First Internet Bank of Indiana Business Deposit Account Agreement

Contact us at concierge@trykarat.com with any questions about this agreement.

Last updated: September 28, 2026

This First Internet Bank of Indiana Business Deposit Account Agreement (this "*Bank Agreement*"), along with any other documents we give you pertaining to deposit accounts (collectively with this Bank Agreement, the "*Account Documents*"), are a contract that establishes rules which control your deposit accounts and payment services provided by us (collectively, the "*Bank Services*") in partnership with Karat Financial Technologies Incorporated ("*Program Partner*" or "*Karat*"). Program Partner provides administrative, customer support and other services in support of a business deposit account program offered to its customers (the "*Karat Business Deposit Account Program"* or "*Program*"). Program Partner is not a bank and does not hold or manage your deposits. All banking services are provided by the Bank. Please read this carefully. By opening or maintaining any account with us, you agree to the terms of this Bank Agreement.

Program Partner may provide you with terms applicable to its administration of the Program and services related to your Bank Account. As between you and us, however, this Bank Agreement shall control. If you have any questions, please contact us.

The words us, we, or the Bank in this Bank Agreement refer to First Internet Bank of Indiana, a state chartered bank. "*You*" and "*your*" means the user of the Bank Services. As a user of the Bank Services, you may be an owner of the bank account established under this Bank Agreement (a "*Bank Account*"), or you may be anyone else authorized to deposit, withdraw, or exercise control over the funds in the Bank Account. "Banking Card" or "Card" (also referred to as a debit card or payment card) means the Karat Visa® Business Banking Card, the Visa-branded commercial debit card or access device issued by the Bank and made available to you through the Program, and is governed by the Banking Card Schedule that forms part of this Bank Agreement (the "*Card Schedule*"). "*Business Day*" means any day other than a Saturday, Sunday, or federal holiday.

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 and each entity that opens an account. To open a Bank Account, we will ask for the account holder's legal name, address, taxpayer identification number, and other information that will allow us to identify the account holder, and, for a Bank Account opened in the name of a business entity, we will also ask for the name, address, date of birth, and identifying information of the entity's beneficial owners and of each individual opening or authorized to act on the Bank Account on the entity's behalf. We may also ask to see the account holder's organizational documents and the driver's license or other identifying documents of those individuals.

IMPORTANT NOTICE REGARDING YOUR ACCOUNTS

The Bank Account, Banking Card, and all related services offered through this Program are intended solely for commercial and business purposes. They are not consumer accounts,

consumer cards, or consumer services, and they are not intended for personal, family, or household use.

About the Program

Program Partner provides the technology platform through which you access and manage your Bank Account and communicate with the Bank. Program Partner's platform, including the Karat Dashboard and Program Partner's website at trykarat.com, is part of the Program and helps you access and manage your Bank Account. The Bank does not provide Program Partner's platform services. Your use of Program Partner's platform is governed by Program Partner's terms and conditions.

Section A: General Bank Account Terms

1. Opening a Bank Account

- The Bank may establish a Bank Account for you, after you, or someone you authorize to act on your behalf, completes the Bank's account opening procedures to the Bank's satisfaction. You may open a Bank Account by visiting the Program Partner's website at trykarat.com and following the instructions there. Bank Account functionality will be limited until the account holder has submitted, and we have reviewed and approved, all required information.
- By establishing the Bank Account and agreeing to this Bank Agreement through the Program Partner, you authorize the Bank to follow the instructions of the Program Partner (whether electronic, written or oral) and you agree that the Bank may completely rely on such instructions without further investigation or authorization from you. For purposes of collecting information from you and authorizing, authenticating and completing disbursements from the Bank Account, Program Partner will be acting as an agent for the Bank. You acknowledge and expressly agree to Program Partner's acting as both your agent and as the agent for the Bank for purposes of this Bank Agreement. You hereby waive any conflict resulting from such relationships.

1.1 Paperless Account

To open a Bank Account, you must agree to go "paperless." This means that you must (a) provide us with and continue to maintain a valid email address and (b) accept electronic delivery of all communications that we need or decide to send you in connection with your Bank Account by agreeing to Karat's Electronic Communications Agreement. You consent to receive legally required disclosures and other communications from the Bank and Program Partner electronically. Required Bank Account disclosures will be provided by Karat on behalf of the Bank.

1.2 Minimum Deposits and Balances

There is no minimum deposit required to open a Bank Account, and no minimum balance you need to maintain in your Bank Account. The only balance amount that applies to the Program is the average monthly balance that waives the Karat Premium Fee, as described in Section A(2). See below for more information on tiers and fees that apply.

2. Memberships and Tiers

Karat offers two (2) memberships through the Program: Karat Basic and Karat Premium. Karat Basic and Karat Premium are Karat membership designations, not different types of Bank Account, and your Bank Account is governed by this Bank Agreement on the same terms under either membership. Karat also assigns each Bank Account to one of three (3) tiers, Standard Volume, Large Volume, or Ultra Large Volume, which set the transaction limits described in Section A(5) based on your money movement activity and account relationship. No tier has a fixed minimum balance or minimum deposit requirement.

Karat Basic is the default membership. Karat does not charge a fee to open or maintain a Bank Account under Karat Basic. Fees Karat charges for specific services, such as outbound domestic wires, are listed in the Fee Schedule in Section A(4.1). Bank Accounts under Karat Basic, including all tiers, offer virtual and physical Banking Cards.

Karat Premium is an optional, paid Karat membership. Karat charges a Karat Premium Fee of $20.00 per month, per organization. This fee will be waived if an average monthly balance of $35,000 is maintained across all of your Bank Accounts, calculated as the average of your daily balances for the month. The Karat Premium Fee is charged by Karat, not by the Bank, and is not a Bank Account fee. Karat Premium members receive virtual and physical Banking Cards, reimbursement of outbound domestic wire fees, reimbursement of out-of-network ATM fees, and the other benefits described in the Karat Premium Program Terms of Service. By signing up for Karat Premium, you also agree to the Karat Premium Program Terms of Service.

The account tier you are placed in, Standard Volume, Large Volume, or Ultra Large Volume (Basic or Premium), is determined by:

> (a) Account activity: If you are utilizing more than eighty percent (80%) of your daily or monthly limits you will be placed in a Large Volume tiered account. Similarly, if you are requesting more than three (3) overrides of your account limits in a six (6) month period, Karat will move you to a Large Volume tiered account.
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> (b) Review of external linked bank accounts: Via six months of accountholder-submitted external bank account statements or review of Plaid-linked accounts, Karat will determine if you are eligible for a higher tier based on the frequency of wire transfers and user-requested ACH volume or the frequency of requests to have account limits temporarily increased.
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> (c) For Ultra Large Volume only: Karat's review of your sustained transaction volume and overall account relationship, including the balances you maintain, based on the factors in (a) and (b) above. There is no fixed minimum balance required to qualify for or remain in any tier.

If your Bank Account is a Large or Ultra Large Volume Tier (Basic or Premium), you can be moved back to the Standard Volume tier if: (a) your Bank Account has been flagged for two or more fraudulent occurrences in the prior evaluation period; (b) the total dollar amount of losses your Bank Account suffers equates to ten percent (10%) or more of the daily or monthly limit in that individual category of transaction, measured separately for each category (for example, card authorizations, wires, or ACH); (c) you use less than ten percent (10%) of your account

limits in at least two (2) categories for two (2) consecutive months. The tier that you are placed in may affect your transaction limitations. Karat may reevaluate your Bank Account from time to time, which may result in your Bank Account being assigned to a new tier. Karat will notify you if your tier assignment changes. Unless otherwise stated in this Bank Agreement, all terms contained in this Bank Agreement apply equally to all Bank Accounts.

3. Information Verification

The Bank may periodically require additional information from you to more effectively monitor the Bank Account and comply with its obligations under applicable law, including, but not limited to, information necessary to confirm your identity, to confirm compliance with this Bank Agreement, or to assess the risk associated with the Bank Account or your business. The Bank may suspend or terminate the Bank Account and your use of the Bank Services at any time in its sole discretion.

The Bank is legally required to reject or block transactions or funds of certain individuals and entities in compliance with Office of Foreign Asset Control ("*OFAC*") sanctions. You may not apply for a Bank Account if you are a prohibited individual or entity under any of the sanctions programs administered or enforced by OFAC. The Bank may freeze or reject any transaction it reasonably believes violates any of the OFAC sanctions programs, other applicable law, or any of the Bank's related policies. The Bank is not responsible for and has no liability for any resulting unavailability of funds or related consequences.

Federal law also requires the Bank to obtain, verify, and record information about the beneficial ownership of depositors that are business customers. In connection with each Bank Account, the Bank may require you to provide information and documentation about the ultimate individual beneficial owners and anyone else with significant responsibility for managing the business customer and require you to execute and provide such resolutions, certifications, or other documentation as the Bank may require from time to time to comply with these federal law requirements.

You represent that you have the authority to open and conduct business on the Bank Account on behalf of the entity titled on the Bank Account. The Bank may require the governing body of the entity opening the Bank Account to provide a separate resolution or other form of authorization identifying who is authorized to act on its behalf. The Bank will honor the authorization until receiving written notice of a change from the governing body of the entity in a form acceptable to the Bank.

You will notify the Bank, through the Karat Dashboard or by emailing concierge@trykarat.com, of any change to your legal name, phone number, mailing address, and email address, as well as the death, dissolution, or termination of existence of a Bank Account owner. For Bank Accounts, you agree to notify the Bank of changes in your beneficial ownership information.

4. Fees and Interest

The Bank Account is a non-interest bearing demand deposit account held with the Bank, under either Karat membership. No interest will be paid on the Bank Account. The Bank does not

charge any fees for the Bank Account. Fees charged by Karat for its services are described in the Fee Schedule below.

4.1 Fee Schedule

Fee Description	Fee Amount and Frequency	Additional Details
Karat Premium Fee (charged by Karat)	$20.00/month, per organization	Karat charges this fee for Karat Premium membership. It is not a Bank Account fee and is not charged by the Bank. This fee will be waived if an average monthly balance of $35,000 is maintained across all of your Bank Accounts, calculated as the average of your daily balances for the month. Please review the Karat Premium Program Terms of Service for more information.
Domestic outbound wire fee (charged by Karat)	$20.00/sent wire	Karat charges this fee for each domestic outbound wire you send from your Bank Account. Karat reimburses this fee for Karat Premium members.
International transaction fee (charged by Karat)	One percent (1%) of the transaction	You will be charged this fee from Karat for any ATM or POS transactions conducted outside the United States or online transactions conducted with a merchant outside the United States.
Out-of-network ATM transaction fee	Karat does not charge an ATM fee but you may be charged a fee by the owner of the ATM	You may be charged a fee, including for balance inquiries, by the operator of an ATM. Karat reimburses these ATM operator fees for Karat Premium members on a monthly basis.

5. Deposits and Withdrawals

5.1 Deposit Methods and Limits

You may deposit funds into the Bank Account through the Program, including by transferring funds from an external account at another bank or by utilizing remote deposit capture as described below. The Bank may refuse any deposit. You may not make a deposit to the Bank Account by sending the Bank cash or checks in the mail. You may only deposit checks through Remote Deposit Capture, when available, in accordance with the terms of this Bank Agreement. The Bank is not liable for any deposits, including cash, that are lost in the mail or otherwise not received by the Bank. The Bank generally does not accept deposits in foreign currency. To the

extent identifiable, any deposits received by the Bank that the Bank does not accept for deposit into the Bank Account will be returned.

Deposit Method	**Limitations for Your Account**
Direct deposits and other ACH or RTP transfers initiated by a third party*	**All Bank Accounts** No limits
Internal transfers between eligible Bank Accounts managed by Karat	**All Bank Accounts** No limits
Direct payments/ACH debits via ACH Origination Service (Deposits resulting from payment requests initiated from your Bank Account) and ACH transfers to your Bank Account from a connected U.S. bank account with another institution**	**Karat Standard Volume (Basic & Premium)** $50,000/day $200,000/month **Karat Large Volume (Basic & Premium)** $200,000/day $1,000,000/month **Karat Ultra Large Volume (Basic & Premium)** $1,000,000/day $5,000,000/month
Domestic wire	**Karat Standard Volume (Basic & Premium)** $50,000/day $100,000/month **Karat Large Volume (Basic & Premium)** $200,000/day $500,000/month **Karat Ultra Large Volume (Basic & Premium)** $1,000,000/day $5,000,000/month
International wire	**Karat Standard Volume (Basic & Premium)** $50,000/day $100,000/month

	Karat Large Volume (Basic & Premium) $200,000/day $500,000/month **Karat Ultra Large Volume (Basic & Premium)** $1,000,000/day $5,000,000/month
* The recipient's name on any direct deposit or ACH must match the name on the Bank Account or the deposit may be returned to the originator. ** You may transfer funds between your Bank Account and another bank account. The connected bank account must be located in the United States.	

The deposit limits above may be modified at the Bank's or Karat's discretion without advance notice, including based on confidential fraud and risk criteria.

5.2 Withdrawal Methods and Limits

You may withdraw funds and they may be used to make payments you have authorized after the funds are available in the Bank Account. Withdrawing money from the Bank Account does not mean that a check or other item you have deposited in the Bank Account is "good," has "cleared," or has been paid by the paying bank. For example, it's possible that a transfer of funds or electronically deposited check will be returned months after the funds are available in the Bank Account and you've withdrawn them. The Bank may reverse any temporary credit. The Bank reserves the right to require you to provide the Bank with seven days' advance notice before you make a withdrawal.

You, or, if applicable, anyone else authorized to deposit, withdraw, or exercise control over the Bank Account or Banking Card (each, an "*Authorized User*"), may withdraw funds up to the amount of your available balance less applicable fees using any of the methods below and subject to the following limits. Transactions are subject to limits on the amount and frequency. These limits are designed to be flexible in order to protect the security and integrity of the Program, including protecting you and all other users of the Program. These limitations may be based on confidential fraud and risk criteria that are essential to the Bank's or Program Partner's management of risk and the protection of you and the integrity of the Program and may be modified at the Bank's or Program Partner's discretion without advance notice.

Withdrawal Method	**Limitations for Your Account**
Internal transfers between eligible Bank Accounts managed by Karat	**All Bank Accounts** No limits

ACH transfers from your Bank Account to another bank account via ACH Origination Service and ACH transfers from your Bank Account to a connected U.S. bank account with another institution	**Karat Standard Volume (Basic and Premium)** $50,000/day $500,000/month **Karat Large Volume (Basic and Premium)** $200,000/day $1,000,000/month **Karat Ultra Large Volume (Basic & Premium)** $1,000,000/day $5,000,000/month
RTP transfers from your Bank Account to another bank account via the The Clearing House Association and RTP transfers from your Bank Account to a connected U.S. bank account with another institution	**Karat Standard Volume (Basic and Premium)** $50,000/day $500,000/month **Karat Large Volume (Basic and Premium)** $200,000/day $1,000,000/month **Karat Ultra Large Volume (Basic & Premium)** $1,000,000/day $5,000,000/month
ACH transfers to a merchant or other third party you authorize to withdraw from your Bank Account using your routing number and account number	**All Bank Accounts** No limits
ATM withdrawals via Banking Card	**Karat Standard Volume (Basic and Premium)** $2,500/day **Karat Large Volume (Basic and Premium)** $2,500/day

	Karat Ultra Large Volume (Basic & Premium) $2,500/day
Domestic wires	*$100 minimum per wire transfer **Karat Standard Volume (Basic and Premium)** $50,000/day $100,000/month **Karat Large Volume (Basic and Premium)** $200,000/day $500,000/month **Karat Ultra Large Volume (Basic & Premium)** $1,000,000/day $5,000,000/month
Point-of-sale (POS) transactions, online purchases, and other transactions at merchants using your Banking Card	**Karat Standard Volume (Basic and Premium)** $10,000/day **Karat Large Volume (Basic and Premium)** $50,000/day **Karat Ultra Large Volume (Basic and Premium)** $50,000/day

5.3 Types of EFTs Supported by Your Account

Your Bank Account supports the following types of EFTs: Direct deposits; domestic wires; transfers to or from your Bank Account and a connected bank account; transfers to or from your Bank Account by a third party, such as payments you make to a vendor or employee, or payments you receive from a customer or client; transfers to or from your Bank Account to a merchant or other third party by providing the third party with your Banking Card or Banking

Card information; purchases or other transactions using your Banking Card; and ATM deposits or withdrawals using your Banking Card.

5.4 ACH Origination Service Applicability

ACH origination services ("*ACH Origination Services*") are enabled for your Bank Account; therefore, the applicable sections of this Bank Agreement covering ACH Origination Services apply to your Bank Account. Specifically, your Bank Account enables ACH transfers to and from your Bank Account to and from another bank account via ACH Origination Services.

5.5 Wire Transfers Applicability

Wire transfers are enabled for your Bank Account; therefore, the applicable sections of this Bank Agreement covering wire transfer services apply to your Bank Account. Specifically, your Bank Account enables inbound domestic and international wires and outbound domestic wires.

5.6 Authorized Users

You authorize each person you designated as an authorized person or Authorized User to be added to your Bank Account as an Authorized User. You understand that as an Authorized User such designated person may be permitted to access all or some Bank Account functions and features, including using and obtaining information from and about the Bank Account, initiating Bank Account disputes, changing the mailing address, using any Banking Card issued to such person and using the Bank Account, and reporting a Banking Card lost or stolen. An Authorized User is not responsible for payments. You further authorize us to issue a Banking Card to access your Bank Account to the Authorized User, and you agree you are responsible for such Banking Card use by the Authorized User. You must ensure each Authorized User consents to the authorized user terms of this Bank Agreement and the Card Schedule, and you agree to supervise each Authorized User's use of the Bank Account or any access device to the Bank Account.

For any such person, you certify that such person is at least 18 years old (or the age of legal majority in such person's jurisdiction, if different than 18), and you further represent that you have conducted reasonable diligence to determine such person is at least 18 years old (or the age of legal majority in such person's jurisdiction, if different than 18). You may designate Authorized Users to initiate transactions on your behalf or take any action under this Bank Agreement and the Card Schedule that you may have taken, and any action taken by an Authorized User shall be fully binding on you. You may not permit an Authorized User to initiate a transfer, payment order, or transaction in the absence of proper supervision and safeguards. If you permit another person to have access to the Banking Card or Bank Account, this will be treated as if you authorized such use and you will be liable and responsible for all transactions and fees incurred by those persons and such persons' use of each Banking Card and Bank Account. You are the Bank Account and Banking Card owner and are responsible for any actions or omissions of Authorized User(s).

You may terminate the authority of any Authorized User at any time by giving us notice of termination in the Karat Dashboard or by emailing concierge@trykarat.com. Until we have received your notice of such revocation and have had a reasonable time to act upon it, you are

responsible for all transactions and fees incurred by you or any Authorized User. If you tell us to revoke another person's use of your Banking Card or Bank Account, we may revoke your Banking Card and Bank Account credentials.

Except as otherwise provided by law, you shall be liable for any loss or damage to which your negligence contributed or which resulted from unauthorized, fraudulent, or dishonest acts by your current and/or former Authorized Users. Such liability includes instances when a current or former Authorized User effects one or more payment orders or transactions or improper use of security procedures to effect a payment order or transaction to your detriment.

5.7 Funds availability

The Bank's policy is to make funds deposited into your Bank Account available in accordance with the schedule below. The availability of funds depends on the type of deposit, the time and day the deposit is received and whether the deposit is accepted by the Bank. Extended holds may also apply.

Incoming direct deposit or third-party ACH credit: When the Bank receives and posts the deposit to your available balance, and no later than the next Business Day after the Banking Day of receipt unless a permitted delay applies.

Incoming domestic wire: When the Bank receives, accepts, and posts the wire to your available balance, and no later than the next Business Day after the Banking Day of receipt unless a permitted delay applies.

Incoming international wire: When the Bank receives, accepts, and posts the wire to your available balance. International wires may take longer to post than domestic wires because of currency conversion and intermediary bank processing.

Incoming real-time payment, including RTP or FedNow when enabled: When the Bank receives, accepts, and posts the payment to your available balance.

Internal transfer between eligible Bank Accounts managed by Karat: When the Bank posts the transfer to your available balance.

ACH debit used to transfer funds from a connected U.S. bank account: Generally within two (2) Business Days after the Banking Day on which the funds are deposited.

Mobile or other Remote Deposit Capture check deposit, when available: Generally within seven (7) Business Days after the Business Day of deposit.

The Bank may make funds available sooner based on your account relationship, transaction history, and other relevant factors. Even after deposited funds appear in your available balance, Karat, as the Bank's authorized service provider, may delay your ability to send those funds out of the Bank Account by wire, RTP, or ACH until the deposit has settled, based on confidential fraud and risk criteria.

If a deposit is made before 5:00 P.M. Eastern Time on a Business Day that the Bank is open, the Bank will consider that day to be the day of the deposit. Any deposits made after 5:00 P.M.

Eastern Time will be considered made on the next Business Day the Bank is open. Incoming domestic wires and incoming ACH credits are not subject to this cutoff time.

If a deposit is made on a day the Bank is not open, the deposit is considered to have been made on the next Business Day the Bank is open.

You agree that checks deposited via Remote Deposit Capture are not subject to the funds availability requirements of Federal Reserve Board Regulation CC ("*Reg CC*"). Deposited funds will be available in accordance with this Bank Agreement. The Bank may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant.

Availability of funds may be delayed for a longer period under the following circumstances:

- The Bank believes a check deposited will not be paid;
- Suspected fraud or ownership disputes
- Checks deposited total more than $6,725 on any day;
- A check that has been returned unpaid is redeposited;
- The Bank Account has been overdrawn repeatedly in the last six months; or
- There is an emergency, such as a failure of computer or communications equipment.

Karat, as the Bank's authorized service provider, will notify you if it delays your ability to withdraw funds for any of these reasons and will tell you when the funds will be available. Funds will generally be available no later than the seventh Business Day after the day of a deposit.

Please remember that even after funds have been made available in the Bank Account, and the funds have been withdrawn, you are still responsible for checks deposited or other funds transfers that are returned to the Bank unpaid and for any other problems regarding a deposit.

Funds availability may be limited by the Bank and/or Program Partner as provided in this Bank Agreement.

Overdrafts. We do not offer overdraft services or charge fees for overdrafts or non-sufficient funds. We typically will return or decline to process a transaction if it exceeds your available balance. However, it is still possible for you to overdraft your Bank Account, such as when we settle authorized Banking Card transactions, as discussed in this Bank Agreement, or if a deposit you make is returned. You must make a deposit immediately to cover any negative balance, including a negative balance resulting from an overdraft. If your Bank Account has a negative balance for sixty (60) calendar days or more, we may close your Bank Account. We reserve the right to close your Bank Account at an earlier date, as permitted by law. Disputes related to your Bank Account or Banking Card with the Bank are subject to this Bank Agreement, including the arbitration provision in Section D(11); and disputes relating to Program Partner's services are subject to Program Partner's Terms of Use, including the arbitration provisions therein.

Remote Deposit Capture Through the Program, you may be allowed to deposit checks to the Bank Account from a mobile device or computer by taking a picture of the check and

transmitting it to the Bank for deposit ("*Remote Deposit Capture*"). The terms and conditions of your use of this check deposit feature are set forth below:

- *Eligible items*. You agree to scan and deposit only checks as that term is defined in Reg CC. You agree that the image of the check transmitted to Bank through Program Partner's platform shall be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code and that the terms "check" and "item" will be used interchangeably herein. You agree to scan and deposit only the following types of checks:
    - Personal checks
    - Business checks
    - Government or treasury checks
    - Cashier's checks
- *Prohibited Items*. You agree that you will not use Program Partner's platform to scan and deposit any checks or other items as shown below unless otherwise agreed:
    - Checks or items drawn or otherwise issued by you or any other person on any of the accounts or any account on which you are an authorized signer or joint account holder.
    - Checks with multiple payees.
    - Money orders.
    - Checks or items payable to any person or entity other than you.
    - Traveler's checks.
    - Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
    - Checks or items previously converted to a substitute check, as defined in Reg CC.
    - Checks or items drawn on a financial institution located outside the United States.
    - Checks or items not payable in United States currency.
    - Checks or items dated more than 6 months prior to the date of deposit.
    - Checks or items prohibited by Bank's current procedures relating to the Bank Account or which are otherwise not acceptable under the terms of your Bank Account.
- *Verification*. Note that any check that you attempt to deposit using Remote Deposit Capture is subject to verification by Bank. We may reject an item for deposit for any reason and will not be liable to you.
- *Image Quality*. The image of an item transmitted to Bank using Program Partner's platform must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, or clearing house association. (Bank reserves the right to reject any check image that is not clear, skewed, or that is suspicious in any manner.)

- *Restrictive Endorsements and Procedures*. You agree to restrictively endorse any item presented through Program Partner's platform as "For mobile deposit only" and include your signature. If the proper endorsement is not present, the deposit may be rejected.
- *Additional Procedures*. You agree to follow any and all other procedures and instructions for use of Program Partner's platform as Bank may establish from time to time.
- *Receipt of Items*. We reserve the right to reject any item transmitted for deposit through Program Partner's platform, at our discretion. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Bank through Program Partner's platform that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
- *Items Returned Unpaid*. A notice will be sent to you of transactions we are unable to process because of returned checks. With respect to any check that is transmitted by you for remote deposit that is credited to the Bank Account, in the event such check is dishonored, you authorize us to debit the amount of such check from the Bank Account.
- *Availability of Funds*. You agree that items transmitted using Program Partner's platform are subject to the Bank's funds availability terms provided in this Bank Agreement, unless otherwise approved by Bank.
- *Disposal of Transmitted Items*. Upon your receipt of a confirmation from Bank through Program Partner's platform that we have received the image of any item, you agree to prominently mark the item as "Electronically Presented" or "Scanned". You should store the check in a secure location for 30 days. After 30 days, and after you have confirmed the deposited funds have been applied to the Bank Account correctly, you must destroy the check to ensure that it is not represented for payment. And, you agree never to represent or separately deposit the original retained check. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for Bank's audit purposes.
- *Deposit Limits*. We reserve the right to impose limits on the amount(s) and/or number of check deposits that you transmit using Program Partner's platform and to modify such limits from time to time. If you attempt to initiate a deposit in excess of these limits, such deposits are still subject to the terms of this Bank Agreement, and we will not be obligated to allow such a deposit at other times.
- *Changes/Removal of Service*. We may, in our sole discretion, modify, add or remove portions of the service or end the service at any time without notice. We may turn off the service to you if we suspect fraud, if you misuse this check deposit feature, have excessive overdrafts or returned checks or for other reasons at our sole discretion.
- *Business Day and Availability Disclosure*. You may submit check images for deposit through Program Partner's platform at any time. Check images submitted after 5:00 p.m. Eastern Time on a Business Day, or on any day that is not a Business Day, are treated as received on the next Business Day.
- *Hardware and Software*. In order to use Program Partner's platform, you must obtain and maintain, at your expense, compatible hardware and software as required to interact

with Program Partner's platform. Bank is not responsible for any third party software you may need to use Program Partner's platform.

- *Errors*. In the event that you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit using Program Partner's platform, you will immediately contact Program Partner regarding such error as set forth below: Telephone: (323) 747-7086; Email: concierge@trykarat.com.
- *Presentment*. The manner in which the items are cleared, presented for payment, and collected shall be in Bank's sole discretion subject to other terms governing the Bank Account.
- *Permitted Use*. Your use of the check deposit service is subject to and conditioned upon your complete compliance with this Bank Agreement. Without limiting the restriction of the foregoing, you may not use the check deposit service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Bank's business interest, or (iii) to Bank's actual or potential economic disadvantage in any aspect.
- *Changes to Terms*. We may change the terms and charges for the check deposit service by notifying you of such change. Your use of the check deposit service after receipt of notification of any change by us constitutes your acceptance of the change.
- *Termination*. At our sole discretion, we may revoke your privilege of using the check deposit service at any time and for any reason. In the event of termination of the check deposit service, you will remain liable for all obligations relating to checks deposited prior to the termination date.
- *User warranties and indemnification*. You warrant to the Bank that: (i) you will only transmit eligible checks; (ii) check images will meet the image quality standards; (iii) you will not transmit duplicate checks; (iv) you will not deposit or represent the original check; (v) all information you provide to Bank is accurate and true; and (vi) you will comply with this Bank Agreement and all applicable rules, laws and regulations. You further agree to indemnify and hold harmless the Bank from any loss for breach of the foregoing representations and warranties.

6. Limitations on Transfers & Credit Risk

Except as set forth in Section A(5.2), there is no limit on the number of withdrawals you can make. The Bank may impose daily limits on the dollar amount of withdrawals you make from the Bank Account through an ATM or at a point of sale. These limitations may not always be in force. You will not be able to use your Banking Card if the Bank Account is closed, blocked, or suspended for any reason.

The Bank may take steps to protect itself if the Bank determines you or your activities create a credit risk, including any of the following:

- The Bank may impose limits on the aggregate amount of credit or debit entries ("*Entries*") that you may initiate through our ACH services, taking into account the total dollar amount of entries transmitted, frequency of origination, and payment application originated by you ("*Exposure Limits*"). Upon request, the Bank will disclose the initial Exposure Limits to you. You agree you will not transmit Entries that would cause you to exceed the Exposure Limits.

- The Bank may, upon notice to you, require you to maintain reserve balances in one or more Bank Accounts in an amount set by the Bank.
- The Bank may require you to provide appropriate information to enable the Bank to assess the credit risk associated with providing services to you through the Bank Services. The Bank reserves the right to designate or terminate Entry classes that the Bank will process for you.
- The Bank may hold back a percentage of reserves after termination of the Program and Bank Services to cover any trailing transaction and charge back obligations as determined in the Bank's discretion.
- The Bank may require general liability, Director & Officer, Errors & Omissions, or other types of insurance coverage as a requirement to access the Bank Services.

7. Limitations on Transferring Ownership of a Bank Account

This Section A.7 applies to you solely if you are considered the Bank Account owner.

You may not assign or transfer ownership of the Bank Account without obtaining the Bank's prior written approval. You may not grant a security interest in funds held in the Bank Account to any other creditor without obtaining the Bank's prior written approval, which the Bank has the right to withhold for any or no reason. If any ownership interest in a Bank Account is proposed to be transferred or if there is any change in Bank Account title, the Bank may require that the Bank Account be closed and a new Bank Account be opened.

8. Statements

Monthly or periodic statements will be made available to you through the Karat Dashboard.

You must examine your statement of account with reasonable promptness and report any errors or discrepancies to the Bank. If you discover (or reasonably should have discovered) any unauthorized activity, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized activity by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized activity in your account within 30 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 30-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this Section. Unauthorized ACH debits to your Bank Account must be reported to Karat within two (2) Business Days after the entry's settlement date so that the entry can be returned through the ACH network. A later report may prevent the entry from being returned.

In addition to your duty to review your statements for unauthorized activity, alterations, and forgeries, you agree to examine your statement with reasonable promptness for any other error

or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 30 days. Failure to examine your statement and items and report any errors to us within 30 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Duty to Notify if Statement Not Received – You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your Bank Account, such as possible fraud or identity theft.

If you make a claim asserting an unauthorized transaction or similar issues with your Bank Account, or if the Bank suspects that the Bank Account may be compromised, the Bank may close the Bank Account.

9. Right of Setoff and Security Interest

We may (without prior notice and when permitted by law) set off the funds in the Bank Accounts against any due and payable debt any of you owe us now or in the future. If a Bank Account is owned by one or more of you as individuals, we may set off any funds in the Bank Account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to a Bank Account if prohibited by law. For example, the right of setoff does not apply to a Bank Account if: (i) it is an Individual Retirement Account or similar tax-deferred retirement account, or (ii) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (iii) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against the Bank Account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

10. Legal Process Against Your Bank Account

You agree that the Bank may comply with any legal process, such as an attachment, garnishment, levy or seizure, related to the Bank Account. The Bank may limit your ability to make withdrawals from the Bank Account until the legal process is resolved. The Bank is not liable to you for any sums the Bank may be required to pay because of any legal process. The Bank is not required to determine whether the court issuing the legal process had jurisdiction over you or over the Bank Account or otherwise had the authority to issue the legal process.

Any payment the Bank makes is subject to the Bank's right of offset and the Bank may first satisfy any debts you owe to the Bank. If the Bank incurs any expenses in responding to any legal process that are not otherwise reimbursed, the Bank may charge such expenses to the Bank Account without prior notice to you.

If the Bank is required for any reason to reimburse the government for all or any portion of a benefit payment that was directly deposited into the Bank Account, you authorize the Bank to deduct the amount of your and the Bank's liability to the government from the Bank Account, without prior notice and at any time, except as prohibited by law. The Bank may also use any other legal remedy to recover the amount of the Bank's liability.

11. Unclaimed Property

If you have not had any activity and have not communicated with the Bank for a period of years, state law may consider the Bank Account unclaimed property. In those cases, the Bank may surrender the funds in the Bank Account to the state, typically to the state of the address on file. The Bank is not responsible for the funds after the Bank surrenders them. You may be able to reclaim them from the state.

12. Closing Your Bank Account

The Bank Account owner may close the Bank Account at any time by notifying us. Items presented for payment after the Bank Account is closed may be dishonored. When the Bank Account owner closes the Bank Account, the Bank Account owner is responsible for leaving enough money in the Bank Account to cover any outstanding items to be paid from the Bank Account. The Bank may close the Bank Account at any time. If the Bank closes the Bank Account with a balance, the Bank will notify the Bank Account owner of the action and send the remaining funds by a mailed check or other means to the Bank Account owner, less any amounts due for pending transactions. If the Bank closes the Bank Account because of suspected fraudulent or illegal activity, the Bank may freeze access to the funds and close the Bank Account.

13. Placing Your Funds at Other Banks

Funds in the Bank Account are primarily held at the Bank and are covered by Federal Deposit Insurance Corporation ("*FDIC*") insurance. The FDIC insures deposits up to a maximum amount per depositor, per FDIC-insured bank, per account ownership category. An individual account, a joint account, and a corporate account are examples of different account ownership categories. The current applicable threshold is $250,000, but the FDIC can change the threshold at any time. FDIC insurance only applies in the event of a Bank failure, it does not apply in the event of a Program Partner closure.

Funds that are owned by a business that is a "sole proprietorship" and deposited in the name of the business are treated as the individual Bank Account of the person who is the sole proprietor. They are added to other individual Bank Accounts of that person for purposes of calculating the applicable FDIC limit.

Simply opening more than one Bank Account in the same name or names does not increase the amount of deposit insurance.

The Bank may move some or all of the funds from the Bank Account at the Bank and place them into different accounts at one or more other FDIC-insured banks with whom the Bank partners (either directly or through a deposit network) (collectively, the "*Partner Banks*"). By agreeing to this Bank Agreement, you are authorizing the Bank to act as your agent and custodian to deposit your funds with one or more Partner Banks. You understand and authorize the Bank to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established for funds of yours placed as deposits at Partner Banks (the "*Partner Accounts*") and all your security entitlements and other related interests and assets with respect to the Partner Accounts. You understand and agree that deposits the Bank places for you in Partner Accounts will be "deposits," as defined by federal law, at the Partner Banks. Each Partner Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Partner Bank at which it is held, and not an obligation of the Bank.

As your custodian, the Bank may (i) cause the Partner Accounts to be titled in its name or in the name of its sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Partner Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Partner Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account to the Partner Accounts or deliver or transfer funds from the Partner Accounts to another account, and (vi) take such other actions as are customary or necessary to effectuate the purposes of this Bank Agreement. You understand that Partner Banks, under applicable federal regulations, may reserve the right to require a seven (7) day notice before permitting a transfer of funds out of certain deposit accounts.

You also acknowledge and agree that the Partner Banks or deposit network may pay the Bank a fee equal to or based on a percentage of your balance in the Partner Account at the Partner Bank, and that such fee will be earned by and belong to the Bank.

The Bank may require, and you agree to sign, one or more additional deposit placement, custodial or other agreements required by either a Partner Bank or a deposit network or other service utilized by the Bank to help manage deposit insurance coverage. Your deposits may be placed in increments not to exceed the standard maximum amount covered by the FDIC ("*SMDIA*") at any one Partner Bank. Funds at any Partner Bank are also protected by FDIC deposit insurance subject to SMDIA. However, if you already have an account at a Partner Bank, the amount of money you deposit through us will be combined with the funds you deposited at the Partner Bank when considering the maximum FDIC coverage of $250,000 per depositor, per FDIC-insured bank. If the combined amount exceeds $250,000, and FDIC insurance does not cover the excess amount, you may lose that amount if a Partner Bank fails. You must make any necessary arrangements to protect such balances consistent with applicable law and must determine whether placement through a Partner Bank satisfies any restrictions on its deposits. We will provide you with a list of all Partner Banks or access to a platform or website listing such Partner Banks, and you agree to notify us if you do not wish for

us to deposit any of your funds at a specific Partner Bank. You must update your designation of ineligible Partner Banks if your banking relationships change.

If your Bank Account is eligible to receive interest, you will continue to receive interest when the Bank deposits your funds with a Partner Bank.

14. Checks

Not all Bank Accounts will have check writing privileges. If you are permitted to use checks drawn on the Bank Account, the terms set forth in this Section A.14 shall apply.

Check payment is highly automated, and the Bank processes many checks every day. Although the Bank may inspect some checks, you agree that reasonable commercial standards don't require the Bank to do so.

- The Bank may or may not pay a check with a date more than six months in the past, at our discretion. If you do not want the Bank to pay an old check from the Bank Account, you must place a stop payment order. If the Bank pays it, you will be responsible for the check.
- You agree not to write a check with a date in the future. If the Bank is presented with a check that you wrote that has a date in the future, the Bank may or may not pay it before the date on the check, in the Bank's discretion. If the Bank pays it, you will be responsible for the check.
- You agree not to write a check that tries to limit the time or method of payment with a condition, such as "Void after 180 days" or "Valid only for $1,000 or less." Because the Bank uses an automated system to process checks, the Bank can't inspect every check.
- The Bank is not required to comply with any multiple-signature requirement, even if you have otherwise instructed the Bank to do so.
- You agree not to deposit a check payable to multiple payees unless all payees have endorsed such check. If you write a check payable to multiple payees, you agree that the Bank may pay the check to any of the payees in possession of the check.
- Unless you make advance arrangements, the Bank may or may not pay your checks with facsimile signatures, at the Bank's discretion. If you file a facsimile signature specimen and the Bank agrees to honor checks with that facsimile signature, you authorize the Bank, at any time, to charge you for all orders that are drawn on the Bank using that signature. If you suspect that your facsimile signature is being or has been misused, you must notify the Bank at once.
- If a check is returned to you because the Bank believes it doesn't match your signature on file, the Bank is not liable to you even if you authorized the check. If the numeric amount on a check doesn't match the amount written out in words, the Bank may select either one when paying it. The Bank is not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item.
- A remotely created check is created by the payee and not signed by the Bank Account owner. It states that the Bank Account owner authorized the check. If you deposit a remotely created check, you guarantee it was authorized by the Bank Account owner for payment in the amount it shows. You agree to maintain proof of the authorization for two years and provide the Bank with such proof if requested.

15. Wire Transfers and Real Time Payments

You may send domestic wire transfers or real-time payments ("*RTP*") from the Bank Account and receive wire transfers and real-time payments to the Bank Account by giving the Bank an instruction for the Bank to debit the Bank Account you designate for the amount of the transfer request.

You are responsible for ensuring that each payment is complete and contains accurate information. You agree that the Bank has no responsibility to detect errors, but the Bank may use commercially reasonable security measures to attempt to reduce the risk of fraud or duplicate transfers, including by requesting additional documentation from you. You acknowledge receipt of the Security Procedures, which are set out in Section B(2), and agree that the Security Procedures apply to the Wire Transfer and RTP service and are commercially reasonable procedures for you. The Bank will provide you notice of wire transfers and RTP payments in your periodic statement and you agree to review your statement and to promptly alert us of any errors.

Wire transfer and RTP requests must be given to the Bank in accordance with the cut-off times established. You generally cannot cancel or amend a wire transfer or RTP payment request after the Bank has received it. The Bank reserves the right to process wire transfer requests or RTP payment requests in the order in which the Bank determines, in the Bank's sole discretion. The Bank is not obligated to accept or execute any wire transfer or RTP payment requests.

International wire transfers you receive that involve non-U.S. currencies will be converted to U.S. dollars. You may not send international wire transfers from the Bank Account. You agree that any reasonable exchange rate may be used, in the Bank's discretion or as otherwise determined by a sending, receiving, or intermediary bank, and that you accept all risks that may result from exchange rate fluctuations.

16. Restricted Uses

You may not use the Bank Account for any illegal transactions or activity. The Bank reserves the right to reject any use of the Bank Account that may create reputational damage or safety and soundness issues for the Bank, including activities related to cryptocurrencies, those activities prohibited by the Unlawful Internet Gambling Enforcement Act and Federal Reserve Regulation GG and activities relating to the cultivation and sale of products such as marijuana prohibited by the Controlled Substances Act.

Section B: Data Privacy and Protection

1. Privacy Policy

We maintain a policy that explains how we use and protect data. You can find our Privacy Notice at https://www.firstib.com/privacy-security/privacy/. Information about your Bank Account and your transactions is collected in accordance with this Bank Agreement. Program Partner's privacy policy is available at https://www.trykarat.com/privacy-policy. By applying for a Bank Account, you authorize Program Partner to collect and share your information with the Bank for

the purpose of evaluating your application, verifying your identity, and complying with applicable laws, including the AML, KYC, and OFAC Laws.

2. Bank Account Security Procedures

This Section describes the security requirements, procedures and protocols ("*Security Procedures*") applicable to the Bank Services. We work hard to protect your Bank Account and keep your money safe, and we expect you to play your part too. The tools we give you to access your money can be used to steal your money in the wrong hands. For that reason, you agree to protect the Bank Account numbers and electronic access devices, like your payment cards, secret keys and credentials. Your Bank Account numbers can also be used to electronically remove money from your Bank Account, and payment can be made from your Bank Account even though you did not notify us directly and order the payment. If you give someone your debit card or other access device to use, and they abuse it, you are liable for their transactions until you have told us that the person is no longer authorized.

You agree to comply with and maintain the minimum security requirements on your computer systems as may be required and communicated to you from time to time by us. You release the Bank and its agents and service providers from liability and agree to indemnify and hold the Bank and its agents and service providers harmless from any and all claims or liability resulting from your failure to comply with the security requirements and for allowing any malicious software to be loaded onto your computer systems to the extent permitted by law.

You are strictly responsible for establishing and maintaining security measures and complying with the Security Procedures. You agree to take reasonable steps to maintain the confidentiality of any API key, token, passwords, unique identifiers, codes, security devices, and any related information provided by us or established by you in connection with the Security Procedures, the Bank Account, or the Karat Dashboard. You will immediately notify us if you suspect or know that any API keys, tokens, passwords, unique identifiers, codes, security devices, or any related information have been accessed by or provided to an unauthorized person. You will be responsible for unauthorized activity until we have been notified of the unauthorized access and have had a reasonable opportunity to act upon such notice, to the extent permitted by law.

You must also take precaution in keeping your blank checks safe. Notify us immediately if you believe your checks have been lost or stolen. You may be responsible for some or all of any loss from the misuse of your blank checks if you are negligent in safeguarding your checks.

We may also provide you with optional security procedures of dual control, two-factor authentication, multiple authorization levels (including read-only accounts), and other features we may make available. If we, on behalf of the Bank, offer you a commercially reasonable service as a security measure and you reject it, you agree that you are responsible for any loss from a payment order that we or the Bank accept under the less secure policies. You will not be liable under this paragraph because you rejected a security service if the loss was our fault.

3. Data Security

- You will, and will require any of your material subcontractors to, establish and maintain appropriate administrative, technical and physical safeguards designed to (i) protect the

security, confidentiality and integrity of any data or information of any customer or applicant for a Bank Account, including, but not limited to, all lists of customers, former customers, account applicants, and all information relating to and identified with such customers or applicants, including, but not limited to, account transaction and balance data, and "non-public personal information" as defined by GLBA and its implementing regulations, as amended, including, but not limited to, postal and e-mail addresses and associated data (including any personally identifiable information, personal account information, financial information, card numbers or expiration dates, account numbers, transaction data, personal identification numbers and other related information, social security numbers or personal or financial information) provided by a customer or account applicant (collectively, "*Customer Data*"). You shall (a) ensure against any anticipated threats or hazards to the security and integrity of Customer Data, (b) protect against unauthorized access to or use of such information or associated records which could result in substantial harm or inconvenience to any customer or applicant, and (c) ensure the proper disposal of Customer Data (collectively, the "*Security Program*"). You will use the same degree of care in protecting the Customer Data against unauthorized disclosure as you provide to your other confidential customer information, but in no event less than a reasonable standard of care, and the Security Program will be in compliance with all information and data security requirements promulgated by payment networks and applicable laws, as the same may be revised from time to time.

- In the event there is (a) a data breach or (b) breach of security resulting in unauthorized disclosure of Customer Data, the impacted party will immediately, but in no event later than forty-eight (48) hours after discovery, notify the other of such breach, the nature of such breach, and the corrective action taken to respond to the breach; provided that notice may be delayed if required by law enforcement or other regulatory authority. The impacted party will take all steps at its own expense to immediately limit, stop or otherwise remedy such misappropriation, disclosure or use, including, but not limited to, notification to, and cooperation and compliance with, regulatory authorities.

Section C: Automated Clearing House Origination

Under certain circumstances, the Bank may allow you to originate automated clearing house ("*ACH*") entries to debit and credit other bank accounts. To the extent Bank consents to your origination of ACH entries, the provisions of this Section C shall apply as well as any supplemental terms and conditions the Bank may publish in connection with ACH origination.

Capitalized terms not defined in this Section C have the meanings provided in the Operating Rules and Guidelines of the National Automated Clearinghouse Association (the "*NACHA Rules*"). The Bank may enable Bank Accounts to originate ACH debit or credit Entries by means of the Automated Clearing House Network ("*ACH Services*") and according to the NACHA Rules.

You agree you will comply with the NACHA Rules, any additional rules adopted by local or state ACH associations, the terms of this Bank Agreement, and the terms of any additional agreement the Bank may request in connection with the origination of ACH Entries. You shall be bound by and comply with the NACHA Rules for all Entries, whether an Entry is sent through

the ACH network. The Bank may limit the type of Entries you are authorized to originate for any reason. You acknowledge receipt of the Security Procedures, which are set out in Section B(2), and agree that the Security Procedures apply to the ACH Services and are commercially reasonable procedures for you.

1. Processing, Transmittal, Settlement, and Rejection

You will transmit Entries in compliance with the formatting and other requirements provided by us to you and in accordance with the Security Procedures. You authorize the Bank to: (a) process Entries received from you or your agent; (b) transmit such Entries as an Originating Depository Financial Institution to the ACH network; and (c) settle for such Entries. Subject to the terms and conditions of this Bank Agreement, you will transmit such Entries by the applicable deposit deadline of the ACH network, provided (i) such Entries are completely received by the cut-off time established by us and the NACHA Rules from time to time; (ii) the Entry Date on the file satisfies the criteria established by the Bank from time to time; and (iii) such Entry otherwise complies with the terms of this Bank Agreement. You have no right to cancel, reverse, or amend any Entry after its receipt by the Bank; however, the Bank will use commercially reasonable efforts to act on a request by you to cancel an Entry before transmitting it to the ACH. Any such request shall comply with the Security Procedures and the Bank shall have no liability if the Bank fails to effect the cancellation. You acknowledge that in the case of a Same Day Entry, any request by you to cancel an Entry must be made immediately for the Bank to have an opportunity to effect cancellation. Despite the Bank's commercially reasonable efforts to act on such a request, cancellation of a Same Day Entry may nevertheless be impossible, and you understand and accept the risk of this occurrence.

The Bank will have the right to reject any Entry that does not comply with the requirements of this Bank Agreement or for any reason permitted under the NACHA Rules. The Bank will also have the right to reject any Entry if you have exceeded the Exposure Limits (described in Section A(6)), have failed to maintain reserve balances (described in Section A(6)), have failed to comply with the Security Procedures, or have failed to meet any obligation to us or the Bank, including payment obligations pursuant to this Bank Agreement or any other obligation.

The Bank may, in the Bank's discretion, reject any credit Entry that contains an effective Entry date more than two (2) Business Days after the Business Day such Entry is processed by the ACH Operator; or the effective Entry date for a debit Entry is more than one (1) Business Day after the processing date, or longer in the Bank's discretion. The Bank will notify you of such rejection no later than the Business Day such Entry otherwise would have been processed, unless the effective date is the Business Day the file was received, in which case the Bank will notify you of rejection the following Business Day. Notices of rejection are effective when given. The Bank shall have no liability to you for a rejection of any Entry or the fact that notice is not given at an earlier time than provided in this Section. The Bank will have no liability to you for any rejection of an Entry or the fact that notice is not given at an earlier time than that provided for in the NACHA Rules.

If any Entry (or request with respect to an Entry) received by the Bank was transmitted or authorized by you or your agent, you shall pay us the amount of the Entry, regardless of whether the Bank complied with the Security Procedures with respect to that Entry and regardless of

whether such Entry was erroneous or contained an error that would have been detected if the Bank had complied with the Security Procedures. If any Entry (or request with respect to an Entry) received by the Bank purports to have been transmitted or authorized by you or your agent, it will be deemed effective and you shall be obligated to pay the Bank for such Entry even if the Entry was not authorized by you, provided the Bank accepted the Entry in good faith and acted on it in compliance with the Security Procedures.

2. Payment Related to Entries and Returned Entries

The Bank will generally debit your Bank Account for credit Entries (including debit Reversals) immediately. The Bank will credit your Bank Account for debit Entries (including credit Reversals) after two Business Days. All such credits are provisional and we may charge your Bank Account for a returned or rejected electronic debit Entry.

You will pay the Bank for any returned debit Entries (including rejected debit Entries) or any adjustment Entries, which the Bank has previously credited to the Account. You agree that we do not need to send a separate notice of debit Entries that are returned unpaid. Reports containing information regarding returned debit Entries are available. You authorize the Bank to debit your Bank Account on the day the returned or rejected electronic debit Entry is received or thereafter. You agree to maintain a sufficient balance in your Bank Account to cover returned or rejected electronic debit Entries. If a returned or rejected electronic debit Entry cannot be debited against your Bank Account, you will pay the Bank the amount of the returned or rejected debit Entry.

If the effective date is after the Business Day the file was received, the Bank will notify you of the receipt of a returned Entry from the ACH no later than one (1) Business Day after the Business Day of such receipt. The Bank shall have no obligation to re-transmit a returned Entry if the Bank complied with the terms of this Bank Agreement with respect to the original Entry; provided, however, the Bank may reinitiate the returned Entry no more than two times in accordance with the NACHA Rules.

The Bank will inform you of all notifications of change (NOC) received no later than two (2) Business Days after the receipt of the Entries. You agree to make the changes submitted within six (6) Business Days of the settlement date of the original Entry or before the next originated Entry, whichever is later; provided that, you may choose to make the changes specified in any NOC or corrected NOC received with respect to any Entry. If a NOC is incorrect, you will generate a refused notification of change and deliver it to the Bank.

You may initiate a reversing Entry for erroneous or duplicate transactions, as permitted by the NACHA Rules. In doing so, you warrant that you have initiated the Entry within five days of the original Entry and within 24 hours of the discovery of the error. The account holder for the reversing Entry must have been notified of the reversal and the reasons for the reversal no later than the settlement day of the reversal. For reversing Entries, you indemnify all parties to the transaction(s) from and against any claim, demand, loss, liability, or expense.

3. Errors and Discrepancies

Information regarding Entries is made available to you through Program Partner's platform. You agree to notify the Bank promptly of any discrepancy between your records and the information the Bank provides you regarding Entries. If you fail to notify the Bank of a discrepancy within 30 days after information concerning an Entry first became available to you, the Bank will not be liable for any losses or costs resulting from your failure to give notice and you will be precluded from asserting such discrepancy against the Bank.

If the Bank receives a notice of error or unauthorized transaction as ODFI concerning an Entry processed or authorized to be processed to an account with the Bank, you will, within two (2) Business Days after written or oral notice, provide the Bank with a copy of the authorization to debit or credit the Receiver's account and, if applicable, proof of sending notice to the Receiver of the varying amount, or other proof satisfactory to the Bank that the error alleged did not occur or resolve the error. If the referenced documents or proof are not delivered timely, or the documents or proof do not give the Bank a reasonable basis for determining that no error occurred, or if the error alleged did occur, the Bank may charge you for the alleged error and for any penalty imposed upon the Bank.

You acknowledge and agree that if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the Receiving Depository Bank may be made by the Receiving Depository Bank on the basis of the account number supplied by you, even if it identifies a person different from the named Receiver, and that your obligation to pay the amount of the Entry to us is not excused in such circumstances.

4. Indemnities

In addition to your limitations of liability and indemnification obligations set forth elsewhere in this Bank Agreement, with respect to the ACH Services, the Bank will be liable only for gross negligence or willful misconduct in performing the ACH Services. You will indemnify and hold the Bank harmless against any loss, liability, or expense (including attorneys' fees and expenses) resulting from any breach of any warranties contained in the NACHA Rules.

If any party becomes liable for damages suffered by another party or a third party in connection with the ACH Services in this Section C, the parties will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

5. Representations, Warranties, and Agreements

You warrant to the Bank all warranties that the Bank is deemed by the NACHA Rules to make with respect to Entries originated by you. Further, the Bank has the right to audit Entries at any time to ensure compliance with your representation and warranties.

You warrant that you will retain all Entries you transmit on file and in a format adequate to permit remaking of Entries for seven (7) Business Days following the date of their transmittal, and shall provide such data to us upon request.

You warrant that you are bound by and will comply with the NACHA Rules, including that each Entry you transmit to the Bank is authorized and that the payment of an Entry by the Receiving Depository Bank to the Receiver is provisional until receipt by the Receiving Depository Financial Institution of final settlement for such Entry; if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver.

When you originate an Entry, you make each of the representations, warranties, and covenants of an Originator for the applicable Entry class code as set forth in the NACHA Rules.

6. Third Party Service Providers

If you would like to utilize a Third Party Service Provider (as defined by the NACHA Rules) in connection with ACH entries, you must secure the Bank's prior written approval. Any approved Third Party Service Provider shall not be deemed to be the agent or service provider to Bank, but shall serve in such capacity for you. For the avoidance of doubt, the Bank will not approve any Third Party Service Provider that will act as a Third Party Sender or Nested Third Party Sender (as each are defined by the NACHA Rules). You shall be deemed to have authorized Bank to follow instructions provided by any approved Third Party Service Provider to the same extent and pursuant to the same terms that would apply if the instructions were provided directly by you. You shall be solely liable and responsible for compliance by the Third Party Service Provider with this Bank Agreement and the NACHA Rules. The Bank shall not have any responsibility or liability for the acts or omissions of the Third Party Service Provider, and you shall indemnify and hold Bank harmless from any losses caused by the acts or omissions of the Third Party Service Provider. You shall require your Third Party Service Providers to permit the Bank to perform, at its option, on-site inspections of such Third Party Service Provider, upon reasonable notice to Third Party Service Providers, such inspection to be conducted during normal business hours. You acknowledge that Bank reserves the right to refuse to permit the use of any Third Party Service Provider. You or any agent acting on your behalf is solely responsible for the content of any instructions received by Bank from the Third Party Service Provider and any errors or omissions of the Third Party Service Provider in the performance of its duties.

Section D: Additional Legal Terms

1. Term and Termination

- This Bank Agreement is effective upon the date you first access or use the Bank Services and continues until terminated. The Bank may terminate this Bank Agreement or close your Bank Account at any time for any reason or as permitted under applicable law. Further, we may suspend your Bank Account and your ability to access funds in your Bank Account, or terminate this Bank Agreement, if (a) we determine in our sole discretion that you are ineligible for the Bank Services because of significant fraud or credit risk, or any other risks; (b) you use the Program or the Bank Services in a prohibited manner or otherwise do not comply with any of the provisions of this Bank

Agreement; (c) any law or regulation requires us to do so; or (d) we are otherwise entitled to do so under this Bank Agreement.

- Termination does not immediately relieve you of obligations incurred by you under this Bank Agreement. If this Bank Agreement is terminated, we will pay out any remaining funds owed to you in accordance with this Bank Agreement.

In addition, upon termination you understand and agree that (a) all licenses granted to you by the Bank under this Bank Agreement will end; (b) the Bank reserves the right (but has no obligation) to delete all of your information and account data stored on our servers; (c) the Bank is not liable to you for compensation, reimbursement, or damages related to your use of the Program or the Bank Services, or any termination or suspension of the Program or the Bank Services or deletion of your information or account data; and (d) you are still liable to the Bank for any fees or fines, or other financial obligation incurred by you or through your use of the Program or the Bank Services prior to termination.

2. Doing Business Electronically

- In order to establish a Bank Account with us and use the Bank Services connected thereto, you must first agree to this Bank Agreement and agree to exclusively receive disclosures, statements, and other communications about the Bank Services through Program Partner's platform ("*Communications*"). We can only give you the benefits of the Bank Services by conducting business through the internet, and by agreeing to this Bank Agreement, you consent to receiving Communications electronically on an exclusive basis. This Section informs you of your rights when receiving electronic Communications from the Bank.
- You agree that electronic Communications shall be considered "in writing" and have the same meaning and effect as if they were provided in paper form, unless you have withdrawn your consent to receive Communications electronically as stated in Section D(2.4) below. You agree that the Bank has no obligation to provide you Communications in paper format, although the Bank may choose to do so at any time.
- You understand that, in order to view and retain copies of electronic Communications, you will need either:
    - A computer with access to the internet and a web browser that is currently being supported by its publisher and that has cookies enabled; or
    - A mobile device with access to the internet and the most recent device operating system and the most recent versions of Apple Safari or Google Chrome on iOS or Google Chrome for Android OS.

You will also need a valid email address, a working mobile telephone number that can receive SMS messages, a current version of a program that accurately reads and displays PDF files, sufficient storage space to save Communications or the capability to print the Communications from the device on which you view them.

- You may withdraw your consent to receive Communications electronically by notifying the Bank through Karat at concierge@trykarat.com. If you withdraw your consent, the Bank will close your Bank Account.

3. Updating Records and Statements

- You can update your contact information through the Karat Dashboard or by emailing concierge@trykarat.com. You are responsible for ensuring your contact information is current and accurate.
- If you have arranged to have direct deposits made to your Bank Account at least once every 60 days from the same person or company, you can review your transaction history through the Karat Dashboard to find out whether the deposit has been made. Where applicable, you can get a receipt at the time you make any transfer to or from your Bank Account using an ATM or a Point of Sale terminal.

4. Power of Attorney

As it relates to your Bank Account, a power of attorney is a legal document executed in accordance with applicable law wherein you authorize another person to act on your behalf with respect to banking or other matters. If you want someone to have this power, which includes the ability to withdraw all the money in your Bank Account, you or the person must provide us with a copy of the power of attorney in a form that is reasonably acceptable to us that identifies the person to whom you have granted the power of attorney and each Bank Account for which you wish the person to exercise the power of attorney. This power will endure until you give us written notice that you have revoked the power of attorney authority and we have had a reasonable time to act on it. In our discretion, we may refuse to recognize any power of attorney at any time, subject to applicable law. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf. We are not responsible for ensuring that a person you authorize to control your Bank Account is operating in your best interest.

Additionally, if you direct us to allow a third party to access your Bank Account on your behalf – for example, as part of an application for credit with another institution, for use with an accounting software, or for any other aggregation service to which you have provided permission or a limited power of attorney to access your Bank Account on your behalf – you agree that we may do so in our sole discretion and that we are not liable for any losses as a result of providing that access or refusing to provide that access.

5. Modifications to the Program or the Bank Services

The Bank may make changes to how the Bank operates and provides the Bank Services, including adding new services, modifying existing services, or suspending, discontinuing, or terminating your access to any or all portions of the Bank Services as well as modifications to the accessibility of the Bank Services through your use of the Karat Dashboard. Notice of changes will be provided to you.

6. Modifications

The Bank may change this Bank Agreement, including the Fee Schedule, privacy policy, and other documents incorporated herein in any manner at any time, subject to applicable law. Changes to this Bank Agreement may include deletions, additions, and modifications made by the Bank in its discretion. You will be notified of any changes when they are posted on the Karat Dashboard. You may also be notified of changes by email or as otherwise required by

applicable law. The revised Bank Agreement is effective on the date the changes are posted on the Karat Dashboard. By using the Bank Services after receiving notice of a change, you are agreeing to be bound by the revised Bank Agreement.

7. Eligibility

To be eligible to use the Bank Services, you must be at least 18 years of age or be a duly organized, validly existing business, organization, or other legal entity in good standing under the laws of the country you are established and able to enter into legally binding contracts. By agreeing to this Bank Agreement, you represent and warrant to us that: you have not previously been suspended or removed from the Bank Services and that your registration and your use of the Bank Services is in compliance with all applicable laws and regulations.

We reserve the right to validate your identity, including as described in Section A(3).

8. Rules Governing The Bank Agreement

This Bank Agreement is subject to federal laws, the laws of the state of Indiana, and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules. If any provision of this Bank Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect.

9. Indemnification

If someone sues the Bank or its agents or service providers (the "*Bank Indemnified Parties*") because of something you did, you agree to defend, indemnify, and hold the Bank Indemnified Parties harmless from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys' fees and costs, incurred by the Bank Indemnified Parties in connection with any claim by a third party arising out of or in any way related to: (a) your use of the Bank Services; (b) your violation or alleged violation of this Bank Agreement or of any applicable law; (c) your infringement or alleged infringement of any intellectual property or other right of any other person or entity; or (d) any dispute between you and a third party.

You must not settle any such claim or matter against the Bank Indemnified Parties without the Bank's written consent. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter for which we are entitled to indemnification by you, and you further agree that you will cooperate fully in the defense of any such claims.

10. Limitation of our Liability to You

THE BANK, PROGRAM PARTNER, AND THEIR RESPECTIVE REPRESENTATIVES, AGENTS, AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EQUITY HOLDERS, EMPLOYEES, PARENT ENTITIES, SUBSIDIARIES, AFFILIATED ENTITIES, REPRESENTATIVES, AGENTS AND LICENSORS WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (SUCH AS LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES)

ARISING OUT OF OR RELATING IN ANY WAY TO THE BANK SERVICES, OR THIS BANK AGREEMENT.

EXCEPT AS EXPRESSLY SET FORTH IN THIS BANK AGREEMENT OR REQUIRED BY APPLICABLE LAW (E.G., ANY NON-WAIVABLE RIGHTS OR REMEDIES), IN NO EVENT WILL THE TOTAL LIABILITY OF THESE PARTIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF, OR ANY INABILITY TO USE ANY PORTION OF, THE PROGRAM OR THE BANK SERVICES, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS BANK AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED IN THE AGGREGATE ONE HUNDRED DOLLARS ($100.00).

IF YOU ARE A CALIFORNIA RESIDENT, TO THE EXTENT PERMITTED BY LAW, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

IF ANY OF THESE LIMITATIONS ARE FOUND TO BE INVALID, THE PARTIES' TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION OF ANY KIND SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. Dispute Resolution by Binding Arbitration

PLEASE READ THIS "DISPUTE RESOLUTION BY BINDING ARBITRATION" PROVISION VERY CAREFULLY. IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU, ON THE ONE HAND, AND THE BANK, ON THE OTHER HAND, SUBJECT TO THE TERMS AND OPT-OUT OPTION SET FORTH BELOW.

- You and the Bank agree that any and all past, present and future dispute, claims, or causes of action arising out of or relating to your use of any of the Bank Services, this Bank Agreement, or any other controversies or disputes between you and Bank and/or you and Program Partner or any of their respective affiliates, licensors, distributors, suppliers or agents, whether arising prior to or after you agreed to this Bank Agreement (collectively, "*Dispute(s)*"), shall be determined by arbitration, unless (a) you opt out as provided in Section D(11.4) below; or (b) your Dispute is subject to an exception to this agreement to arbitrate set forth in Section D(11.8). You and the Bank further agree that any arbitration pursuant to this Section shall not proceed as a class, group or representative action.
- The Bank wants to address your concerns without the need for a formal legal dispute. Before filing a claim against the Bank, you agree to try to resolve the Dispute informally by contacting us. Similarly, the Bank will undertake reasonable efforts to contact you (if we have contact information for you) to resolve any claim we may possess informally before taking any formal action. If a Dispute is not resolved within 30 days after the email

noting the Dispute is sent, you or the Bank may initiate an arbitration proceeding as described below.

- By agreeing to this Bank Agreement, you and the Bank each agree to resolve any Disputes through final and binding arbitration as discussed herein, except as set forth in Section D(11.8) below.
- You may opt out of this arbitration provision by sending a written notice to the email address listed in Section D(16) within thirty (30) days after first accepting this Bank Agreement. You must date the written notice, and include your first and last name, address, and a clear statement that you do not wish to resolve disputes with the Bank or Program Partner through arbitration. Except for the exceptions in Section D(11.8) below, you knowingly and intentionally waive your right to litigate any Dispute if you do not submit notice before the 30-day deadline. You may continue to use the Program and the Bank Services if you opt out of the agreement to arbitrate after which no party to this Bank Agreement may invoke the mutual agreement to arbitrate in this Section D(11).
- You and the Bank agree that the American Arbitration Association ("*AAA*") will administer the arbitration under its Commercial Arbitration Rules in effect at the time arbitration is sought ("*AAA Rules*"). Those rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. A party who desires to initiate arbitration must provide the other party with a written demand for arbitration as specified in the AAA Rules ("*Demand for Arbitration*").

Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days after delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

The arbitrator(s) is authorized to award any remedies, including injunctive relief, that would be available to a party in an individual lawsuit and that are not waivable under applicable law.

Notwithstanding any language to the contrary in this Section D(11), if a party seeks injunctive relief that would significantly impact other Bank account holders as reasonably determined by any party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. You will select one arbitrator, and the Bank shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel.

Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award is confidential.

You and the Bank further agree that all proceedings can be conducted via videoconference, telephonically or via other remote electronic means; provided that, if the arbitrator(s) reasonably

determines that an in-person hearing is necessary, the arbitration will be held in the county where you live or work.

If the Bank elects arbitration, the Bank will pay all of the AAA filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) will be paid in accordance with the AAA Rules, or in accordance with countervailing law if contrary to the AAA Rules.

In such circumstances, fees will be determined in accordance with the AAA Rules. Each party shall bear the expense of its own attorneys' fees, except as otherwise required by law. This Section D(11) "Dispute Resolution by Binding Arbitration" shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in this Bank Agreement.

- Regardless of the rules of a given arbitration forum, you and the Bank agree that the arbitration of any Dispute shall proceed on an individual basis, and neither you nor the Bank may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "*Collective Arbitration*"). Without limiting the generality of the foregoing, a claim to resolve any Dispute against the Bank will be deemed a Collective Arbitration if (a) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (b) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "*Concurrently*" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.
- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR THE BANK SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. ANY CHALLENGE TO THE VALIDITY OF THIS SECTION D(11) SHALL BE DETERMINED EXCLUSIVELY BY THE ARBITRATOR.
- Notwithstanding your and the Bank's right to arbitrate Disputes, you and the Bank retain the following rights: you and the Bank each retain the right (a) to bring an individual action in small claims court; and (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.
- Except as otherwise required by applicable law, in the event that this arbitration provision is found not to apply to you or your Dispute, you and the Bank agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Hamilton County, Indiana. You and the Bank consent to venue and personal jurisdiction there. We all agree to waive our right to a jury trial.
- This Section D(11) "Dispute Resolution By Binding Arbitration" shall survive the termination or expiration of this Bank Agreement.

12. Disclaimers

THE BANK SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE BANK PROVIDES THE BANK SERVICES WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED. THE BANK ON BEHALF OF ITSELF, AND EACH OF ITS AFFILIATES, PARTNERS, AND LICENSORS, DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE.

YOU USE THE BANK SERVICES AT YOUR OWN DISCRETION AND RISK. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING ANY COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICES), OR THE LOSS OF DATA THAT MAY RESULT FROM THE USE OF THE SERVICES.

Note that the ability to disclaim warranties varies in different jurisdictions. Where a jurisdiction places limits on the ability for a party to exclude certain warranties, these exclusions only exist to the extent permitted by law. Because of this jurisdictional variance, some of the above exclusions may not apply to you.

13. Force Majeure

The Bank is not responsible for any loss to you caused by an event that is beyond our control including, but not limited to, natural disasters, wars, insurrection, terrorist acts or threats, riots, strikes, computer failure, fire, loss of power, communication or transportation facilities, action or inaction of any governmental authority, or for delays or other failures of the U.S. Mail service, Fedwire, or the failure of any other provider of funds transfer or item processing services.

14. Waiver

The Bank may waive any of its rights or your obligations under this Bank Agreement in a particular situation. The Bank is not obligated to do so, and the Bank may choose not to do so even if the Bank has done so before. The Bank's failure to enforce any right or provision of this Bank Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of the Bank. Except as expressly set forth in this Bank Agreement, the exercise by either party of any of its remedies under this Bank Agreement will be without prejudice to its other remedies under this Bank Agreement or otherwise.

15. Notices

We may be required to send you a notice about your Bank Account. We may notify you through the Karat Dashboard, via email, or by mail using the contact information you provide us when you establish the Bank Account. All notices and statements concerning your Bank Account are

effective when we post, mail or deliver them to you or another owner or authorized signer. Notice to any one of them will be effective for all.

16. Contact Us

Please contact us through the Program Partner at concierge@trykarat.com or (323) 747-7086 if you have any questions about this Bank Agreement or the Bank Services. For questions or concerns about any Banking Card transactions, or if your Banking Card, Banking Card number, or PIN is lost, stolen, or misplaced, please contact Program Partner by texting or calling (323) 747-7086 or emailing concierge@trykarat.com. For questions or concerns about non-card transactions, including suspected errors or unauthorized electronic funds transfers ("*EFTs*"), or if you would like to place a stop payment request for preauthorized transfers, please contact Program Partner at concierge@trykarat.com or the website. For questions about closing your Bank Account, updating your name, address, or other contact information, identity theft, reporting account takeover, checking the status of a transaction, or providing instructions regarding a transaction, such as direct deposits and other incoming ACH transactions, please contact Program Partner at concierge@trykarat.com. Unless required by law or we have agreed otherwise in writing, the Bank is not required to act upon instructions you give by fax or voicemail. In some cases, we may ask that you submit any verbal instructions to us in writing.

17. Phone Communications and Recording

You agree that the Bank and its agents and service providers may contact you by text message for service-related information if you provide us with your phone number. For example, we may send you text messages to provide you information about fraud alerts, deposit holds, amounts you owe us, and other information related to your Bank Account activity. You certify, warrant, and represent that the phone number you have provided to us is your contact number and not someone else's. You represent that you are permitted to receive calls and text messages at the phone number you have provided to us. You agree to promptly alert us whenever you stop using a phone number. Standard message and data rates may apply to all text messages.

You agree that the Bank may monitor or record phone calls you have with the Bank for any reason, including to monitor the quality of service you receive and to verify transaction related information. You agree that the Bank is not required to remind you before or during each phone call that the conversation is subject to being monitored or recorded in accordance with applicable state and federal law.

Banking products and services are offered by First Internet Bank of Indiana, Member FDIC.

Karat Financial Technologies Incorporated is a financial technology services provider and not a Bank.

Eligible deposits are insured by the FDIC through First Internet Bank of Indiana up to the standard maximum deposit insurance amount. FDIC Insurance only applies in the event of the failure of the insured institution and not Karat.

(See next page for Banking Card Schedule)

Karat Visa® Business Banking Card Schedule

This Card Schedule supplements the terms of this Bank Agreement and forms part hereof. It governs the terms and conditions specific to your Banking Card issued by First Internet Bank of Indiana, an Indiana-chartered bank with its main office located in Fishers, Indiana (the "*Bank*") and made available to you through the Karat Business Deposit Account Program (the "*Program*"). Program Partner provides administrative and customer support services related to your Bank Account and Banking Card. All Card and related banking services are provided by the Bank. In that capacity, Program Partner is a third-party service provider to us, and may act on our behalf in, without limitation, receiving payments, performing our obligations or enforcing our rights under this Card Schedule. In the event of any conflict between this Card Schedule and Sections A through D of the Bank Agreement, this Card Schedule will control with respect to your Banking Card, and Sections A through D of the Bank Agreement will control with respect to all other matters; provided that Section D(11) (Dispute Resolution by Binding Arbitration) governs all disputes, including disputes concerning your Banking Card.

In this Card Schedule, the words "*we*," "*us*," and "*our*" mean the Bank, its successors, and assigns. "*You*," "*your*," "*yours*," and "*Cardholder*" mean the account holder who applied for, received, and accepted the Bank Account from us. An Authorized User is an individual authorized to use a Card on the Bank Account and is not a Cardholder, borrower, guarantor, or other obligor under this Card Schedule solely because the Authorized User is issued or uses a Card. Capitalized terms not otherwise defined in this Card Schedule have the meanings set forth in the Bank Agreement. You agree, jointly and severally, to be bound by the terms of this Card Schedule.

Be sure to read this Card Schedule carefully and keep a copy for your records. You may request a copy of this Card terms and conditions by emailing concierge@trykarat.com.

READ THIS CARD SCHEDULE CAREFULLY. DISPUTES CONCERNING YOUR BANKING CARD ARE SUBJECT TO THE ARBITRATION PROVISION AND CLASS ACTION WAIVER IN SECTION D(11) OF THE BANK AGREEMENT.

1. General Rules Governing Your Banking Card

1.1 Eligibility to Apply

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires that the Bank and other financial institutions obtain, verify, and record information identifying companies and their beneficial owners. You agree to keep current the information about yourself and your business that you provided the Bank when you opened your Bank Account. The Bank may require you to provide updated information (including financial information) from time to time as a condition of your continued use of the Banking Card. This information may be shared with third parties for these purposes.

1.2 Consent to Use Electronic Signatures and Communications

1.2.1 Cardholder Consent

You must agree to this Card Schedule in order to use a Banking Card. To the extent permitted by applicable law, Cardholder consents to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to Cardholder and Authorized Users under this Card Schedule and in connection with Cardholder's relationship with us (collectively, "*Communications*") that we may otherwise be required to send or provide Cardholder in paper form (e.g., by mail). By using a Card, Cardholder represents that: (1) Cardholder has read and understands this consent to use electronic signatures and to receive Communications electronically; (2) Cardholder satisfies the minimum hardware and software requirements specified below; and (3) Cardholder's consent will remain in effect until Cardholder withdraws their consent as specified below.

1.2.2 Cardholder's Right to Withdraw Cardholder's Consent

Cardholder's consent to receive Communications electronically will remain in effect until Cardholder withdraws it. Cardholder may withdraw their consent to receive further Communications electronically at any time by contacting us at concierge@trykarat.com. If Cardholder withdraws their consent to receive Communications electronically, we reserve the right to cancel your Card or close your Bank Account (in which case Authorized Users will no longer be able to use the Bank Account). Any withdrawal of Cardholder's consent to receive Communications electronically will be effective only after we have a reasonable period of time to process Cardholder's withdrawal. Please note that Cardholder's withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to Cardholder before the withdrawal of Cardholder's consent becomes effective.

1.2.3 Cardholder Must Keep Contact Information Current With Us

In order to ensure that we are able to provide Communications to Cardholder electronically, Cardholder must notify us of any change in their e-mail address by updating Cardholder's profile on the Program Partner's website at trykarat.com or by emailing concierge@trykarat.com.

1.2.4 Copies of Communications

Cardholder should print and save or electronically store a copy of all Communications that we send to you electronically.

1.2.5 Hardware and Software Requirements

In order to access and retain Communications provided to Cardholder electronically, Cardholder must maintain a valid email address and a Current Version of a commercially available internet browser and a Current Version of a program that accurately reads and displays PDF files. "*Current Version*" means a version of the software that is currently being supported by its publisher.

1.2.6 Changes

We reserve the right, in our sole discretion, to communicate with Cardholder in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify Cardholder of any such termination or change by updating this Card Schedule or delivering notice of such termination or change electronically.

1.3 Acceptance of Binding Agreement

This Card Schedule takes effect once you or an Authorized User use your Card. Even if you or an Authorized User does not use the Card, this Card Schedule will take effect unless you contact us to cancel your Account within 30 days after we provide you with this Card Schedule.

1.4 Changes to Your Card Schedule

We may change the terms of, or add new terms to, this Card Schedule. Changes will be effective when this Card Schedule is posted online. Cardholders will be notified of changes. If we have notified you of a change to this Card Schedule and you continue to have your Banking Card after the effective date of the change, you have agreed to the change.

This written Card Schedule forms part of the Bank Agreement and is a final expression of the agreement governing the Banking Card. The written Card Schedule may not be contradicted by any alleged oral agreement.

1.5 Using Your Banking Card

1.5.1 Permitted Uses

You may use your Banking Card to purchase or lease goods or services (each, called a "*Purchase*") by presenting your Card to participating merchants and establishments that honor the Card. You may also make Purchases without presenting your Card by providing your Card number or other information by any means (for example, over the phone, online or through a mobile application) to participating merchants and establishments that honor the Card (each called "*Card-Not-Present-Purchases*"). Conducting transactions over the phone, online or through a mobile application has the same legal effect as if you used the Card itself.

You must not use your Card:

- For any illegal purposes;
- Regardless of whether it is legal or illegal, for internet gambling;
- To pay us for any form of credit account you may have with us or any affiliate;
- To pay on a credit account you may have with any other institution;
- For cash advances, cash equivalents, and balance transfers;
- Businesses dealing in cryptocurrency or digital assets;
- Financial services providers, including banks or bank affiliates, securities brokers, money transmitters, investment companies, or investment funds;
- Pornography, adult chat, or other sexually explicit services;

- For the sale or purchase of Schedules II-V controlled substances with a pharmaceutical license, where such schedules are defined by the DEA; or
- For any purpose in any country or territory subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control or with any person or entity subject to such economic sanctions.

If you use your Card for a prohibited transaction or if you fail to otherwise comply with the terms of this Card Schedule, file bankruptcy, you die or are legally declared incompetent or incapacitated, or you dissolve or otherwise cease to exist, we may declare you to be in default under this Card Schedule and may block such prohibited transactions or revoke your right to use your Banking Card as discussed in the "Cancellation or Suspension of Your Card" section of this Card Schedule. If we do, you are still liable to us for all charges, Purchases, and fees relating to such prohibited transactions and all other transactions on your Account.

1.5.2 Split Transactions

You can instruct a merchant to charge your Card for part of a Purchase and pay any remaining amount of the Purchase with cash or another card. This is called a "*split transaction*." Some merchants do not permit split transactions. If you wish to conduct a split transaction, you must tell the merchant the exact amount you would like charged to your Card. If you fail to inform the merchant you would like to complete a split transaction and you do not have sufficient available funds in your Account to cover the entire purchase amount, your Card is likely to be declined.

1.5.3 Authorized Users

At your request, we may issue additional Cards to Authorized Users you authorize to make Purchases on your Bank Account. Authorized Users must be at least 18 years old (or older if the Authorized User resides in a state where the age of majority is older). We may limit the number of Authorized Users on your Bank Account. You may also be offered the ability to establish customized transaction or credit limits for Authorized Users to help you manage and control Purchases or other transactions made on your Bank Account.

Authorized Users do not have accounts with us but they can use their Cards to access your Bank Account subject to the terms of this Card Schedule. You are responsible for all use of Cards by Authorized Users and anyone they allow to use their Card. You must pay for all charges they make.

You must tell Authorized Users that: (i) we may obtain, provide and use information about them; and (ii) their use of the Card is subject to this Card Schedule. You authorize us to give Authorized Users information about the Bank Account and to discuss it with them.

If you want to cancel an Authorized User's right to use a Card (and thereby cancel their access to your Bank Account) you must tell us in the Karat Dashboard or by emailing concierge@trykarat.com.

1.5.4 Merchant Holds on Available Funds

When you or an Authorized User uses the Card to initiate a transaction at certain merchant locations, websites, or mobile applications such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold

may be placed on the available funds in the Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to you or an Authorized User for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take up to seven days for the hold to be removed. During that period, you and an Authorized User will not have access to the funds subject to the hold.

1.5.5 Declined Transactions

We may decline to authorize a Purchase for security or any other reason without limitation. This includes, for example, if we suspect the Purchase is fraudulent, is subject to U.S. economic sanctions or does not otherwise comply with this Card Schedule, or where we reasonably believe that you may be unable to fulfill your obligations under this Card Schedule, even if you have sufficient available funds to complete the Purchase. We may also decline to authorize a Purchase where the value of the Purchase exceeds your purchase limit. We are not liable to you for any losses you or any Authorized User (or anyone else) incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the Card.

1.5.6 Payment Limits

The payment limit on Cards is 100% of the available account balance in your Bank Account at the time of the transaction. You must not exceed your payment limit. If you do, we may request immediate payment of the amount by which you exceed the payment limit.

It is important to know the amount of available funds in your Bank Account at the Bank before performing a transaction with a Card. If there are not sufficient funds in your Bank Account at the Bank to cover the transaction amount, the transaction may be declined.

1.5.7 Foreign Currency Transactions

If you make a transaction using your Card in a foreign currency (including, for example, online purchases from a merchant located outside of the U.S.), the card association will convert any transaction in foreign currency into U.S. dollars using an exchange rate for the applicable central processing date that is (1) selected by the association from the range of rates available in wholesale currency markets, which rate may vary from the rate the association receives, or (2) the government mandated rate. The conversion rate you get may differ from the rate on the transaction date or the posting date, and from the rate that the card association gets. A merchant or other third party may convert a transaction into U.S. dollars or another currency, using a rate they select, before sending it to the credit card association.

1.5.8 Renewal or Replacement Cards

You authorize us to issue you and any Authorized Users a renewal Card or a replacement Card before the current Card expires. We may decline to renew any Card. If you or an Authorized User has not received a new Card at least 14 days before the current Card expires, you must tell us. If a renewal Card is not needed for an Authorized User, you must tell us through the Karat Dashboard before the current Card expires. You and any Authorized User must destroy any expired physical Cards by cutting them up. This Card Schedule, including as amended, continues to apply to any renewal or replacement Cards we issue.

1.6 Finance Charges

We do not charge any finance charges for the use of the Card.

1.7 Fees

The Bank does not charge any fees for your Banking Card. Karat charges an international transaction fee of one percent (1%) of the transaction amount for Banking Card transactions conducted outside the United States or with a merchant located outside the United States, as set out in the Fee Schedule in Section A(4.1) of the Bank Agreement. Karat does not charge an ATM fee, but the operator of an out-of-network ATM may charge you a fee. See the “Card Terms” at the end of this Card Schedule for more information.

1.8 Periodic Statements

1.8.1 Statements

Banking Card transactions appear on the monthly statement for the Bank Account to which the Card is linked. There is no separate statement for the Card. Bank Account statements are made available as described in Section A(8) of the Bank Agreement, and you must review them and report errors as provided below.

1.8.2 Errors

If you think there is an error on your statement, contact Karat by email at concierge@trykarat.com. In your communication, give Karat the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Date: The date of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact Karat within 30 days after Karat first sent the statement in which the error appeared.

You must notify Karat of any potential errors in writing or electronically. You may call us, but if you do Karat may request your prompt verification of the details in writing.

If you have inquiries regarding your account, please contact us at: concierge@trykarat.com

1.9 Making Payments

1.9.1 Payment

You are responsible for all Banking Card transactions, including Purchases or other transactions made by Authorized Users. You authorize us to deduct each Banking Card transaction from the Bank Account to which the Card is linked at the time the transaction is made.

1.9.2 Promise to Pay

You promise to pay all charges, including: (i) charges you make, even if you do not present your Card or sign for the transaction, (ii) charges that other people make, whether or not you or an

Authorized User intend to let them use the Bank Account, subject to applicable law, and (iii) charges that Authorized Users make or permit others to make. You understand that you must pay all charges, even if there are insufficient funds in the Account.

1.9.3 Collection Costs

You agree to pay all costs and disbursements, including reasonable attorney fees, incurred by us to collect your indebtedness or to enforce your obligations under this Card Schedule.

1.9.4 Security Interest and Setoff

In addition to the other remedies provided in this Card Schedule, but subject to any limitations imposed by applicable federal or state law, to secure your indebtedness under this Card Schedule, you hereby grant us a security interest in and a right of setoff against all monies, accounts, including deposit accounts, securities, and other property of yours now or hereafter in possession of or on deposit with us, whether held in general or special account or deposit or for safekeeping or otherwise. Every such security interest and right of setoff may be exercised without demand upon or notice to you. No security interest or right of setoff shall be deemed to have been waived by any act or conduct on our part, or any failure to enforce such security interest or to exercise such right of setoff, or by any delay in doing so. Every security interest and right of setoff shall continue in full force and effect until such security interest or right of setoff is specifically waived or released by an instrument in writing executed by us. If you have other loans from us, or if you take out other loans with us in the future, collateral securing those loans will also secure your obligations under this Card Schedule, unless we otherwise agree in writing. However, unless you expressly agree otherwise, your household goods and dwelling will not secure your obligations under this Card Schedule even if we have or later acquire a security interest in the household goods or a mortgage on the dwelling.

2. Your Account Responsibilities

We strive to keep your Card and Bank Account secure and provide you with tools and services to help you manage them. However, there are certain things you should do to protect your Card and Bank Account.

2.1 Protect Your Information

It is important that you and your Authorized Users protect your Card and Bank Account information to prevent unauthorized use, misuse, or fraud. You must ensure that you and any Authorized Users:

- Keep the Card secure at all times and don’t let anyone use it.
- Keep any device (for example smart phones, tablets or other electronic devices) that can download, store or access Card or Bank Account information secure at all times.
- Are careful about who you share Card or Bank Account information with.
- Follow any Card activation process we tell you about, as soon as possible.
- Protect your telephone codes, online passwords and any other codes we provide or approve for you to use on your Bank Account.
- Complete any identity verification or authentication step we present in connection with a transaction or access to the Bank Account.

2.2 Notify Us if Your Information Changes

You must notify us immediately by emailing concierge@trykarat.com if there is a change to your name, telephone number, mailing address, email address or any other contact information you provided us so that we can continue to provide you with monthly statements, notices or other communications and important messages or information about your Bank Account. You must notify us immediately by emailing concierge@trykarat.com if any of your information changes.

2.3 Notify Us if Your Card is Lost or Stolen

If your Card is lost or stolen or if you think someone may be using your Card or Bank Account without your permission, you must notify us IMMEDIATELY by emailing concierge@trykarat.com. Do not use the Card or Bank Account after you notify us, even if the Card is found or returned. Except as provided in the Visa Zero Liability policy below, you are responsible for all unauthorized use of the Card or Bank Account occurring before you notify us, except to the extent required by applicable law. Visa Zero Liability Policy for Unauthorized Transactions: Notwithstanding the foregoing, you may incur no liability for unauthorized use of your Card, up to the amount of the unauthorized transactions, provided you notify us within a reasonable time of the loss or theft of your Card, Card number, or PIN, or of its unauthorized use. This policy does not apply to any unauthorized electronic fund transfer on the Bank Account that does not involve the use of a Card or Card number. A transaction is considered unauthorized if it is initiated by someone other than you or an Authorized User without actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered unauthorized if (a) you or an Authorized User furnish the Card, Card number, or other identifying information to another person and expressly or implicitly give that person authority to perform one or more transactions, and the person then exceeds that authority, or (b) for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use. Reasonable time will be determined in our sole discretion based on the circumstances. Our liability under this policy is limited to reimbursing you for the amount of your loss up to the face amount of any unauthorized Card transaction covered by this policy. You must identify the charges on your monthly statement that you or any Authorized User did not make. You will not be liable for unauthorized use that occurs after you notify us and we have had a reasonable opportunity to act on your notice. Prompt notice reduces your exposure, and we will use commercially reasonable efforts to limit your liability for unauthorized transactions. If we disable a Card and you or an Authorized User re-enables it, you are responsible for all subsequent use of that Card, in each case to the extent permitted by applicable law. Furthermore, your completion of an authentication step we present is evidence that the related transaction was authorized, in each case to the extent permitted by applicable law.

3. Other Legal Terms and Conditions

3.1 Default

You are in default (subject to applicable law) if:

- You fail to comply with the terms of this Card Schedule, including failing to make a required payment when due, exceeding your Card payment limit or using your Card for a prohibited transaction;

- You die or are declared legally or mentally incompetent, or, if you are an entity, you (i) dissolve, liquidate, or otherwise cease to operate, (ii) are a party to a merger or other reorganization, or (iii) sell or otherwise transfer all or substantially all of your assets;
- You file bankruptcy or another insolvency proceeding is filed by you or against you;
- You become insolvent or unable to pay your debts;
- You provide us with any false or misleading information;
- We have any reason to believe you are unwilling or unable to pay your debts; or
- Where you pose an unacceptable regulatory or financial risk to us or third parties.

3.2 Our Remedies If You Default

If you are in default, we may, subject to applicable law (including any applicable notice or cure requirement): (a) declare all or any portion of your outstanding Bank Account balance to be immediately due and payable; (b) choose to work with you to offer alternative payment plans to assist with resolving financial hardships, without waiving any of our rights to declare all or any portion of your outstanding Banking Card balance as immediately due and payable; (c) terminate or suspend your Bank Account and/or your ability to make additional transactions using the Banking Card; (d) commence a collection action against you and charge you all reasonable costs, including reasonable attorneys' fees, court or other collection costs and fees and costs of any appeal; (e) reduce your credit limit; (f) suspend or close your Bank Account; or (g) take any other action permitted by law.

3.3 Refunds; Returns; Merchant Disputes

Cardholder or an Authorized User will not receive cash refunds for Card transactions. If a merchant gives Cardholder or an Authorized User a credit for merchandise returns or adjustments, the merchant may do so by processing a credit adjustment, which we will credit to the available funds in your Account. We will not refund any fee already charged on the transaction. We are not responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that you purchase with your Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased.

3.4 Automatic Billing Updates

You may set up automatic billing or store your Card or Bank Account information with a merchant or other third party (collectively called "*Permitted Party*"). If you do, you authorize us to share your Card or Bank Account information with the Permitted Party. If your Card or Bank Account information changes, you authorize us to provide this updated information to a Permitted Party at our discretion. You must contact the Permitted Party directly or remove your Card or Bank Account information from the Permitted Party's records (for example, a website) if you want to stop automatic billing or Bank Account updates.

3.5 Cancellation or Suspension of Your Card

You may cancel a Card through the Karat Dashboard or by emailing concierge@trykarat.com. To close your Bank Account, see Section A(12) of the Bank Agreement. We may cancel, suspend or not renew your Card if you are in default, or at any time for any reason at our

discretion, even if you pay on time and are not in default, unless prohibited by law. We may take any of these actions without notice to you unless we are required to do so.

If your Card is canceled for any reason, all other Cards issued on your Bank Account may be canceled at the same time. No new transactions will be authorized on a canceled Card. You remain responsible for all Purchases and other charges authorized before cancellation, including any that post after the cancellation date.

3.6 Limitations of Bank's Liability

Bank and Program Partner are not liable to you for consequential, indirect, special, punitive, putative, or exemplary damages, lost profits, or lost revenues; whether or not Bank or Program Partner was advised of the possibility of such damages, and regardless of the legal theory on which the claim for damages is based. Except as expressly provided to the contrary herein, the foregoing limitation includes losses arising from any unauthorized access to or use of your Bank Account or Cards, or your failure to implement security or anti-fraud controls.

3.7 Representations, Warranties and Covenants

You represent, warrant, and covenant that (a) you have full power, capacity, and authority to enter into and perform all obligations under this Card Schedule; (b) entering into and performing all obligations under this Card Schedule does not and will not contravene any provision of or constitute a default under any contract or other instrument binding upon you; (c) all information that you have provided and will provide at any time in the future to us is and will be true, accurate and complete; (d) at our request you will deliver in a form acceptable to us any legal documents, financial statements, or other information we may reasonably require to verify the representations and warranties contained in this paragraph; and (e) you have received a copy of this Card Schedule and agree to be bound by and to comply with this Card Schedule and understand that this Card Schedule is subject to change in accordance with applicable law. You agree to notify us promptly of any significant change that has or may have a material adverse effect on your ability to perform your obligations hereunder.

3.8 NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE

From time to time, services related to the Card or Bank Account may be inoperative. When this happens, you may be unable to access the Karat Dashboard and you and any Authorized Users may be unable to use the Card or obtain information about the Card. Please notify Program Partner if you have any problems using the Card or the Karat Dashboard. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

3.9 Governing Law

Indiana law and federal law govern this Card Schedule and the Bank Account. They govern without regard to internal principles of conflicts of law. We are located in Indiana. We hold the Bank Account in Indiana. We entered into this Card Schedule with you in Indiana.

3.10 Notices

To the extent applicable law permits, any notice you send us is effective after we receive it and have a reasonable opportunity to act on such notice. Any written or electronic correspondence we send you is effective when we send it to you at your mailing address (or your email address if you have authorized electronic communications), in each case as it appears in our records.

3.11 Severability

If any part of this Card Schedule is found to be invalid, the rest of this Card Schedule will still remain in effect. The survival and severability of the arbitration provision are governed by Section D(11) of the Bank Agreement.

3.12 No Waiver of Bank Rights

We may choose to delay enforcing or to not exercise rights under this Card Schedule. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.

3.13 Assignment

We may sell, assign or transfer your Bank Account or any portion of it without notice to you. You may not transfer, sell, or assign the Bank Account, Cards, or this Card Schedule or any obligations under this Card Schedule to another person or entity.

3.14 Assigning Claims

If you dispute a charge with a merchant, we may credit the Bank Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You and any Authorized Users agree not to pursue any claim against the merchant for the credited amount. And you and any Authorized Users must cooperate with us if we decide to do so.

3.15 Entire Agreement

You acknowledge that this Bank Agreement, including this Card Schedule, constitutes the entire agreement between you and the Bank concerning the Card. The Bank Agreement supersedes and may not be contradicted by any evidence of any prior or contemporaneous written or oral communication or understanding between you and the Bank concerning the Card. If Program Partner offers or provides rewards in connection with the Bank Account, you understand that the disclosures or information relating to such rewards are separate and not part of this Card Schedule. No other agreements, representations, or warranties other than those provided in this Bank Agreement, including this Card Schedule, are binding unless in writing and signed by the Bank.

3.16 Headings

The section headings of this Card Schedule are inserted only for convenience and are in no way to be construed as substantive parts of this Card Schedule.

3.17 Digital Wallets

General. This section governs your access to and use of your Card through Apple Pay, Google Pay, Samsung Pay, and other digital wallets that we support from time to time (each, a "Digital Wallet") on compatible mobile devices, as determined by the Digital Wallet provider ("Supported Devices").

Third-Party Terms. Your use of a Digital Wallet is subject to the terms and conditions set forth by the third-party Digital Wallet provider or another third party supporting the Digital Wallet or Digital Wallet provider (collectively, the "Digital Wallet Provider") with respect to the use of that Digital Wallet.

Using a Digital Wallet. To use your Card with a Digital Wallet, you must have a Digital Wallet available to you and downloaded to your Supported Device. A Digital Wallet may not be accepted at all places where your Card is accepted, and your Card in a Digital Wallet may not be eligible for all the features and functionalities of that Digital Wallet.

Enrollment. Before you can use your Card in a Digital Wallet, you must add your Card to a Digital Wallet installed on your Supported Device by following the directions of the Digital Wallet Provider. By doing this, you agree to allow us to share your Card information with the Digital Wallet Provider. You must complete this process for each Digital Wallet and each Card you wish to add. We may require you to take additional steps to authenticate yourself before your Card is added. If your Card is not in good standing, if we cannot authenticate the Card, or if we suspect fraud associated with the Card, your Card may not be used with a Digital Wallet. The digital version of your Card may be automatically updated or upgraded without notice to you, and may have a unique numerical identifier that is different from your physical Card number.

Lost or Stolen Cards and Supported Devices. If your physical Card is lost or stolen and your Supported Device is not, you may be required to add your new Card to a Digital Wallet. If your Supported Device is lost or stolen, you will need to add your Card to a Digital Wallet on a new Supported Device.

Transactions. Once you add a Card to a Digital Wallet, you may use your Supported Device to make payments with the Card at any merchant that accepts the Digital Wallet and the Card, including contactless, in-app, and website purchases. Your authorization of a transaction using a Card in a Digital Wallet has the same force and effect as a transaction you make using your physical Card. The transaction history displayed in a Digital Wallet may not reflect post-authorization activity, such as settlement, foreign currency exchange, or chargebacks, and may not match the amount that ultimately posts to your Bank Account. All transactions using a Card in a Digital Wallet must comply with applicable law and this Card Schedule.

Removing Your Card. To remove a Card from a Digital Wallet, contact the Digital Wallet Provider. If you contact us, we may attempt to block transactions on your Card initiated through the Digital Wallet, but we cannot guarantee that a Digital Wallet Provider will remove your Card. We may block, suspend, or cancel your ability to use a Card in a Digital Wallet at any time for any reason, including if we suspect fraud, if applicable laws change, or if directed to do so by the Digital Wallet Provider, applicable law, or the card network.

Specific Digital Wallets. Your use of Apple Pay, Google Pay, or Samsung Pay is also subject to that provider's terms and conditions. We do not control or endorse the provisioning or use of any Digital Wallet, we are not a party to the terms between you and a Digital Wallet Provider, and we are not responsible for a Digital Wallet. Inquiries or complaints relating to a Digital Wallet must be directed to the Digital Wallet Provider.

Fees. Neither the Bank nor Karat charges a fee to add a Card to a Digital Wallet or to use the Card through a Digital Wallet. Digital Wallet Providers and other third parties, such as your wireless carrier, may charge you fees in connection with your use of a Digital Wallet, and you are solely responsible for those fees.

Privacy and Security. You authorize us to collect, transmit, store, and use technical, location, and login information about you and your use of the Card through a Digital Wallet. A Digital Wallet Provider and the card network will have access to certain details of your transactions made through the Digital Wallet, and their use of your information is governed by their own privacy policies. The Digital Wallet Provider is responsible for the security of information provided to or stored in the Digital Wallet. You must take reasonable steps to prevent unauthorized use of your Card, Supported Device, and Digital Wallet. If you allow another person's biometric identifier on your Supported Device, or share the passcode to your Supported Device, transactions by that person will be treated as authorized by you, unless otherwise required by applicable law. If your Supported Device is lost or stolen, or your Card is used through a Digital Wallet without your permission, you must notify us immediately by emailing concierge@trykarat.com or texting (323) 747-7086.

Suspension and Termination. We may suspend or terminate your use of any Card in a Digital Wallet at any time, with or without notice, including if we suspect fraudulent activity or your Card or Bank Account is canceled or suspended. We are not liable to you or any third party for any such action.

Disclaimer. EACH DIGITAL WALLET IS PROVIDED BY THE APPLICABLE DIGITAL WALLET PROVIDER. YOUR USE OF ANY CARD IN A DIGITAL WALLET IS AT YOUR SOLE RISK. WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY DIGITAL WALLET, ANY ACT OR OMISSION OF A DIGITAL WALLET PROVIDER OR MERCHANT, OR THE OPERATION OF ANY SUPPORTED DEVICE OR WIRELESS SERVICE, AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE USE OF ANY CARD IN A DIGITAL WALLET.

Communications. You may receive notifications, text messages, and push notifications on your Supported Device relating to your use of the Card in a Digital Wallet. You may turn off push notifications through your Supported Device settings.

Card Terms

Disclosure Type	Disclosure
Annual Percentage Rate (APR)	0%

Paying Interest	No interest is charged. Your Card operates on a good funds model. Funds will be debited from your Bank Account at the time of any Purchase.
Annual Fee	None
Transaction Fees assessed by Karat	None charged by the Bank for use of the Card. Karat charges an international transaction fee, described in the Fee Schedule in Section A(4.1) of the Bank Agreement.
Balance Transfers	Not Available
Foreign Transactions assessed by Karat	One percent (1%) of the transaction, as described in the Fee Schedule.
Penalty Fees	None
Late Payment	None
Returned Item	None
Grace Period	Not Applicable
Payment Limit	Available balance in your Bank Account
Minimum Finance Charge	None
Cash Advance Fee	Not Applicable

How We Will Calculate Your Balance: Banking Card transactions are debited from the available balance of the Bank Account to which the Card is linked at the time of each transaction. See Section 1.5.6 (Payment Limits) of this Card Schedule.

Transaction Disputes: Information on your rights to dispute transactions and how to exercise those rights is included in Section 1.8.2 (Errors) of this Card Schedule and Section A(8) (Statements) of the Bank Agreement.

Lost or Stolen Card: If you believe any Card is lost or stolen, or there has been unauthorized use of any Card, notify us immediately, by email at concierge@trykarat.com.

Cancellation: If you want to cancel your Card, you may do so through the Karat Dashboard or by emailing concierge@trykarat.com. To close your Bank Account, see Section A(12) of the Bank Agreement.

Banking products and services are offered by First Internet Bank of Indiana, Member FDIC.

Karat Financial Technologies Incorporated is a financial technology services provider and not a Bank.

Visa® cards are issued by First Internet Bank of Indiana pursuant to a license from Visa U.S.A. Inc.