Between Platform Accounts**

### **A. Transfers**

Transfers can be made on a one-time basis. One-time transfers are immediate transfers from a linked Platform checking account to an active linked Platform checking account(s).

### **B. Platform Instant Transfer Service**

#### **1. DESCRIPTION OF SERVICE AND CONSENT**

Platform Instant Transfers allows you to send money from your Platform account to another Platform customer by using a recipient's email address and mobile phone number or as otherwise required by the Platform. In order to send or receive Platform Instant transfers; you must register through the Platform Website from your computer or mobile device. By participating in this Service, you represent and warrant that you have all necessary authority for any transfers you make to Platform accounts that you do not own. By participating in the Platform Instant Transfer Service, you are representing to us that you are the owner or you have the authority to act on behalf of the owner of the mobile

phone number or email address you are using to send or receive messages regarding money transfers. In addition, you are consenting to the receipt of emails, automated text messages, and/or support messages from Platform or us, regarding the transfers and represent to us that you have obtained the consent of the recipients of your intended transfers to the receipt of such emails, automated text messages, and/or support messages. You will indemnify, defend, and hold harmless and release Evolve Bank, Platform and its affiliates, Service Providers, and their employees from and against any claims, actions and other proceedings arising out of or relating to a recipient's receipt of a text message pursuant to your transfer request. By agreeing to receive text messages through the Platform Instant Transfers Service, you are also consenting to receive a final confirmation text message if and when you choose to opt out of receiving text messages through the Platform Instant Transfers Service.

## 2. SCHEDULING TRANSFERS

Once registered, you may make one-time transfers at any time to other registered users whom you have verified and who have verified you. Transfers will automatically be debited from the sender's account and deposited in the recipient's account. You acknowledge and agree that payment transfers will be completed using only the email address and mobile phone number you enter even if it identifies a person different from your intended recipient. The name you enter will help you identify your intended recipient for reference in the drop down menu and your transaction history but will not be used to process payments. Please make sure you accurately enter the recipient's email address and mobile phone number since your obligation to pay for the transfer will not be excused by an error in the information you enter.

## 3. FEES

Fees for sending or receiving a transfer under the Platform Instant Transfer Service are detailed in the Truth in Savings. Please note that your mobile carrier may charge you for text messaging. Please check your mobile service agreement for details on applicable fees.

## 4. MOBILE CARRIER INFORMATION

By registering a mobile phone number through the enrollment process, you are certifying that you are the account holder for the mobile phone account or have the account holder's permission to register the number. Message & data rates may apply. In case of questions, please email us at [evolvebank@synapsefi.com](mailto:evolvebank@synapsefi.com).

## 5. LIMITATIONS AND DOLLAR AMOUNTS FOR TRANSFERS

Platform Instant Transfers are subject to the following limitations:



- The dollar amount limits detailed in your agreement with Platform and Platform's Website.
- All transfer limits are subject to temporary reductions to protect the security of customer accounts and/or the Platform Instant Transfer system.
- At our discretion, we may refuse to process any transaction that exceeds any of the above limits. In this case, you are responsible for making alternate arrangements or rescheduling the payment or transfer within Internet Banking.

#### 6. CANCELING PLATFORM INSTANT TRANSFERS

A one-time immediate transfer to another Platform customer cannot be canceled after it has been submitted.

#### **AUTOMATED CLEARING HOUSE TRANSACTIONS**

By utilizing this service to debit your other bank account(s) and submitting your bank account information, you certify that the account being debited is a US based bank account and has a legal name on file which matches the name specified on your Platform account.

Upon submission of this bank information, we may use bank account aggregation tools to let you login to external bank account(s) or send two small trial deposits to your external account to verify you are authorized to access and transact on behalf of such external bank account(s).

**A. Bank Logins and Account Aggregation:** By logging into external bank account(s), you authorize us to view your bank history and profile, including, but not limited to, your account and routing details, login credentials, balance, transaction history, contact information, and other financial or identity related information available upon logging into your account with such external financial institution. By logging into your external account, you understand this information may be used to transact on you behalf and perform other services subject to our privacy policy.

We are not responsible for any acts or omissions by the external financial institution or other provider of any aggregated external bank account, including, without limitation, any modification, interruption, or discontinuance of any aggregated external bank account by such financial institution, service provider or Platform Website.

We are not responsible for errors, delays, and other problems caused by or resulting from the action or inaction of external financial institutions or Platform Website. Although we will try to assist you in resolving any such problems, you understand that any such errors, delays, or other problems are the responsibility of the relevant financial institution or Platform Website. Any rights you may have against an external financial institution for such errors, delays, or other problems are subject to the terms of the agreements you have with

such financial institution or Platform, including any time limits during which complaints must be made.

When using the account aggregation services, you have the ability to directly connect to Platform Website. If you have a dispute or question about any transactions on such Platform Website or services, you agree to direct your questions to them.

You agree that we shall not be liable for any costs, fees, losses, or damages of any kind incurred as a result of: (a) our access to the aggregated external bank accounts, or (b) our retrieval of or inability to retrieve information from the third-party aggregated external account provider or its websites.

**B. Micro-Deposits:** If trial micro-deposits are sent, you will see the one or more deposits and then the deposits may be automatically withdrawn in 2–3 business days. When you see these two small deposits in your other account, you must confirm linking this account by entering the amount of the trial deposits to initiate the service on the Platform Website.

**C. Authorization to Debit and Credit Your External Accounts:** You agree that this service constitutes an authenticated authorization of the account link as an access device between these two accounts, owned by you. You agree not to share this access device with other people, and to notify us immediately if this access device is compromised or no longer valid.

By utilizing this service, you agree to allow Platform to initiate ACH debits and credits on your behalf, for your convenience, in any amount you authorize. Platform may impose limits on the amounts for risk management purposes which restrict these amounts on a daily, weekly, monthly or other periodic basis. Platform may terminate this service or the access device at any time for any reason.

To revoke this authorization, you may do so by notifying us. The method of this notification is to delete the linked account access device from Platform Website, and notify us of the revocation in writing by emailing [evolvebank@synapsefi.com](mailto:evolvebank@synapsefi.com). You agree that the revocation of authorization is not effective until we have opportunity to receive and act on the notification. In all cases, Platform will consider the revocation of authorization effective upon our receipt and confirmation in writing to you of said instructions. Your revocation has no impact or applicability to the incidental handling of ACH debits and credits already in process, or network adjustments to ACH debits or credits initiated prior to your revocation of authorization.

## **ELECTRONIC FUND TRANSFER DISCLOSURE STATEMENT**

The following disclosures are made in accordance with the federal law regarding electronic payments, deposits, transfers of funds and other electronic transfers to and from your account(s). There may be limitations on account activity that restrict your ability to make

electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing your account. The separate agreement and disclosure statement governing your use of the Card initially will be provided to you either at the time you open an account or by mail after you open an account, and it will control if there is any conflict between that particular agreement and disclosure statement and this Disclosure Statement. If you use an ATM that is not operated by us or our fee-free ATM network, you may be charged a fee by the operator and/or the automated transfer network.

**A. Definitions: Electronic Fund Transfer:** Any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic terminal, telephone, computer or magnetic tape to instruct us to debit or credit an account. Electronic Fund Transfers include such electronic transactions as direct deposits or withdrawals of funds, automated teller machine transfers, transfers initiated by telephone, transfers initiated through the Platform Website or Mobile applications, and Card transactions. Preauthorized Electronic Fund Transfer: An Electronic Fund Transfer that you have authorized in advance to recur at substantially regular intervals; for example, direct deposits into or withdrawal of funds out of your account.

**B. Your Liability: Authorized Transfers:** You are liable for all Electronic Fund Transfers that you authorize, whether directly or indirectly. Your liability may vary depending on whether you have a personal account or business account.

1. CONSUMER ACCOUNTS AND UNAUTHORIZED TRANSFERS: Tell us at once if you believe your account or PIN or Access Information (as defined below) is lost or stolen or has been or may be subject to unauthorized Electronic Fund Transfers. Telephone or support message us immediately to keep your possible losses to a minimum. You could lose all the money in your account(s). If you tell us within two (2) business days after learning of the loss or theft of your Card, ATM card, or other account access device, or after learning of any other unauthorized transfers from your account involving your Card, ATM card, or other account access device, you can lose no more than \$50 if Electronic Fund Transfers are made without your permission. For these transactions, if you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as \$500. If you are a California resident, you will not be liable for the \$500 amount described in the prior sentence for unauthorized Card or ATM transactions; however, if you fail to report an unauthorized use that appears on a periodic statement within 60 days of our transmittal of your periodic statement, then you may be liable for the amount of each unauthorized transfer that occurs after the close of the 60 days and before you provide notice to us, unless the delay in notifying us was due to extenuating circumstances beyond your reasonable control. Your liability limits for Electronic Fund

Transfers involving unauthorized Card purchases are different from your liability limits noted here. Please refer to your agreement and disclosure statement for your Platform Card for these limits. Also, if your periodic account statement shows unauthorized transfers and you DO NOT tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told us in time. If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen card or other access device or of any other suspected unauthorized transfer(s), the time periods specified in this Section B may be extended for a reasonable period. This Section 1 applies to consumer accounts only and does not apply to business (i.e. non-consumer) accounts.

**2. BUSINESS ACCOUNTS AND UNAUTHORIZED TRANSFERS:** Tell us at once if you believe your business account or PIN or Access Information (as defined below) is lost or stolen or has been or may be subject to unauthorized Electronic Fund Transfers. Telephone or support message us immediately to keep your possible losses to a minimum. You could lose all the money in your account(s). While your losses may be limited upon you providing us notice, we cannot guarantee your business account against losses. You should protect all access points to your account(s) including your PIN and other Access Information. You expressly agree to indemnify us for any losses associated with unauthorized activity of your business account as further detailed in this Agreement.

**C. Our Telephone Number and Address:** If you believe your account(s) has been or will be subject to unauthorized Electronic Fund Transfers, call us at +1 (901) 254-8226 or email us at [evolvebank@synapsefi.com](mailto:evolvebank@synapsefi.com).

**D. Business Days and Hours:** Monday through Friday, excluding holidays. Business Hours may vary without notice, but generally are 9am through 5pm Pacific Time.

**E. Account Access:** The types of Electronic Fund Transfers that you may make depend upon specific account type(s) and the services which you obtain, as well as the specific types of Electronic Fund Transfers you have authorized or are available through the Platform Website.

**F. Charges:** Except as may be provided by a specific agreement with us, there is no additional charge for making Preauthorized Electronic Fund Transfers. However, each Preauthorized Electronic Fund Transfer will be subject to the regular account service charges, if any, in accordance with the terms of the related account(s) in effect from time to time. Additionally, Platform may separately charge for their services in accordance with your agreement with Platform.

**G. Your Documentation of Transfers:** a. Receipts: Each time you make a transaction at our automated teller machine, you will have the option to obtain a receipt. b. Preauthorized Transfers: If you have arranged to have direct deposits made to your account, you may contact the Platform to determine if the deposit has been made. If you have arranged for regular payments of varying amounts to be made from your account, the person you agree to pay (including the Platform) should tell you ten (10) days before each payment the amount of the payment and when it will be made. c. Periodic Statements: You will receive a statement of your account each month you make an Electronic Fund Transfer. Otherwise, you will receive a statement at least quarterly. Your periodic statement will show the details of any Electronic Fund Transfer you made and the details of any Preauthorized Transfers to or from your account that you instructed us to make.

**H. Your Right to Stop Payment:**

1. CONSUMER ACCOUNTS AND STOP PAYMENTS: If you have authorized us to make regular Preauthorized Electronic Fund Transfer payments out of your consumer account, you may stop any payment by calling us at +1 (901) 254-8226 or emailing us at [evolvebank@synapsefi.com](mailto:evolvebank@synapsefi.com). You must notify us in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. You must provide us with sufficient information to identify the payment, as well as other information we may request. If you deliver your stop payment request by telephone, you must confirm your stop payment order to us in writing within fourteen (14) days of your oral stop payment order. An oral stop payment request will not be binding on us after fourteen (14) days if you fail to provide the required written confirmation. We also require that you provide us within fourteen (14) days of our receipt of your oral or written stop payment order a copy of your written notice to the payee revoking the payee's authority to electronically obtain payments from your account. If we do not receive a copy of that notice from you within fourteen (14) days of our receipt of your oral or written stop payment request, your stop payment request will no longer be binding on us. In order to fulfill your stop payment request on any Preauthorized Electronic Fund Transfer, we may, in our discretion, but are not required to, stop all payments to the particular payee, or we may, in our discretion, notify you that your stop payment request cannot be fulfilled other than by closing your account. If you properly request us to stop payment and we fail to do so, we will reimburse you for losses or damages you suffer, if any, caused by our failure to stop payment as requested. Please see your agreement and disclosure statement for your Card for different requirements that may apply to stop payment of any Preauthorized Electronic Fund Transfer involving use of those cards or the account numbers on those cards.

2. BUSINESS ACCOUNTS AND STOP PAYMENTS: Section 1 above does not apply to business accounts. If you have authorized us to make regular Preauthorized Electronic Fund Transfer

payments out of your business account, you may stop any payment by calling us at +1 (901) 254-8226, or emailing us at [evolvebank@synapsefi.com](mailto:evolvebank@synapsefi.com). You must notify us in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. You must provide us with sufficient information to identify the payment, as well as other information we may request. If you deliver your stop payment request by telephone, you must confirm your stop payment order to us in writing within fourteen (14) days of your oral stop payment order. An oral stop payment request will not be binding on us after fourteen (14) days if you fail to provide the required written confirmation. We also require that you provide us within fourteen (14) days of our receipt of your oral or written stop payment order a copy of your written notice to the payee revoking the payee's authority to electronically obtain payments from your account. If we do not receive a copy of that notice from you within fourteen (14) days of our receipt of your oral or written stop payment request, your stop payment request will no longer be binding on us. In order to fulfill your stop payment request on any Preauthorized Electronic Fund Transfer, we may, in our discretion, but are not required to, stop all payments to the particular payee, or we may, in our discretion, notify you that your stop payment request cannot be fulfilled other than by closing your account. If you properly request us to stop payment and we fail to do so, we will reimburse you for losses or damages you suffer, if any, caused by our failure to stop payment as requested. If you put your stop payment order in writing, your stop payment order will be valid for six (6) months unless you withdraw the stop payment or we the return of debit item entry which relates to the stop payment order. Please see your agreement and disclosure statement for your Card for different requirements that may apply to stop payment of any Preauthorized Electronic Fund Transfer involving use of those cards or the account numbers on those cards.

**I. Our Failure to Make Transfers:** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will reimburse you for any losses or damages that you suffer as a result of our failure to act according to our agreement with you. However, there are some exceptions where we will not be liable, such as, but not limited to, the following: if, through no fault of ours, other than exercise of our right of set-off, you do not have money in your account to cover the transfer; if the money in your account is being held subject to legal process or other encumbrance restricting transfers to or from your account; if we have received notice of a dispute as to the rights of parties to the accounts or their creditors or representatives and we have placed a hold on the account until resolution of the dispute; if you have not complied with our instructions on how to make a transfer or bill payment; if we have not received complete, correct, and current instructions so that we can make the requested transfer or bill payment; if you do not authorize a transfer or bill payment soon enough for your payment to be received by the payee by the time it is due or you schedule a payment to be

made after its due date; if your computer hardware, software or the Platform Website was not working properly and you knew about this problem when you attempted to authorize a transfer or bill payment; if we stop the transfer or bill payment because we have reason to believe that a transaction has not been properly authenticated or is fraudulent; if our failure was not intentional and resulted from a bona fide error, notwithstanding our procedures to avoid such an error, except for actual damages, which, to the extent permitted by applicable law, do not include indirect, incidental, consequential, special, exemplary or punitive damages, including attorneys' fees and lost profits, even if advised of the possibility of such damages; or if circumstances beyond our control prevent the transfer despite our reasonable precautions.

**J. Disclosure of Information to Third Parties:** We may disclose information to third parties (including, but not limited to Service Providers and Platform) about your account and the transfers you make as described in our privacy policies as amended or modified from time to time found at here (<https://synapsefi.com/privacy>).

**K. In Case of Errors or Questions About Your Electronic Transfers:** Call us at +1 (901) 254-8226 or emailing us at [evolvebank@synapsefi.com](mailto:evolvebank@synapsefi.com) if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt.

1. CONSUMER ACCOUNTS: For consumer accounts, we must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the error or problem appeared. Your inquiry must include: Your name, email, and account number (if any); AND a description of the error or the transfer you are unsure about, and as clearly as you can, an explanation of why you believe there is an error or why you need more information; AND the dollar amount of the suspected error. If you tell us orally, we may require that you send us your inquiry in writing within ten (10) business days. We will investigate your inquiry and will correct any error promptly. We will tell you the results of our investigation within ten (10) business days [twenty (20) business days for claims on accounts open less than thirty (30) calendar days] after we hear from you; however, we may take up to forty-five (45) calendar days [ninety (90) calendar days for claims on accounts open less than thirty (30) calendar days, foreign-initiated transaction claims, and point-of-sale transaction claims] to investigate your questions. If we need additional time to investigate, we will provisionally re-credit your account within ten (10) business days [twenty (20) business days for claims on accounts open less than thirty (30) calendar days] for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your inquiry in writing, and do not receive your written inquiry within ten (10) business days, we may choose not to provisionally re-credit your account. If we find that there was no error, we will send you a written

explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents we used.

2. BUSINESS ACCOUNTS: For business accounts, we must hear from you immediately upon you receiving a statement or otherwise you become aware of an error or problem occurred. While we will work with you to resolve these errors or problems, we cannot guarantee your business account against losses from such errors or problems.

### **SERVICE PROVIDERS**

You understand that we have engaged Service Providers to perform a number of services to you under this agreement including, but not limited to, identity verifications, compliance monitoring, risk mitigation, managing your transfer instructions and other related services. Even though we have engage Service Providers to perform all or some services to you, such Service Providers are not liable to you under this agreement. The services provided by the Service Providers may be delayed, interrupted, or disrupted periodically for an indeterminate amount of time due to circumstances beyond the our reasonable control, including, without limitation, any interruption, disruption, or failure in the provision of the services, whether caused by strikes, power failures, equipment malfunctions, internet disruption, or other reasons. In no event shall Evolve Bank or Service Providers be liable for any claim arising from or related to the service caused by or arising out of any such delay, interruption, disruption, or similar failure.

### **FUNDS AVAILABILITY DISCLOSURE**

Our policy is to make funds from electronic direct deposits to be available on the same business day we receive the deposit or the next business day. Once they are available, you can withdraw the funds electronically and we will use the funds to pay any debits you have authorized. Cash, check and mobile check deposits are not currently available for your account. Certain exceptions to our funds availability policy are described below.

**Business Day.** For determining the availability of your deposits, every day is a business day except Saturdays, Sundays, and federal holidays.

**Cut-Off Time.** Generally, if you make a deposit on a business day before 5 p.m. ET (2 p.m. PT) we will consider that day to be the day we receive the deposit (the day of the deposit). Otherwise, we will consider the deposit to be made on the next business day.

**Longer Delays May Apply.** In some cases, we will not make all of the funds that you deposit available to you on the same business day as the day of deposit. Depending on the type and/or dollar amount of the check that you deposit, funds may not be available until a later day after the day of deposit.



**In addition, funds you deposit electronically or otherwise may be delayed for a longer period of time under the following circumstances:**

- We believe a transfer will be returned or not honored by the account holder..
- You have overdrawn your account repeatedly in the last six months.
- Your account has previously received item returns or chargebacks.
- There is an emergency, such as a failure of communications or computer equipment.

The Platform will be responsible to notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of deposit.

**Special Rules for New Accounts.** If you are a new customer, the following special rules will apply during the first 30 days your account is open.

- Funds from electronic direct deposits to your account will be available on the same business day we receive the deposit.

Funds from debiting an external account or deposits of wire may be made available on a delayed basis depending on the amount of the deposit and sender of funds.

**TAXPAYER IDENTIFICATION NUMBERS (Backup Withholding for Consumer Accounts)**

The Internal Revenue Service (IRS) is responsible for ensuring that all persons pay the correct amount of federal income tax. In order to accomplish this task, they must match the income reported by businesses for individuals (salary, interest, dividends, etc.) to the income shown on individual tax returns. Taxpayer Identification Numbers (for individuals, their Social Security Numbers) are used as the basis for matching these records. A federal law requires all payers of interest (such as a bank) to report interest paid to individuals or business by Taxpayer Identification Number. Therefore, you must provide your correct Taxpayer Identification Number to us so that we may meet these reporting requirements. This law also stipulates that should a bank or other payer of interest not have your correct Taxpayer Identification Number on file, then a percent (28% for consumer accounts) of interest, dividends and other payments made to you must be withheld and forwarded to the IRS to insure that taxes on this income are paid. This advance payment is known and referred to by the IRS as "backup withholding." Backup withholding is not an additional tax. Rather, the amount of taxes you normally would owe will be reduced by the amount of tax withheld. If an overpayment of taxes results from backup withholding, a refund may be obtained from the IRS.

Unless the IRS has instructed us to withhold from your interest and dividend payments, you can avoid this backup withholding by providing us with your correct Taxpayer Identification Number. Additionally, you must certify that the Taxpayer Identification Number you provide us is correct and that you have not been advised by the IRS that you are subject to backup withholding. The IRS is empowered to impose penalties on you and us if your correct Taxpayer Identification Number is not provided. (Please see “Penalties” later in this section.)

**HOW BACKUP WITHHOLDING WORKS** Unless you are an exempt recipient (see Exempt Recipient section) you are subject to backup withholding if: You fail to furnish us your Taxpayer Identification Number, OR the IRS notifies us that you furnished an incorrect Taxpayer Identification Number, OR the IRS notifies us that you are subject to backup withholding (under Section 3406(a)(1)(C) of the Internal Revenue Code),<sup>1</sup> OR for an interest or dividend account opened after December 31, 1983, you fail to certify to us that you are NOT subject to backup withholding, or fail to certify your Taxpayer Identification Number is correct.

**How to Avoid Backup Withholding:** When you open an account with us, we will provide you with the necessary forms to complete in order to provide and certify your Taxpayer Identification Number. TO AVOID BACKUP WITHHOLDING, all you have to do is provide us with your correct Taxpayer Identification Number and sign the certification statement to certify that the number you are providing is correct and that you are not subject to backup withholding.

**Taxpayer Identification Number:** If you are an individual, your Taxpayer Identification Number is your Social Security Number. If you are not an individual, the number is your Employer Identification Number. In all instances, the number you give us should be the number of the owner of the account.

**Guidelines for Determining the Proper Identification Number to Provide:** Social Security Numbers have nine digits separated by two hyphens: i.e., 000-00-0000.

**Obtaining a Number:** If you don’t have a Taxpayer Identification Number or you don’t know your number, obtain Form SS5, Application for a Social Security Number Card, or Form SS4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service and apply for a number. When you get a number, submit a new form to us.

**Exempt Recipients:** Payees specifically exempted from backup withholding on ALL payments include the following:

- A corporation.
- A financial institution.

- An organization exempt from tax under Section 501(a), or an individual retirement plan.
- The United States or any agency or instrumentality thereof.
- A State, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
- A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
- An international organization or any agency or instrumentality thereof.
- A dealer in securities or commodities registered in the U.S. or a possession of the U.S.
- A real estate investment trust.
- A common trust fund operated by a bank under Section 584(a).
- An exempt charitable remainder trust, or a nonexempt trust described in Section 4947(a)(1).
- An entity registered at all times under the Investment Company Act of 1940.
- A foreign central bank of issue.
- Payments of dividends and patronage dividends not generally subject to backup withholding include the following:
  - Payments to nonresident aliens subject to withholding under Section 1441.
  - Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident partner.
  - Payments of patronage dividends where the amount received is not paid in money.
  - Payments made by certain foreign organizations.
  - Payments of interest not generally subject to backup withholding include the following:
    - Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and you have not provided your correct Taxpayer Identification Number to the payer.
    - Payments of tax-exempt interest (including exempt-interest dividends under Section 852).
    - Payments described in Section 6059(b)(05) to nonresident aliens.

- Payments on tax-free covenant bonds under Section 1451.
- Payments made by certain foreign organizations.
- If you are uncertain whether you qualify as an exempt recipient, call your accountant or the Internal Revenue Service.

To avoid possible withholding, exempt recipients should contact us at +1 (901) 254-8226 or emailing us at [evolvebank@synapsefi.com](mailto:evolvebank@synapsefi.com).

A. PENALTIES.. Penalty for Failure to Furnish Taxpayer Identification Number. If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

B. Failure to Report Certain Dividend and Interest Payments. If you fail to include any portion of an includible payment for interest, dividends, or patronage dividends in gross income, such failure will be treated as being due to negligence and will be subject to a penalty of 5% on any portion of an underpayment attributable to that failure unless there is clear and convincing evidence to the contrary.

C. Civil Penalty for False Information With Respect to Withholding. If you make a false statement with no reasonable basis that results in no imposition of backup withholding, you are subject to a penalty of \$500.

D. Criminal Penalty for Falsifying Information. Falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**IMPORTANT INFORMATION ABOUT YOUR ACCOUNT (Check 21) Substitute Checks and Your Rights**

Your account does not currently accept checks or substitute checks under Check 21. If we offer these services to you, the following is important for you to read and understand.

**What is a substitute check?** To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**What are my rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute

check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, NSF fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive a refund of up to \$2,500 or the amount of the substitute check, whichever is less, (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please email us at [evolvebank@synapsefi.com](mailto:evolvebank@synapsefi.com). You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include: (1) A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect); (2) An estimate of the amount of your loss; (3) An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and (4) A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check.

#### **Substitute W - 9 - Taxpayer Identification Number Certification**

By agreeing to Evolve Bank's Deposit Agreement, I certify under penalty of perjury that:

1. The Taxpayer Identification Number or Social Security Number I provided is correct.
2. I am not subject to backup withholding.
3. I am a U.S. person.

#### **Certifications**

1. I authorize Evolve Bank to obtain, exchange and update information on each account owner, including credit reports and information from federal and state agencies (e.g. Internal Revenue Service).
2. Only one individual is listed below as an owner. If the owner dies, ownership passed as part of the individual owner's estate.
3. I authenticate and verify my social security number and agree to the taxpayer identification number certification above.
4. I have completed an online application to open an account at Evolve Bank. The information I provided is accurate. I have received and reviewed all agreements and disclosures listed above, and I understand that the account(s) will be governed by them, as amended from time to time.

**By submitting my application, I agree and acknowledge the above certifications.**