

## Revolut Business Prepaid Visa and Prepaid Mastercard Cardholder Agreement

**IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS (EXCEPT CLAIMS ELIGIBLE FOR SMALL CLAIMS COURT) TO BE RESOLVED BY BINDING ARBITRATION (SEE SECTION 32).**

**THE REVOLUT CARD, CARD ACCOUNT AND RELATED FINANCIAL SERVICES, INCLUDING FOREIGN CURRENCY CONVERSION, REMITTANCES AND PEER-TO-PEER (“P2P”) TRANSFERS (THE “PROGRAM”), ARE ISSUED OR PROVIDED BY LEAD BANK. REVOLUT IS LEAD BANK’S PROGRAM MANAGER FOR THE PROGRAM. IN THAT CAPACITY, REVOLUT MAY ACT TO PERFORM OBLIGATIONS UNDER THIS AGREEMENT OR ENFORCE RIGHTS UNDER THIS AGREEMENT ON BEHALF OF LEAD BANK, AS APPLICABLE.**

**1. Terms and Conditions for the Revolut Business Prepaid Visa® and Prepaid Mastercard® Program.** This document, including the Schedule of Fees and Charges (Schedule A), is the agreement (“Agreement”) containing the terms and conditions that apply to either the **Revolut Business Prepaid Visa® or Prepaid Mastercard®** (“Card”) issued to you by **Lead Bank**, a member of the Federal Deposit Insurance Corporation (“FDIC”). If your Card is a Prepaid Visa® card, it is issued to you pursuant to a license from Visa U.S.A. Inc (“Visa”); if your Card is a Prepaid Mastercard® card, it is issued to you pursuant to a license from Mastercard International (“Mastercard”).

By using any of the services offered under this Agreement, or by accepting and/or using this Card, you agree to be bound by the terms and conditions contained in this Agreement. By using any of the services offered under this Agreement, you agree to be bound by the [Lead Bank Sweeps Online Account Disclosure](#) which is incorporated into this Agreement.

The “Program Manager” for the Program is **Revolut Technologies Inc.** (“Revolut”) together with its successor and assigns. As described in this Agreement, you can contact Revolut through the Dashboard associated with the Program, by sending an email to [support@revolut.com](mailto:support@revolut.com), or by calling the toll-free telephone number on the back of your Card: (844) 744-3512.

In this Agreement, “Card” includes any Physical Card or Virtual Card (each as defined below) you may request, as permitted under this Agreement. “Card Account” means the records maintained to account for the value of transactions made with your associated Card(s) or any other service offered under this Agreement. “Card Account Number” is the unique number assigned to your Card Account. “You” and “your” means the Account Owners who have received the Card and who are authorized to use the Card Account as provided for in this Agreement. “Account Owner” means the business that qualified for and opened the Card Account, owns the funds in the Card Account, can open and close the Card Account and add or cancel any Team Member Cards (as defined below), add or remove Team Member Cardholders (as defined below), obtain Card Account information, load the Card Account, transfer or allocate funds to Cards and to take all other administrative actions in connection with the Card Account as contemplated by this Agreement. Account Owner must be a business and may be an individual operating as a sole proprietorship, partnership, limited liability company, corporation, trust or other form of commercial entity authorized by applicable law. “Dashboard” means the dedicated website and mobile application available to Account Owners to review transactions, authorize Team Member Cards, and otherwise manage your Card Account. “Team Member App” means the mobile application authorized by the Account Owner for use by the Team Member to review the individual Team Member’s transactions and upload expense information. “Team Member Card” means a Card issued to any Team Member Cardholder, subject to any restrictions or limitations established by the Account Owner (and references to “Card” under this Agreement shall also include any Team Member Card). “Cardholder” means any person issued a Card by the Account Owner, including, but not limited to, any Team Member Cardholder. “Team Member Cardholder” means any person issued a Team Member Card by the Account Owner (each such individual, a “Team Member”). Each Team Member Cardholder will be issued his or her own Card linked to the Account Owner’s Card Account with their own access via the Team Member App. “We,” “us,” and “our,” mean Lead Bank, as the issuing bank for the Card Account and Cards, together with each of their successors, affiliates, and assigns, and shall also include Revolut to the extent that Revolut is providing services to the Program on behalf of Lead Bank. The Card will remain the property of Lead Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third party agents to obtain, verify, and record information that identifies each Account Owner and certain individuals associated with the Account Owner.

What this means for you: When a business applies to open a Card, Revolut may ask for, as applicable, the name, address, date of birth, tax identification number, or identification number issued by a U.S. or non-U.S. governmental agency, and other information that will allow us to identify you, the business's beneficial owner(s), the business's control person(s), and anyone you designate as having control over the funds in the Card Account (other than Cardholders with no ability to control over funds in the Card Account except for spending on their Card) (each, an "Associated Person"). By participating in the Program, you agree and warrant that all the information and statements each Associated Person provides to us are complete and accurate, including, but not limited to, and as applicable, each Associated Person's full legal name, valid mailing address and U.S. business address (if different), tax identification number or other identification documentation, date of birth, and telephone number. If any Associated Person falsifies, misrepresents, or fails to provide accurate information that we may request, we may take such actions as we believe are necessary in order to comply with applicable laws, including canceling your Card and closing your Card Account. We reserve the right to restrict or delay your access to any funds that may be deemed fraudulent or being used for suspected illegal purposes, as allowed by law.

These Terms and Conditions are written in the English language. If this text is translated into another language and there is a conflict between versions, the English text will prevail.

**2. Your Card Account.** The Card Account is a prepaid card account made available to the Account Owner or the Account Owner's designated Team Member Cardholders, for business purposes only, and may not be used for personal, family or household purposes. We may close your Card Account if we determine in our sole discretion that the Card Account is being used for personal, family or household purposes. The Card(s) allows the Account Owner and Team Member Cardholder(s), as applicable, to access funds loaded or deposited to the applicable Card Account by the Account Owner. You may access the funds in your Card Account by using (a) your Card, (b) the number inscribed or printed on the back of your Physical Card (as defined below) or the number provided to you in connection with your Virtual Card (as defined below), as applicable (collectively, the "Card Number" or "Card Numbers"), or (c) by automated clearinghouse ("ACH") debit using Lead Bank's routing number and your Card Account Number. The Card is **not** a credit card. The balance of the funds in the Card Account will be reduced by the amount of each transaction you (or your authorized users) initiate using your Card Account, in addition to any applicable fees all in accordance with the terms of this Agreement. The Card is **not** a gift card, nor is it intended for gifting purposes. You will **not** receive any interest on your funds on the Card or in your Card Account. The funds in your Card Account will **not** expire, regardless of the expiration date on the front of your Card. By using the Card Account and any Cards, or providing the Card Number to any person, you represent and warrant that such use is solely for business purposes. As such, because the Account is a business account and not for personal, family or household use, the Card Account and the Card are not subject to the Electronic Fund Transfer Act.

The Account Owner may request, be issued, and/or use a physical Card (a "Physical Card") or a virtual representation of the Card (a "Virtual Card"). If you have and use a Physical Card and a Virtual Card at the same time, both forms of your Card are associated to one Primary Access Number ("PAN"), which allows you to access the funds available in your Card Account. Except as otherwise stated in this Agreement, you have the same rights and responsibilities under this Agreement whether you use a Physical Card or Virtual Card.

- a. **Virtual Card.** Your Virtual Card is available through use of the Dashboard. Your Virtual Card will be displayed in the Dashboard and will be activated and ready for use after the first successful load of funds to your Card Account. You may access the funds in your Card Account by using the Card Number provided to you in connection with the Virtual Card for transactions or purchases initiated over the phone or online. You will not receive a personal identification number ("PIN") for your Virtual Card. If you choose to receive and use a Physical Card, you will be able to continue using your Virtual Card.
- b. **Physical Card.** When you request a Physical Card, it will be mailed to the address you provide to us during the application process, or such other address as may be provided pursuant to the provision of the Section of this Agreement entitled "How to Update Your Records." When you receive your Physical Card, use the

Dashboard to activate the Card and receive your PIN (as set forth in the Section of this Agreement entitled “Personal Identification Number (“PIN”)”). Upon receipt and activation of your Physical Card, you will be able to continue using your Virtual Card.

- c. **Team Member Cards.** Each Card Account will consist of any number of Team Member Cards authorized by the Account Owner, subject to the costs listed in the Schedule of Fees and Charges (Schedule A) and approval by us. The Account Owner is responsible for all transactions and fees incurred by Team Members and any other person the Account Owner has authorized to use a Card or to access the Card Account, even if the Team Member Card or other person exceeds the scope of the authority granted by Account Owner. The Account Owner will be permitted to limit or restrict the activity on all Team Member Cards with or without the consent of any Team Member Cardholder through the Dashboard. The Account Owner must notify us through the Dashboard to revoke permission for any Team Member Cardholder previously issued and authorized to use a Team Member Card. If the Account Owner notifies us to revoke a Team Member Cardholder’s use of a Team Member Card, we will cancel the Team Member Card and transfer any remaining funds loaded on the canceled Team Member Card back to the Account Owner. Each Team Member Cardholder agrees that the Card shall be used only as authorized by Account Owner and in accordance with this Agreement and applicable laws.

**3. FEES. THE FEES RELATING TO THE USE (AND MISUSE) OF YOUR CARD ARE SET FORTH IN THE SCHEDULE OF FEES AND CHARGES (SCHEDULE A) ATTACHED TO THIS AGREEMENT (“FEE SCHEDULE”) AND INCORPORATED HEREIN BY REFERENCE. FEES INCURRED PURSUANT TO THE TERMS OF THIS AGREEMENT WILL BE WITHDRAWN FROM YOUR CARD ACCOUNT AND WILL BE ASSESSED SO LONG AS THERE IS A REMAINING BALANCE IN YOUR CARD ACCOUNT, UNLESS PROHIBITED BY LAW.** You agree to pay all fees set forth in the Fee Schedule. We may from time to time amend the Fee Schedule at our sole discretion as set forth in the Section of this Agreement titled “Amendment and Cancellation.”

**4. Authorized Users.** If you or any authorized user (including, but not limited to, any Team Member), permits another person to have access to your Card, a Team Member Card, Card Number or Card Account Number, you are liable for all transactions made with the Card, Team Member Card, Card Number, or Card Account Number, and all related fees incurred, by those persons. To cancel a Card for any individual (including, but not limited to, any Team Member) you previously authorized to use a Card, you may do so through the Dashboard or through email to [support@revolut.com](mailto:support@revolut.com). Until we have received your notice of such a revocation (cancellation) and have had a reasonable time to act upon the written notification of cancellation, you are responsible for all transactions and fees incurred using the applicable Card, Card Number or Card Account Number. If you tell us to revoke (cancel) a Team Member’s use of a Card, we may revoke (cancel) the Card and issue a new Card with a different Card Number. You are wholly responsible for the use of each Card according to the terms of this Agreement, subject to the Section entitled “Lost or Stolen Cards/Unauthorized Transfers” below, and other applicable laws.

**5. Card Account Use and Purpose.** Subject to the limitations set forth in this Agreement, you may use your Card, Card Number, or Card Account Number, as applicable, to (a) add funds to your Card Account (as described in the Section below entitled “Adding Funds to Your Card Account”), (b) transfer funds (as described in the Section below entitled “Domestic Transfers and International Remittances”), (c) purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Card Account or violate any of the limits or terms described in this Agreement (as described in the Section below titled “Limitations on Frequency and Dollar Amounts of Transactions”), (d) withdraw cash from your Card Account (as described in the Section below titled “Using Your Card to Get Cash”), and (e) exchange any funds in your Card Account into another currency (as described in the Section below entitled “Currency Exchanges”). There may be fees associated with some of these transactions. For fee information, see the Fee Schedule. You agree not to use your Card or Card Account for unlawful internet gambling or any other illegal purpose. If a transaction causes a Card to have a negative balance, we may deduct any negative balance amounts from any current or future funds on the Card or from any other location in the Card Account. Team Member Cardholders should only be persons Account Owner trusts to honor its instructions and limitations.

Account Owner will be provided with Lead Bank’s routing number and assigned a 12-digit Card Account Number. Lead Bank’s routing number and your assigned Card Account Number are for the sole purposes of initiating ACH credits (including direct deposits) to your Card Account, and ACH debit transactions from your Card Account. The

16-digit Card Number embossed or printed on any Cards you authorize should not be used for ACH transactions or they will be rejected. You are not authorized to use Lead Bank's routing number and Card Account Number if you do not have sufficient funds in your Card Account to make an ACH debit transaction. If you do not have sufficient funds in your Card Account to pay the applicable ACH debit, the ACH debit will be declined and your payment will not be processed.

Account Owners may also be provided with specific local bank account details ("Global Account Details") for certain supported currencies other than US Dollars. Account Owners may use Global Account Details to send and receive funds through wire or local transfer method supported by the jurisdiction of the Global Account Details (as applicable) in that specific currency, and no other transfer methods (such as cash or check) may be used to send or receive money with the Global Account Details. Transfers through the Global Account Details may be subject to the limits as described in the Section below titled "Limitation on Frequency and Dollar Amount of Transactions." We cannot guarantee the use of any transfer methods and may change or stop offering a particular transfer method at any time without notice. Global Account Details may be provided by a third-party non-U.S. financial institution or a non-U.S. affiliate of the Program Manager and may be subject to change. Funds received via Global Account Details are subject to the Section below entitled "Notice of Receipt of ACH Items and Wires; Provisional Payment" and may be subject to reversal or chargeback if the transfer is canceled or refused by the third party. Once settled, you may hold funds received through Global Account Details in that particular currency or exchange it into other available currency as described in the Section below entitled "Currency Exchanges."

**6. Limitations on Frequency and Dollar Amounts of Transactions.** The amount and frequency of purchases, transfers, and cash withdrawals that you can perform may be limited or disabled for security reasons. These limits are designed to be flexible in order to protect the security and integrity of services offered herein and Card and Card Accounts, including protection of you and all other Card holders. For security reasons, we may further limit the number or dollar amount of transactions you can make with your Card or any Team Member Card.

Transaction type	Maximum Amount Limitation*
Automated Teller Machine ("ATM") Cash Withdrawals	Up to \$3,750 per day
Outbound U.S. Domestic Wire	\$200,000 in total U.S. Domestic Wire transaction initiations per day (between 12:00 AM and 11:59 PM Eastern Time ("ET"))
Outbound International Bank Transfers	Outgoing international bank transfers may be subject to different limits based on the currency and corridor of transfers, please refer to the Dashboard for applicable limits
Outbound ACH Transfer	\$175,000 per outbound transfer
Inbound ACH Transfer	\$1,000,000 per inbound transfer

\*In addition, your loading and use of the Card Account, or any Team Member Cards may be limited based on other factors determined by us. Transactions, including but not limited to loads, deposits, withdrawals, purchases, and the maximum balance you may hold in your Card Account, may be limited or disabled for security reasons based on a transaction-based model generating a dynamic risk score for you. This risk score may be determined based on several factors including, but not limited to, account term and transaction history, and location of activity, as applicable. To modify these limits, you may be asked to deliver additional documentation as part of an enhanced due diligence process, which may include providing further identification materials, source of funds documentation, or other requests as necessary to determine proper limits.

**7. Personal Identification Number ("PIN").** When you or a Team Member activates a Card(s), you or the Team Member can create a PIN to use with the Card(s). Only one PIN can be created for each Card. You will need a

PIN to obtain cash at an ATM or to make a PIN purchase or obtain cash back at a point-of-sale (“POS”) terminal. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should immediately notify us, following the procedures in the Section below entitled “Your Liability for Unauthorized Transfers.”

**8. Adding Funds to Your Card Account.** The Account Owner may add funds to the Card Account (called “load,” “value loading” or “loading”) at any time. You cannot load your Card Account by check, cash, or money order. The maximum permitted load amount may be limited. Some loading methods may have additional limits on the minimum amount you may load to the Card Account. Absent special approval based on the enhanced due diligence process described in the Section entitled “Limitations on Frequency and Dollar Amounts of Transactions,” the maximum aggregate value of funds in your Card Account(s) may be limited. Account Owners may load funds to your Card Account through ACH credits by using your external bank’s routing number and your assigned account number or providing those numbers to a third party payor who can send funds through bank transfer (as described in the Section above entitled “Card Account Use and Purpose”). ACH credits will be available on the settlement date specified in the deposit, unless we require additional time to review the item to determine if it can be legally processed. Incoming wires can be sent to your Card Account. Incoming Wires will be available for withdrawal no later than the Business Day after the Business Day on which Lead Bank received the electronic payment. Wires received after the cutoff time (4:00 PM Central Time) will be considered to be received on the next Business Day. Notwithstanding the above, wire availability times may be subject to additional review at our discretion. We will post the funds based on the account number attached to the wire, not the name. It’s important to remember that a wire is final and nonrefundable, although we may reject a wire payment for any reason, including wires received in foreign currency. You may also receive P2P transfers from other Revolut users (including other Revolut Personal or Business accounts). P2P transfers are generally available within a few minutes subject to additional reviews at our discretion. If you owe money to us, incoming fund transfers may be used to pay these debts. The recipient’s name on any loads to the Card Account must match the name of the Account Owner. Any loads received in a name other than the Account Owner’s name may be returned to the originator.

**9. Using Your Card to Get Cash.** With a PIN, you may use your Card to (a) obtain cash or check your balance at any ATM that bears the Mastercard®, Visa® or Accel® brand, or (b) obtain cash at merchants or banks that have agreed to provide cash back at POS terminals bearing the Mastercard®, Visa® or Accel® brand. All ATM transactions are treated as cash withdrawal transactions. The maximum amount of cash you may withdraw at an ATM on a daily basis may be limited as described in the Section above titled “Limitations on Frequency and Dollar Amounts of Transactions.” We may limit the amount of any individual ATM withdrawal, and merchants, banks and ATM operators may impose additional withdrawal limits. You will be charged a fee by us for each cash withdrawal, in the amount disclosed in the Fee Schedule. In addition, when you use an ATM, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

**10. Split Transactions.** If you do not have enough value loaded in your Card Account you can instruct the merchant to charge a part of the purchase with the Card and pay the remaining amount with cash or another card. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. If you fail to inform the merchant that you would like to complete a split transaction before swiping your Card, your Card is likely to be declined.

**11. Transactions Using Your Card Number.** If you initiate a transaction without presenting your Card (such as for a mail order, internet or telephone purchase), the legal effect will be the same as if you used the Card itself.

**12. Your Obligation for Negative Balance Transactions.** You acknowledge that Card Account balances and available funds reported on the Dashboard are only approximations of real time balances and available funds rather than the settled balances or funds in your Card Account. A reported balance may not take into account pending debits and credits or recurring payments that you have scheduled. We will provide you with information on pending debits and credits as soon as we have that information. Each time you initiate a Card transaction, cash withdrawal, ACH debit transaction or outgoing wire transaction, you authorize us to reduce the funds available in your Card Account by the amount of the transaction and all associated fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions (creating a “negative balance”).

Nevertheless, if for any reason (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers) you have a negative balance in your Card Account, you agree to immediately load the required amount to correct the negative balance, which will be due without the need for notifying you, and you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. We reserve the right to bill you for any negative balance or to recoup such negative balance from the Card Account. You agree to pay us promptly for the negative balance and any related fees. We also reserve the right to cancel a Card if you create one or more negative balances with a Card. Additionally, if any transactions cause the balance in your Card Account to become negative: (a) we may exercise our right to collect the negative balance from you in accordance with the Section entitled Right to Collect Funds of this Agreement; (b) we may initiate a chargeback procedure in accordance with law or applicable Visa and Mastercard rules for any specific transaction which led to your Card Account having a negative balance to the extent permitted by the applicable network rules, or (c) we and/or Revolut may take debt collection measures, including, but not limited to, mandating a debt collection agency or attorneys to pursue the claim in court.

**13. Right to Collect Funds.** If, at any time, an event occurs that entitles us to be compensated by you (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers, or a negative balance transaction as described above), we shall be entitled to recover any amount due to us by retaining part or all of any funds that you have lodged with us under any transaction associated with your Card Account. For example, if one of the currency balances in your Card Account shows that you owe us an amount of funds for any reason (a debt), or your Card Account has a negative balance (a deficiency), we may collect from you the amount of any such debt or deficiency, by using any funds in your Card Account, regardless of the currency denomination, or by deducting those amounts of that debt or deficiency, from money you receive into your Card Account.

If the funds subject to collection as described above are held in a currency that is different from the funds causing the debt or deficiency, we will have converted the other funds you hold with us to the currency of the amount you owe us by applying our exchange rates at the time of conversion in accordance with this Agreement. We do not need to notify you of this conversion occurring.

**14. Business Days.** Our Business Days are Monday through Friday, 9:00 AM to 5:00 PM ET excluding federal banking holidays.

**15. Authorization Holds.** You do not have the right to stop payment on any purchase transaction originated by use of your Card, other than a Recurring Transaction as described in the Section below entitled “Recurring Transactions.” When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and the merchant may estimate its final value. When you use your Card to obtain cash at an ATM, we will authorize the transaction in advance (including all applicable fees). When we authorize a purchase transaction, we commit to make the requested funds available when the transaction finally settles and we will place a temporary hold on your Card’s funds for the amount indicated by the merchant. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. Car rentals, hotels and other service-oriented merchants may choose to factor in additional amounts upon check-in, and it may take up to sixty (60) days after your stay or your rental to have any excess amounts held by the hotel or rental company added back to your available balance. Similarly, some gas stations may factor in additional amounts to cover potential filling of the tank; if you want to avoid such a hold, you may want to pay inside the gas station, instead of paying at the pump. Until the transaction finally settles, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card for the correct amount of the final transaction, and we will release any excess amount when the transaction finally settles.

When you use your Card at certain restaurants and service-oriented merchants, there may be an additional twenty percent (20%) (or more) added to the authorization to cover any tip you may leave on the purchase. If this occurs, and your total bill, after adding in the additional twenty percent (20%) (or more), exceeds the amount available on your Card, your transactions may be declined. Accordingly, you should ensure that your Card has an available balance that is at least twenty percent (20%) (or more) greater than your total bill before using your Card.

**16. Recurring Transactions.** If you intend to use a Card for recurring transactions, you should monitor your balance and ensure you have funds available in your Card Account to cover the transactions. “Recurring transactions” are transactions that are authorized in advance by you to be charged to your Card at substantially regular intervals. Neither we nor Revolut are responsible if a recurring transaction is declined because you have not maintained a

sufficient balance in your Card Account to cover the recurring transaction. If you have told us in advance to make regular payments (i.e., recurring transactions) from your Card Account, you can stop the payment by using the Dashboard at least three (3) Business Days before the scheduled date of the transfer. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages. If you have authorized a merchant to make the recurring transaction, you also should contact the applicable merchant in order to stop the recurring transaction.

**17. Returns and Refunds.** If you are entitled to a refund for any reason for goods or services obtained with a Card, you agree to accept credits to your Card Account for such refunds. You are not entitled to a check refund. The amounts credited to your Card for refunds may be delayed for reasons that may be beyond our control.

**18. Rewards and Incentives.** From time to time, you may earn a cashback reward on Card purchases made with your Physical Card or Virtual Card through one or more promotions. Promotions terms and conditions apply and will be posted on Revolut's website.

**19. Card Cancellation and Suspension; Limits.** We reserve the right, in our sole discretion, to limit your use of the Card, including limiting or prohibiting specific types of transactions. We may refuse to issue a Card, revoke Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, you may do so by calling the number on the back of your Card (844) 744-3512. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. The cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Card privileges through no fault of yours, you will be entitled to a refund as provided below in the Section entitled "Amendment and Cancellation." Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under this Agreement without losing them.

**20. International Transactions.** Except when transacting in a particular currency with the relevant Global Account Details, if you initiate a transaction (a) in a currency other than US Dollars, or (b) to a country other than the United States, the amount deducted from your funds may be converted into an amount in US Dollars at interbank rates (as described in Schedule A) when you do not have enough balance in the relevant non-US Dollar currency, and the conversion may be subject to additional fees (see Schedule of Fees and Charges (Schedule A)). In addition to the conversion rate, we may impose fees for international transfers as disclosed in Schedule A.

You may also choose to use the "Pay All International Transfer Fees" feature if available in the Dashboard, which allows you to pay a flat upfront fee, the recipient's bank receives the full amount of the transfer, as fully described in Schedule A. Please note that fees from the recipient bank may apply and this could affect the final amount made available to the recipient. We cannot control any fees charged by recipient banks.

**21. Receipts.** You should get or request a receipt at the time you make a transaction or obtain cash using a Card. You agree to retain your receipts to verify your transactions. You can get a receipt at the time you make any transfer from your Card Account on the Dashboard.

**22. Obtaining Balance and Transaction Information for Your Card.** You should keep track of the amount of funds available in your Card Account. You may obtain information about the amount of funds you have remaining in your Card Account on the Dashboard, by looking on the Dashboard, by emailing Revolut at [support@revolut.com](mailto:support@revolut.com). We will send you a monthly email letting you know that your monthly electronic statement is available to view and print on the Dashboard. Review it carefully and notify us of any errors as described in the Section below entitled "In Case of Errors or Questions about your Card Account." You may request a written history of your transactions at any time by contacting us using the Dashboard. The Program Manager may assess a fee of up to \$8 for each paper statement provided to you based on your request.

**23. Confidentiality.** We and/or Revolut may disclose information to third parties about your Card or the transactions you make using your Card: (a) where it is necessary for completing transactions; (b) in order to verify the existence and condition of your Card for a third party, such as a merchant; (c) in order to comply with government



agency, court order, or other legal reporting requirements; (d) if you give us your written permission; and (e) to our and Revolut's employees, auditors, affiliates, service providers, or attorneys as needed.

**24. Our Liability for Failure to Complete Transactions.** In the performance of the services required by this Agreement, we shall be entitled to rely solely on the information provided by you, your authorized users, or any of your Team Members. Except as otherwise specifically provided by law, we and Revolut shall be responsible only for performing the services expressly set forth in this Agreement, and we and Revolut shall only be liable to you in the event of loss due to our gross negligence or willful misconduct. In no event will we or Revolut be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. Without limiting the foregoing in this Section, we and Revolut shall not be liable for, and we shall be excused from failing to act, or from any delay in acting, if such failure or delay is caused by: (a) if, through no fault of ours or of Revolut, you do not have enough funds available in your Card Account to complete the transaction; (b) if a merchant refuses to accept your Card or provide cash back; (c) if an ATM where you are making a cash withdrawal does not have enough cash; (d) if an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; (e) if access to your Card has been blocked after you reported your Card or Access Code(s) ("Access Code" includes your user ID(s), password(s), PIN(s), and any other access code or credential related to your Card Account) lost or stolen; (f) if there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (g) if we or Revolut have reason to believe the requested transaction is unauthorized; (h) if circumstances beyond our or Revolut's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we or Revolut have taken; (i) if, in our sole discretion, processing a transaction would violate any law or cause us to engage in an unsafe or unsound practice; or (j) for any other exception stated in our Agreement with you.

**25. In Case of Errors or Questions about your Card Account.** If you think an error has occurred in your Card Account, contact us by calling (844) 744-3512 or by using the Dashboard or by email to [support@revolut.com](mailto:support@revolut.com) as soon as you can. If you need more information about our error-resolution procedures, contact us.

**26. Lost or Stolen Cards/Unauthorized Transfers.** If you believe a Card, Card Account Number, Access Code(s), or PIN has been lost or stolen or your Dashboard has been compromised, contact us using the Dashboard, by sending an email to [support@revolut.com](mailto:support@revolut.com), or by calling the number on the back of your Card (844) 744-3512. Team Members can freeze their Cards directly through the Dashboard or by sending an email to [support@revolut.com](mailto:support@revolut.com). You should also contact us using the Dashboard or the contact options indicated above if you believe an electronic transfer has been made using the information from your Card, Card Account Number, Access Code(s), or PIN without your permission.

**27. Your Liability for Unauthorized Transfers.** You agree to exercise reasonable control over the information related to your Card Account, including Card(s), Card Account Numbers, Access Code(s) and PIN(s), and any other access code or device (including the mobile device on which the Dashboard is installed) related to your Card Account and the Card(s). If you believe a Card, Card Account Number or PIN has been lost or stolen, tell us AT ONCE using the Dashboard, by email to [support@revolut.com](mailto:support@revolut.com) or by calling the number on the back of your Card: (844) 744-3512, and Team Members should freeze their Cards directly through the Dashboard or by email to [support@revolut.com](mailto:support@revolut.com). Also, if your monthly statement or transaction history shows transfers that you did not make, including those made with a Card, Card Number, or your Card Account Number, or if you believe an electronic transfer has been made without your permission, tell us at once using the Dashboard or by email to [support@revolut.com](mailto:support@revolut.com) or by calling the number on the back of your Card: (844) 744-3512. Our mailing address is 107 Greenwich Street, Floor 20, New York, NY 10006. The best way to keep your losses down is by contacting us at once. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of the Card Account or any Card. This means liability for the unauthorized use of the Card Account or any Card could be greater than the liability in a consumer transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose Card Account as described in the Agreement. As an account intended primarily for business purposes, electronic transfers made to or from the Card Account are not subject to the Electronic Fund Transfer Act and Regulation E. In the case of a discrepancy or questions about electronic transaction(s), contact us through the Dashboard as soon as possible.

*The following provisions of this Section apply to all Card Accounts:* You agree to cooperate completely with us in attempts to recover funds from unauthorized users and to assist in their prosecution. We may issue replacement



Card(s), Card Account Number(s), or Access Code(s) or PIN(s), but only after you have provided proof of your identity as we may require. In addition, you acknowledge that we may have to deactivate Card(s) and/or your Card Account to prevent future losses. If you share Card(s), Card Account Number(s), Access Code(s) or PIN(s) with another person, use of your Card Account by that person may be considered as authorized. If you authorize another person to use a Card, Access Code, you agree that you will be liable for all transactions arising from use of the Card, Card Account Number, Access Code(s) or PIN(s) by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction and you do not benefit from the transaction in any way. The Card is a business card; as a result card network zero liability policies do not apply, and your liability for unauthorized Card transactions shall be as set out in this Agreement.

**28. Other Terms/Applicable Law.** You may not assign your Card Account or your obligations under this Agreement. We may transfer our rights under this Agreement. Use of the Card Account or Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. Neither we nor Revolut waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, whether local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement shall be governed by the laws of the State of Missouri except to the extent preempted or governed by federal law.

**29. Amendment and Cancellation.** We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law before the effective date of the change. However, if the change is made for security purposes, we may implement such change without prior notice. We may cancel or suspend your Card Account, a Card or this Agreement at any time. You also may cancel this Agreement by contacting us through the Dashboard or by calling the number on the back of your Card (844) 744-3512. If you cancel all Cards, you may zero out your Card Account balance before closing your Card Account or request that we send you a transfer in the amount of your Card Account balance when you close your Card Account. If your Card Account is canceled by us when your Card Account has a balance, you may transfer your Card Account balance to your external bank account using a limited-functionality (transfer out only) in the Dashboard before we fully terminate your access. In all events, any transfer we send will be sent to the account and address we have for you in our records. Your termination of this Agreement will not affect any of our or Revolut's rights or your obligations arising under this Agreement before termination.

**30. Account Inactivity and Escheatment.** A Card Account that is inactive (either with no log-in activity or transactions) for a period of time may be considered dormant and is subject to escheatment. Each state has varying laws as to when an account is subject to escheatment, and we may be required to send the balance in your Card Account to the state of your last known address. You will then need to apply to the state for return of your funds. We will make all reasonable efforts to contact you before transferring the remaining balance of your Account to the applicable state.

**31. No Warranty Regarding Goods and Services.** Neither we nor Revolut are responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. All such disputes should be addressed to the merchants from whom the goods and services were purchased.

**32. Arbitration Provision.**

**THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION UNLESS OTHERWISE SPECIFICALLY STATED IN THIS SECTION.**

You may reject this arbitration provision by sending a written rejection notice to the Program Manager at: Revolut Technologies Inc., Attn: Arbitration Opt Out, 107 Greenwich Street, Floor 20, New York, NY 10006. Your rejection notice must be mailed within thirty (30) days of you applying to the Program. Your rejection notice must state that you reject the arbitration provision and include your name, address, email address associated with your account, phone number associated with your account, and personal signature. No one else may sign the rejection notice. Your rejection notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with Lead

Bank or Program Manager. Rejection of this arbitration provision won't affect your other rights or responsibilities under this Agreement, including use of the Card or Card Account.

#### A. Informal Mediation

Before formally pursuing a dispute in arbitration or small claims court, you agree to first send a detailed notice ("Notice") to Lead Bank, Attn: Legal Department, 1801 Main Street, Kansas City, MO 64108 in case of a dispute with Lead Bank, and to Revolut Technologies Inc., Attn: Legal Department, 107 Greenwich Street, 20<sup>th</sup> Floor, New York, NY 10006 in case of a dispute with the Program Manager. If Lead Bank (or Program Manager) has a dispute with you, Lead Bank, and Program Manager agree to first send a Notice to you at your most recent email address on file with us, or if no email address is on file, other contact information associated with your account. Your Notice must contain all of the following information: (1) your full name; (2) information that enables Lead Bank (or Program Manager) to identify your account, your address, mobile phone number, email address, and date of birth you used to register your account if any; and (3) a detailed description of your dispute, including the nature and factual basis of your claim(s) and the relief you are seeking with a corresponding calculation of your alleged damages (if any).

You must personally sign this Notice for it to be effective. Lead Bank's or Program Manager's Notice must likewise set forth a detailed description of its dispute, which shall include the nature and factual basis of its claim(s) and the relief it is seeking, with a corresponding calculation of our damages (if any). You and Lead Bank (or the Program Manager) agree to then negotiate in good faith in an effort to resolve the dispute. As part of these good faith negotiations, if Lead Bank (or Program Manager) requests a telephone conference with you to discuss your dispute, you agree to personally participate, with your attorney if you are represented by counsel. Likewise, if you request a telephone conference to discuss Lead Bank's or Program Manager's dispute with you, then Lead Bank (or Program Manager) agrees to have one representative participate. This informal process should lead to a resolution of the dispute. However, if the dispute is not resolved within 60 days after receipt of a fully completed Notice and the Parties have not otherwise mutually agreed to an extension of this informal dispute resolution time period, you, Lead Bank, or Program Manager may initiate an arbitration (subject to a Party's right to elect small claims court as provided below).

Completion of this informal dispute resolution is a condition precedent to filing any demand for arbitration or small claims court action. Failure to do so is a breach of this Agreement. The statute of limitations and any filing fee deadlines will be tolled while you, Lead Bank, or Program Manager engage in this informal dispute resolution process. Unless prohibited by applicable law, the arbitration provider shall not accept or administer any demand for arbitration and shall administratively close any arbitration unless the Party bringing such demand for arbitration can certify in writing that the terms and conditions of this informal dispute resolution process were fully satisfied. A court of competent jurisdiction shall have authority to enforce this provision and to enjoin any arbitration proceeding or small claims court action.

#### B. Scope of Arbitration

All disputes, claims, or controversies between you and Lead Bank, or between you and the Program Manager arising out of or related to this Agreement or any aspect of the relationship between you and Lead Bank (or the Program Manager), whether based in contract, tort, statute, fraud, misrepresentation, consumer rights, constitution, regulation, ordinance or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury. Claims subject to arbitration include initial claims, counterclaims, cross-claims, and third-party claims. Such claims also include data breach or privacy claims arising from or relating directly or indirectly to our collection or disclosure (or collection or disclosure by a third party acting on our behalf) of any non-public personal information about you, and disputes arising from communications involving telephones, automatic dialing systems, artificial or prerecorded voice messages, text messages or facsimile machines. Claims subject to arbitration also include disputes arising from facts, actions or omissions that occurred prior to the date of this Agreement. You agree that Lead Bank, Program Manager and you are each waiving the right to trial by a jury.

The only exceptions to mandatory arbitration are the following: (1) invocation of small claims under the procedures set forth under this Arbitration provision; or (2) any claim for injunctive or equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of either party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

Solely for purposes of this Arbitration provision, the terms "we," "us," and "our" include (a) Lead Bank, Program Manager, their parents, subsidiaries, affiliates, agents, employers, successors, and assigns and all of their employees,

officers, directors and controlling persons, and (b) any other person or company who provides any goods or services in connection with the Agreement if you assert a claim against such other person or company in connection with a claim you assert against us.

#### C. Arbitration Rules

The arbitration will be administered by National Arbitration and Mediation (“NAM”). NAM shall not accept or administer any demand for arbitration and shall administratively close any arbitration unless the Party bringing such demand for arbitration can certify in writing that the terms and conditions of the informal mediation process provided above is fully satisfied. Any arbitration between the Parties shall be administered by NAM in accordance with NAM’s operative Comprehensive Dispute Resolution Rules and Procedures (the “NAM Rules”) in effect at the time any demand for arbitration is filed with NAM, as modified by this Agreement. For a copy of the NAM Rules, please visit <https://www.namadr.com/resources/rules-fees-forms> or contact NAM at NAM’s National Processing Center at 990 Stewart Avenue, 1st Floor, Garden City, NY 11530 and email address [commercial@namadr.com](mailto:commercial@namadr.com), or call NAM at (800) 358-2550. If NAM is unable or unwilling to perform its duties under this Arbitration provision, the parties shall mutually agree on an alternative administrator that will replace NAM and assume NAM’s role consistent with this Arbitration provision. If the parties are unable to agree, they will petition a court of competent jurisdiction to appoint an administrator that will assume NAM’s duties under this Arbitration provision. Payment of all filing, administration and arbitrator fees will be governed by the NAM Rules or rules of the other organization.

Notwithstanding any choice of law or other provision in this Agreement, the parties agree and acknowledge that this Arbitration provision evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and NAM Rules preempt all state laws to the fullest extent permitted by law. If the FAA and NAM Rules are found to not apply to any issue that arises under this Arbitration provision or the enforcement thereof, then that issue shall be resolved under the laws of the State of Missouri.

#### D. Arbitration Procedure

A party who desires to initiate arbitration must provide the other party with a written demand for arbitration as specified in the NAM Rules. You and Lead Bank (or the Program Manager) agree that each individual claim for arbitration must set out the identity of the plaintiff and the plaintiff’s counsel, a detailed description of the legal claims being asserted and the requested relief, including a good-faith calculation of the specific amount in dispute.

The arbitrator, and not any federal, state, or local court or agency, has exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration section, including any claim that all or any part of this Arbitration section is void or voidable. The arbitrator is responsible for determining all threshold arbitrability issues, including issues relating to whether this Agreement is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by Lead Bank (or the Program Manager) that an in-person hearing is required. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the NAM or by the arbitrator.

The arbitrator’s decision will follow the terms of this Agreement and will be final and binding, subject to any appeal rights under the FAA. The arbitrator must apply substantive governing law consistent with the FAA and applicable statutes of limitation and privileges. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against Lead Bank (or the Program Manager) for you.

An arbitrator's decision shall be final and binding on all parties. An arbitrator's decision and judgment thereon shall have no precedential or collateral estoppel effect. Unless otherwise determined by the arbitrator or required by applicable law, each party will be responsible for their own attorney, expert and witness fees. However, if the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

E. Mass Filing

If, at any time, 25 or more similar demands for arbitration are asserted against Lead Bank, Program Manager or related parties by the same or coordinated counsel or entities ("Mass Filing"), consistent with the definition and criteria of Mass Filings set forth in the NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM's Mass Filing Rules," available at <https://www.namadr.com/resources/rules-fees-forms/>), the additional protocols set forth below shall apply.

- a. If you or your counsel file a demand for arbitration (a "Demand") that fits within the definition of Mass Filing referred to above, then you agree that your Demand for arbitration shall be subject to the additional protocols set forth in this Mass Filing subsection. You also acknowledge that the adjudication of your dispute might be delayed and that any applicable statute of limitations shall be tolled from the time at which you initiate informal dispute resolution until your Demand is decided, withdrawn, or settled.
- b. NAM's Mass Filing Rules shall apply if your Demand is deemed by NAM, in its sole discretion pursuant to its Rules and this dispute resolution section, to be part of a Mass Filing. Such election for NAM's Mass Filing Rules and related fee schedule must be made by either you, Lead Bank, or Program Manager in writing and submitted to NAM and all Parties.
- c. **Bellwether Proceedings.** Bellwether proceedings are encouraged by courts and arbitration administrators when there are multiple disputes involving similar claims against the same or related parties. Counsel for the Mass Filings claimants (including you) and counsel for Lead Bank (or Program Manager) shall each select 15 Demands (30 total), and no more than 30 arbitrations shall be filed, processed, adjudicated, or pending at the same time, with each of the 30 individual arbitrations presided over by a different arbitrator, in a first set of bellwether proceedings. During this time, no other Demands that are part of the Mass Filings may be filed, processed, adjudicated, or pending. If the Parties are unable to resolve the remaining Demands after the first set of bellwether proceedings are arbitrated or otherwise resolved, then counsel for the Claimants and counsel for Lead Bank (or Program Manager) shall each select an additional 15 Demands (30 total) to be filed, processed, and adjudicated as individual arbitrations, with each of the 30 arbitrations presided over by a different arbitrator, in a second set of bellwether proceedings. During this time, no other Demands for arbitration that are part of the Mass Filings may be filed, processed, or adjudicated. This staged process of bellwether proceedings, with each set including 30 Demands adjudicated on an individual basis, shall continue until each Demand included in the Mass Filings (including your Demand) is adjudicated or otherwise resolved. Fees associated with a Demand included in the Mass Filings, including fees owed by Lead Bank or Program Manager and the claimants (including you), shall only be due after your Demand is chosen as part of a set of bellwether proceedings and therefore properly designated for filing, processing, and adjudication. Any applicable statute of limitations shall be tolled beginning when you initiate the informal dispute resolution process set forth above in this Arbitration provision, and if the first Mass Filings' Demands are chosen for the initial set of bellwether proceedings have been filed, your claims will remain tolled until your Demand is decided, withdrawn, or settled. A court of competent jurisdiction located in Kansas City, Missouri, U.S.A. shall have the power to enforce this subsection.
- d. The bellwether proceedings set forth in subpart "c" above are preferred by the parties. However, if said proceedings are determined to not be feasible under the circumstances, the parties agree to cooperate with each other and the arbitration provider or arbitrator to establish alternative processes or procedures that the

arbitration provider or arbitrator believe will provide for an efficient, cost-effective resolution of claims. Any disagreement between the parties as to whether subpart “c” should apply shall be resolved by a procedural arbitrator appointed by NAM.

You, Lead Bank, and Program Manager agree that we each value the integrity and efficiency of the arbitration and small claims court process and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You, Lead Bank, and Program Manager acknowledge and agree to act in good faith to ensure the fair resolution of genuine and sincere disputes. The Parties further agree that application of these Mass Filings procedures have been reasonably designed to result in an efficient and fair adjudication of such cases.

**F. Class and Consolidated Action Waiver**

You agree that any arbitration under this Agreement will take place on an individual basis, and not as a class, collective, private attorney general, or representative action or proceeding and such class, collective, private attorney general, or representative arbitrations are not permitted, and (unless all parties otherwise agree in writing) you are agreeing to give up the ability to participate in or join claims of multiple individuals against Lead Bank (or the Program Manager) in a single proceeding (the “Class Action Waiver”).

If a claim does not proceed in arbitration for any reason, the Class Action Waiver will remain in effect, and you shall not join or file any action or proceeding in court on a class, representative or joint basis against Lead Bank (or the Program Manager).

**G. Small Claims Exception**

Notwithstanding the foregoing, either you, Lead Bank, or Program Manager may elect to have an individual claim heard in small claims court. If the request to proceed in small claims court is made after an arbitration has been initiated but before an arbitrator has been appointed, such arbitration shall be administratively closed. Any controversy over the small claims court’s jurisdiction shall be determined solely by the small claims court.

All other issues (except as otherwise provided herein) are exclusively for the arbitrator to decide, as well as any request to proceed in small claims court that is made after an arbitrator has been appointed. If you, Lead Bank, or Program Manager challenges the small claims court election in your dispute, and the small claims court determines that it does not have jurisdiction, then the claim shall be heard in arbitration. However, such court determination shall not be considered or deemed binding with respect to Program Manager’s other contracting parties.

**H. Venue and Forum Selection**

Except where prohibited by law and except for claims that are heard in a small claims court as set forth in this Arbitration provision, any claims arising out of or relating to this Agreement, our services, or to your relationship with Lead Bank or Program Manager that for whatever reason are not required to be arbitrated or filed in small claims court, will be litigated exclusively in the federal or state courts located in Kansas City, Missouri, U.S.A. You, Lead Bank and Program Manager consent to the exercise of personal jurisdiction of courts in the State of Missouri and waive any claim that such courts constitute an inconvenient forum.

**I. Severability; Survival; Conflicts**

If any part of this Arbitration provision is found by a court or arbitrator to be unenforceable, the remainder is enforceable, except that: (A) if the Class Action Waiver is limited, voided or found unenforceable in a proceeding between you and us, and that determination becomes final after all appeals have been exhausted, then this Arbitration provision (except for this sentence) shall be null and void with respect to such proceeding; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim, and that determination becomes final after all appeals have been exhausted, the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. This Arbitration provision will survive the termination of the Agreement, regardless of reason for termination, the sale or assignment of your obligation by us to a third party, the repayment of some or all amounts owed under the Agreement and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration provision, on the

one hand, and the applicable arbitration rules or the other provisions of the Agreement, on the other hand, this Arbitration provision shall govern.

**33. Domestic Transfers and International Remittances.** You may make domestic transfers and international remittances with your Card Account.

We may charge for transfers as enclosed in the Schedule of Fees and Charges (Schedule A). Some limitations on transfers may apply as described in the Section above entitled “Limitations on Frequency and Dollar Amounts of Transactions” of this Agreement. You agree to only use transfer features with people or merchants that you know. Further, while you may transfer funds to merchants for goods or services, YOU UNDERSTAND AND AGREE THAT YOU WILL NOT TRANSACT WITH PEOPLE OR MERCHANTS YOU DO NOT KNOW AND THAT WE OFFER NO PROTECTION FOR AUTHORIZED PAYMENTS FOR GOODS AND SERVICES. Your use of these transfers for the purchase of goods or services is potentially high risk, we do not evaluate all providers of goods and services, and we do not protect you if the goods or services are non-conforming, damaged, or not what you paid for or expected. For example, if you transfer money through the Program to purchase a service from a third party, but you do not receive the service or the service is not as described or not what you expected, you will have no recourse against us and we will not offer you any protection, whether through reimbursements, fund reversal, or any other action.

Remittances originate with the Card Account and are transferred to external third parties. Certain destinations may impose taxes, fees, and or tariffs upon the receiver's receipt of, or access to, the transfer.

You have a right to dispute errors in your transaction. For errors or questions on your domestic transfers, please refer to the Section above titled “In Case of Errors or Questions about your Card Account” of this Agreement. If you think there is an error related to a remittance, contact Revolut within one-hundred and eighty (180) days via the Dashboard. You can also contact us for a written explanation of your rights.

**34. Currency Exchanges.** You may exchange funds maintained in your Card Account into another currency. You may only purchase and store in your Card Account the currencies that are provided in the Dashboard. The default currency is US Dollars. If there is any change to the currencies that we make available to you, for any reason, these will be reflected in the Dashboard and any funds that you hold in a currency no longer offered will be automatically converted to US Dollars. Prior to sending your request to enter into a foreign currency conversion, you will be notified through the Dashboard of: (a) the amount of originating currency you will use to purchase the foreign currency; (b) the amount and currency you will purchase as a result of the transaction; (c) the relevant foreign exchange rate, and (d) fees charged, if any. In order to submit the request to enter into the foreign currency conversion, you must confirm the details which have been entered by pressing the exchange button on the Dashboard. You are responsible for any initiated transactions and any transactions entered into are not reversible. For the avoidance of doubt, neither we nor our service providers guarantee one hundred percent (100%) uptime of this function. The amount of currency that can be exchanged on your behalf at interbank rates is limited based on the dynamic risk scoring described in the Section above titled “Limitations on Frequency and Dollar Amounts of Transactions.” Please refer to the Schedule of Fees and Charges (Schedule A) for more information on interbank rates. It is your responsibility to stay informed of any changes to the limits and fees applied to any exchanges at interbank rates in this Agreement. You must not use this feature for speculative or investment purposes. We will notify you as soon as feasible if any listed currencies are removed from the Program.

**35. Subscription Services.** We offer a Basic Card Account plan with no monthly or annual fee. You may also subscribe to different membership plans for additional benefits in exchange for a monthly or annual subscription fee. Each plan is subject to the [Revolut Business Terms](#) and to different pricing as described in the Schedule of Fees and Charges (Schedule A) and may include the use of different Cards. By subscribing to an Account plan with a monthly or annual fee, you expressly agree that the subscription period of the relevant membership plan will commence from the moment that your subscription is confirmed. Any subscription fees are non-refundable except as described in this Agreement. For the avoidance of doubt, the order and the express shipment of a Card will be considered an Card Account membership benefit.

If you subscribe to a Card Account plan with a monthly or annual fee, your Card Account will be debited for the monthly or annual membership fee corresponding to your plan as set forth in the Schedule of Fee and Charges (Schedule A) at the time your subscription is confirmed and each subsequent month unless you terminate the

subscription before it renews in order to avoid billing of the next month's monthly membership fee to your Card Account.

We may offer you a monthly Card Account plan trial, with the applicable monthly fee waived during the trial period. Trial eligibility is determined by us at our sole discretion and we may limit eligibility or duration to prevent trial abuse. To the extent permitted by law, we reserve the right to revoke the trial and put your membership on hold in the event that we determine that you are not eligible. We will charge your Card Account for your monthly or annual membership fee, as set forth in the Schedule of Fees and Charges (Schedule A), at the end of the trial period and your membership will automatically renew monthly or annually, as applicable, unless you cancel your membership prior to the end of the trial period. If your preferred payment method becomes invalid during your subscription period, or if the debit for your monthly membership fee is refused for any reason, you authorize us to use any other payment method that is associated with your Card Account, in accordance with the Section above entitled "Your Obligation for Negative Balance Transactions." If your other payment methods are declined or we are unable to exercise our right to collect funds owed to us for debt or deficiency in accordance with Section above entitled "Right to Collect Funds."

**36. Notice of Receipt of ACH Items and Wires; Provisional Payment.** We may accept on your behalf payments to your Card Account which have been transmitted through wire transfers or one or more ACH transactions, and which are not subject to the Electronic Fund Transfer Act. Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your Card Account, we are not required to give you next day notice of the transaction, and we will not normally do so. This also applies to wire transfers and P2P transfers with other Revolut users. We will, however, continue to notify you of the receipt of these transactions in the monthly statement and the electronic transaction history we provide you.

Credit given by us to you is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified, and you agree that we are entitled to a refund of the amount credited to you in connection with such entry. In the event that we do not receive final settlement, you agree that we may reverse the entry on our records and adjust your Card Account accordingly. The party making payment to you via such an entry (that is, the originator of the entry) shall then be deemed to have not paid you the amount of such entry.

Wires sent through Federal Reserve Banks must comply with Regulation J. We will rely on the account number as the proper identification of the beneficiary, and will not determine whether the name and account number refer to the same person. A wire payment is final and nonrefundable. We may reject a wire payment for any reason and will provide a notice of rejection to the sender. Any wires received in foreign currency will be rejected, unless it was received through the corresponding Global Account Details in the corresponding currency.

**37. Delivery of Electronic Communications and Use of Electronic Signatures.**

**The following electronic communication disclosure ("Disclosure") applies to any and all communications, notices, agreements, billing statements, or disclosures that we are legally required to provide to you in writing ("Communications") in connection with your Card Account and any related products and services. You hereby confirm your ability and agree to receive Communications electronically from us and/or Revolut, rather than in paper form, and to the use of electronic signatures in our relationship with you. If you choose not to consent or you withdraw your consent, your application for a Revolut card and any related products and services will be declined, restricted or terminated.**

**38. How to Update Your Records.** It is your responsibility to provide us with your true, accurate and complete email address (if you have elected to receive email messages from us), your residential or operational address, your contact information, and other information related to this Disclosure and your Card Account, and to maintain and update promptly any changes in this information. You can update information by using the Dashboard.



## **Digital Wallet Terms of Use**

These Terms of Use (“Terms”) govern your use of your eligible Revolut Business Prepaid Visa and Revolut Business Prepaid Mastercard (“Card”) issued by Lead Bank when you add, attempt to add, or use your Card in a digital wallet provided by a third party (such as Apple Pay and Google Pay), or a merchant-branded website or digital wallet where your Card information is stored for future use (each, a “Digital Wallet”).

“We,” “our” and “us” refers to Lead Bank. “Revolut” refers to Lead Bank’s program partner responsible for managing the Card and providing customer service to you (directly or through its service providers) on Lead Bank’s behalf. “You,” “your” or “yourself” refers to the person to whom we issued the Card, or any person who we, in our sole discretion, approve to accept or use your Card.

**1) Adding Your Card to a Digital Wallet:** To add your Card to a Digital Wallet, you must link your Card with that Digital Wallet by following the instructions of the provider of the Digital Wallet or another third party supporting the Digital Wallet (collectively, the “Digital Wallet Provider”). You may be required to take additional steps to authenticate yourself or the Card before your Card is added to the Digital Wallet. We may not add a Card to your Digital Wallet if we cannot authenticate the Card or if we otherwise suspect that there may be fraud associated with the Card.

You may only use a Digital Wallet with a compatible device, as determined by the Digital Wallet Provider (“Compatible Device”).

**If you request to add your Card to a Digital Wallet, you authorize us to collect, transmit, store, use and share information with third parties (including, but not limited to, the Digital Wallet Provider and applicable payment card networks) about you, your Card, your Compatible Device, and your use of the Card to the extent necessary to effectuate the addition of your Card, and the use of your Card, in the applicable Digital Wallet(s) to which you have requested to add your Card.**

We reserve the right to add or remove the Digital Wallets in which you may add or use your Card in our sole discretion.

**2) Using Your Card in a Digital Wallet:** Once you add a Card to a Digital Wallet on a Compatible Device, you may use the Compatible Device to make payments utilizing the Card at any merchant that accepts the Digital Wallet and Card, subject to your agreement with the Digital Wallet Provider. By selecting an added Card in the Digital Wallet and using a merchant’s contactless-enabled point-of-sale terminal or reader or by using a Card for an in-app or a website purchase, you are authorizing the payment for the applicable merchant’s products or services with that Card in the Digital Wallet. The Digital Wallet may display transaction history, but it does not reflect any post-authorization activities and may not match the actual transaction details that are posted to your Account.

A Digital Wallet may not be accepted at all merchants where your Card is otherwise accepted, and your Card may not be eligible for all the features and functionalities offered by the Digital Wallet.

Any virtual Card we may issue you that is linked with the Digital Wallet may be, in our sole discretion, automatically updated or upgraded without notice to you.

We reserve the right to restrict the use of Cards within a Digital Wallet at any time and for any reason. We may terminate your access to, or use of your Card, with a Digital Wallet at any time and for any reason, including if you violate any of the terms or conditions of these Terms. Some examples of instances where we may take action to restrict or terminate use of your Card in a Digital Wallet include: if we suspect fraud with your Card, you have breached your

agreement with us governing the Card, if applicable law changes, or if we are directed to do so by the Digital Wallet Provider or the relevant payment card network.

You may remove your Card from a Digital Wallet by following the Digital Wallet Provider's procedures for removal.

**3) Digital Wallet Provider Agreements:** You understand and agree that your use of a Digital Wallet is subject to the terms and conditions set forth by the Digital Wallet Provider with respect to the use of that Digital Wallet. You acknowledge that we are not party to any agreement or the terms and conditions for a Digital Wallet between you and a Digital Wallet Provider, and we do not own and are not responsible for a Digital Wallet.

Your agreement with any Digital Wallet Provider does not impact any agreement governing your Card we have with you. Any use of your Card in or through the Digital Wallet continues to be subject to all terms and conditions of any agreement governing your Card we have with you.

**4) Applicable Fees:** We do not charge you any additional fees for adding your Card to a Digital Wallet or for using your Card in the Digital Wallet. However, any fees and charges that would apply when you use your Card outside the Digital Wallet will also apply when you use a Digital Wallet to make purchases with your Card or otherwise access your Card.

The Digital Wallet Provider and other third parties (such as wireless companies or data service providers) may charge you fees, and you agree to be responsible for such fees.

**5) Limitation of Our Liability:** We are not the provider of the Digital Wallet, and we are not responsible for providing the Digital Wallet service to you or for ensuring that your Card is compatible with any Digital Wallet service. We are not affiliated with any Digital Wallet Provider, and we do not endorse any Digital Wallet Provider. We do not make any representation or warranty of any kind regarding the performance or operation of your Compatible Device or the Digital Wallet.

Some Digital Wallets may use your palm print, fingerprint, facial map or any other biometric data to recognize you, authenticate your identity, or authorize your transactions, and you understand we do not provide any such technology or services and have no obligation regarding the security of such technology or services. By using such technology or services with a Digital Wallet to conduct any transaction, you are authorizing a transaction on your Card. We are only responsible for supplying information to the Digital Wallet provider to allow usage of your Card in the Digital Wallet as you have requested.

In no event are we responsible for: (i) any failure of the Digital Wallet, any mobile device you use with the Digital Wallet, or the inability to use the Digital Wallet for any transaction or (ii) how the Digital Wallet Provider performs its services or any other third parties regarding any agreement you enter into with the Digital Wallet Provider or other third party. We do not control the privacy and security of any of your information that may be held by the Digital Wallet Provider. Any information held by the Digital Wallet Provider is governed by the Digital Wallet Provider's privacy policy.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY ARE WE LIABLE FOR ANY LOSSES, CLAIMS, EXPENSES OR DAMAGES RESULTING FROM YOUR USE OF A DIGITAL WALLET, YOUR USE OF THE CARD OR VIRTUAL CARD IN CONNECTION WITH A DIGITAL WALLET, OR A MOBILE DEVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF A CARD PROVISIONED TO THE DIGITAL WALLET OF YOUR CHOICE AND THE DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK.

6) **Security:** If you use a Digital Wallet, you should protect your Digital Wallet and your Compatible Device as you would your Card. If your Digital Wallet or Compatible Device is compromised, lost or stolen, you should also consider your Card lost or stolen and notify us immediately. If your physical plastic Card is lost or stolen and your Compatible Device is not lost or stolen, you may be required to add the replacement physical plastic Card to a Digital Wallet. If your Compatible Device is lost or stolen, you will need to add your Card to a Digital Wallet on a new Compatible Device.

7) **Compatible Device:** You are responsible for the Compatible Device, including its selection, and for all issues relating to the operation, performance and costs associated with such Compatible Device. You authorize your wireless operator and/or us to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date and device make and model, where provided in accordance with your mobile operator's or our privacy policy, to allow verification of your identity and for fraud prevention purposes.

8) **Changes to Terms:** We may modify these Terms at any time, and we will provide notice to you of any modification to these Terms to the extent required by applicable law. Your continued use of your Card through a Digital Wallet will indicate your acknowledgement of, and intent to be bound by, any modification made to these Terms.

9) **Applicable Law:** These Terms are governed by, and shall be construed in accordance with, federal law, and to the extent that state law applies, the laws of the State of Missouri. Disputes arising out of, or related to, these Terms shall be subject to any mandatory arbitration provisions set forth in the separate agreement between you and us governing your Card.

10) **Digital Wallet Provider Disclosures:**

**Apple Pay:** For additional information and terms regarding the use of Apple Pay, click [here](#). We do not control or endorse the provisioning or use of Apple Pay.

**Google Pay:** These Terms do not apply to transactions in Google products that are not initiated or effectuated through the Digital Wallet. Your use of Google Pay is also subject to the terms and conditions set forth in the Google Pay Terms of Service. We do not control or endorse the provisioning or use of Google Pay.

If you have any questions, disputes, or complaints about a Digital Wallet, contact the Digital Wallet Provider using the information given to you by the Digital Wallet Provider.

## **ACH Origination Agreement**

This ACH Origination Agreement (this “Agreement”) is entered into by and between Lead Bank (“ODFI”) and you (“Company”).

WHEREAS, Company wishes to initiate ACH Entries (as defined below) pursuant to the terms of this ACH Origination Agreement and the rules of the National Automated Clearing House Association (NACHA) (the “Rules”) and local, State and Federal regulations (“Applicable Law”).

WHEREAS, unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term “Entries” shall have the meaning provided in the Rules. NOW, THEREFORE, the parties agree as follows:

### **1. Transmittal, Processing, and Settlement of Entries.**

- a) Company authorizes ODFI’s program manager, Revolut Technologies Inc. (“Revolut”), to transmit a NACHA-formatted file (“Settlement File”) detailing the credit and debit Entries that Company wishes to submit to ODFI pursuant to the terms of this Agreement, the Rules, and Applicable Law.
- b) Any Entries initiated by Company may be subject to caps on the single-Entry amount, daily total amount, and monthly total amount submitted for processing, as communicated to Company. These limits may be changed from time to time, upon notice to Company, and any Entries in excess of such limits may be rejected.
- c) Revolut has the right to request from Company the original copy of authorization from the Receiver (such as copy of invoice) if the Receiving Depository Financial Institution (the “RDFI”) requests it. Company must provide the original, copy, or other accurate record in such time and manner as to enable ODFI to deliver the authorization to a requesting RDFI within ten (10) Business Days of the RDFI’s request.
- d) Credit given by the RDFI to the Receiver for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of Article 4A of the Uniform Commercial Code.
- e) If the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver’s account, and Company as the Originator will not be considered to have paid the amount of the credit Entry to the Receiver.
- f) Company shall retain the original or copy of each authorization for the period specified by the Rules, and will furnish a copy thereof upon request.

### **2. Cancellation and Rejection of Entries.**

- a) Unless an error or mistake was made to an Entry by or on behalf of ODFI, Company shall have no right to the cancellation or amendment of any Entry after its receipt by ODFI. However, ODFI shall use its best efforts to act on a request by Company for cancellation of an Entry in pending origination status prior to transmitting it to a Federal Reserve Bank, either directly or via a third-party Automated Clearing House processor or prior to debiting a Receiver’s account, provided such request complies with the security procedures provided to Company from time to time for cancellation, but shall have no liability if such cancellation is not affected, unless cancellation is necessary to correct an error or mistake made by or on behalf of ODFI.
- b) Company acknowledges that Revolut and ODFI will have the right at any time upon reasonable notice to review the volume and character of the Entries from Company and have the right to reject any Entries or to terminate, suspend, or close Company’s account upon notice for (i) non-compliance with the Rules, as amended from time to time (ii) known or suspected violations of Applicable Law, or (iii) failure to meet the requirements of this Agreement. Neither Revolut nor ODFI shall have any liability to Company by reason of the rejection of any such Entry, except to the extent such rejection results from negligence, willful misconduct, or acts or omissions other than in accordance with this Agreement.

### **3. Payment.**

a) Company shall pay ODFI the amount of each Entry transmitted by ODFI pursuant to this ACH Origination Agreement at such time on the date of transmittal by ODFI of such Entry as ODFI, in its discretion, may determine, and the amount of each On-Us Entry at such time on the Effective Entry of such Entry.

b) ODFI may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Company identified in accordance with the Settlement File, and shall credit the accounts for any amount received by ODFI by reason of the return of an Entry transmitted by ODFI for which ODFI has previously received payment from Company. Company shall at all times maintain a balance of available funds in its accounts sufficient to cover its payment obligations under this Agreement. Company acknowledges that to the extent that funds available in its accounts with ODFI are not sufficient to cover its obligations hereunder, it shall immediately provide available funds to cover such shortfall and is liable until paid in full.

#### **4. Account Reconciliation.**

Entries transmitted by ODFI or debited to a Receiver's account maintained with ODFI will be reflected on the periodic statements issued with respect to the account. Company agrees to notify ODFI in writing promptly after becoming aware of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify ODFI of any such discrepancy within thirty (30) days of becoming aware of any discrepancy in a periodic statement, Company agrees that ODFI shall not be liable for any losses resulting from Company's failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement.

#### **5. Audit.**

Company agrees that ODFI and its officers, employees, and agents have timely and appropriate access to audit the books, files, records, and operations of Company as are necessary to evaluate and monitor Company as an Originator for purposes of this Agreement. Notwithstanding any other provision of this Agreement, Company shall submit to periodic audits by ODFI or its agents and hereby authorizes ODFI and its officers, employees, and agents, including without limitation, its independent auditors and federal regulatory authorities that supervise ODFI, to have access to such of Company's books and records, including without limitation, Company's policies, procedures, processes, and promotional materials as are necessary and appropriate to determine Company's identity and to evaluate Company's business operations, financial condition, and compliance with this Agreement, applicable law, and the Rules; provided, however, that ODFI shall provide Company reasonable notice during normal business hours prior to inspection pursuant to this Section. Any costs associated with said review will be the responsibility of ODFI.

#### **6. Liability; Limitations; Indemnity.**

a) Each party shall be responsible for (i) performing the services described in this Agreement in accordance with this Agreement, the Rules, and Applicable Law; and (ii) for its errors, negligence, willful misconduct, and acts or omissions other than in accordance with this Agreement in performing those services. Except to the extent any loss or liability results from Revolut's or ODFI's or its contractors' error, mistake, negligence, willful misconduct, or acts or omissions other than in accordance with this Agreement, neither Revolut nor ODFI shall be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness, of transmittal or due authorization of any Entry received from Company) or those of any other person, including without limitation any Federal Reserve Bank, third-party processor or transmission or communications facility that contracts with Company, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Revolut's or ODFI's agents.

b) In no event shall either party be liable for any consequential, special, punitive, or indirect loss or damage which the other party may incur or suffer arising from this Agreement.

c) Notwithstanding anything to the contrary in this Agreement, the limitations on the types or amount of liability of a party under this Agreement shall not apply to: (i) bodily injury, death or tangible property damage resulting from the negligence or willful misconduct of a party hereunder; (ii) either party's failure to comply with the Rules or Applicable Laws; or (iii) the obligations of ODFI to pay Entries.

d) Subject to the foregoing limitations, ODFI's liability for loss of interest resulting from its error or delay shall be calculated by using a rate no less than that equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved.

e) Company bears all responsibility for its own employees' actions under this Agreement and ODFI may rely solely on identifying numbers provided by Company to determine the bank and account in question for each Entry even if the numbers identify a bank or account holder that differs from the one Company has identified by name. Company shall indemnify and hold harmless ODFI and its officers, directors, employees, and agents, from and against any and all claims, demands, actions, losses, damages, liabilities, expenses, expenditures, and costs including but not limited to reasonable attorney's fees and other costs of defense, including settlement costs, that relate to or result from (i) any material breach of Company's representations and warranties contained herein, (ii) any alleged violation by Company of any applicable law or Rule, or (iii) any action of Company, its agents, or employees in connection with any Entry or other action subject to this Agreement.

f) Company may not act as a Third-Party Sender without ODFI's express approval.

#### **7. Compliance with Procedures.**

a) If a Settlement File (including a Settlement File containing Company's request for cancellation or amendment of an Entry) has been transmitted by a Company authorized representative, it will be deemed effective as Company's Entry (or request) and Company shall be obligated to pay ODFI the amount of such Entry as provided herein.

b) If a Settlement File (including a Settlement File containing Company's request for cancellation or amendment of an Entry) was transmitted by Company, Company shall be obligated to pay the amount of the Entry as provided herein, unless ODFI failed to comply with the agreed security procedures with respect to that Entry; that Entry was erroneous in any respect due to the fault of ODFI, or its contractors; that error would have been detected if ODFI had complied with such security procedures; or that Entry was erroneous in any respect due to ODFI's or its contractors' negligence, willful misconduct, or acts or omissions other than in accordance with this Agreement.

#### **8. Inconsistency of Receiver Information.**

Company acknowledges and agrees that, if a Settlement File provided by an authorized Company representative describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the RDFI might be made by the RDFI on the basis of the account number even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the entry to ODFI is not excused in such circumstances.

#### **9. Payment for Services.**

Subject to the terms of this Agreement, Company shall pay the charges for the services provided for herein. Such charges do not include, and Company shall be responsible for payment of, any sales, use, or other similar taxes relating to the services provided for herein, and any fees or charges provided for in the agreement between ODFI and Company with respect to any account arrangement.

#### **10. Other Instructions.**

Except as otherwise expressly provided herein, the Rules, the Cardholder Agreement, or Applicable Law, neither Revolut nor ODFI shall be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter. Revolut and ODFI shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an authorized representative of Company; provided, however, that in the event ODFI knew or reasonably should have known or anticipated that such written notice or other communication was not genuine, then ODFI shall be fully liable for any liability or loss incurred by ODFI or Revolut in connection with ODFI's reliance on such written notice or other communication.

#### **11. Miscellaneous.**

a) This Agreement (and the Cardholder Agreement and the Revolut Business Terms) are the complete and exclusive statements of the agreements between the parties with respect to the subject matter hereof and supersedes any prior agreement(s) between them with respect to such subject matter. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, or government policy, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy.

b) Without limiting the generality of the foregoing provisions, each party shall be excused from failing to act or delay is caused by extraordinary government action, war, emergency conditions, civil unrest or other circumstances beyond a party's control (each, a "Force Majeure Event"), provided that the non-performing party is without fault in causing

the occurrence of such event, and such occurrence could not have been prevented or circumvented by reasonable precautions. In addition, a Force Majeure Event shall include circumstances where ODFI fails to transmit or delay in transmitting an Entry if such transmittal would result in ODFI exceeding any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in ODFI otherwise violating any provision of any future risk control program of the Federal Reserve or any rule or regulation of any other U.S or state governmental regulatory authority.

c) Neither party may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any Business Day, or any part of Schedule A through E attached hereto, except by an amendment signed by the parties. Such amendments shall become effective upon a written amendment to this Agreement executed by the parties.

d) The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

e) Neither party may assign this Agreement or any of the rights or duties hereunder to any entity without the party's prior written consent, which consent shall not unreasonably be withheld or delayed, provided, however, that either party may assign this Agreement to an affiliate entity or an entity that acquires the business of such party either through merger, the acquisition of assets or stock, or otherwise, provided that the assignee agrees to be bound by the terms hereof. Any purported assignment or delegation in violation of this Section shall be null and void.

f) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other entity, and no other entity shall have any rights against the parties.

g) Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

h) This Agreement shall be constructed in accordance with and governed by the laws of the State of Missouri, notwithstanding its conflicts of laws principles.



## Schedule A

### Schedule A: Schedule of Fees and Charges for the Revolut for Business Prepaid Mastercard

Subscription Fees					
	Basic	Grow	Scale	Custom	Details
Monthly Subscription Fees	\$10.00	\$50.00	\$180	Custom	Monthly Subscription Fee, based on Plan. Account Service Charges and Fees for Exceeding No-Fee Allowances (Transaction Charges) may also apply as described below. Custom Plan fees and limits are agreed based on the needs of the business and Revolut in a custom agreement.

Annual Subscription Fees	N/A	\$480	\$1,680	Custom	Annual Subscription Fee, based on Plan. There is no Annual Subscription option for Basic Plans. Account Service Charges and Fees for Exceeding No-Fee Allowances (Transaction Charges) may also apply, as described below. Custom Plan fees and limits are agreed based on the needs of the business and Revolut in a custom agreement.
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Account Service Charges					
	Basic	Grow	Scale	Custom	Details
Mobile / Web Application	\$0.00	\$0.00	\$0.00	\$0.00	No fee for use of the Revolut mobile/web application, including account management and security features, as referenced in this Agreement and elsewhere.
First physical card per Account Owner	\$0.00	\$0.00	\$0.00	\$0.00	No fee for your first physical Account Owner Revolut card.

Additional Team Members	\$0.00	\$0.00	\$0.00	\$0.00	You can have an unlimited number of Team Members at no additional cost.
First physical card per Team Member	\$0.00	\$0.00	\$0.00	\$0.00	No fee for your first physical Revolut Team Member card.
Subsequent physical cards: Standard Delivery Charge	\$4.99	\$4.99	\$4.99	\$4.99	Fee for regular domestic mail shipping and handling of your additional physical card per Account owner or Team Member.
Express Delivery Charge	\$19.99	\$19.99	\$19.99	\$19.99	Fee assessed upon your request for express shipment of physical cards in 1-3 Business Days, including initial and additional physical cards per Account Owner and Team Members.

Paper Statement Charge (per statement)	\$8.00	\$8.00	\$8.00	\$8.00	Fee assessed for delivery of a paper statement. Statements are also available digitally without charge through the Revolut mobile/web application. You will receive your paper statement between 3-7 Business Days after your request.
Virtual Revolut Card	\$0.00	\$0.00	\$0.00	\$0.00	No fee for use of a Virtual Revolut Card, which offers a unique card number for online orders with no associated physical card, as referenced in the mobile/web application.
ATM usage fee	2%	2%	2%	2%	You will be assessed a usage fee of 2% of the dollar amount of all ATM withdrawals. This is in addition to any fees charged by the ATM owner.

Payments to Revolut Accounts	\$0.00	\$0.00	\$0.00	\$0.00	You may make an unlimited number of payments to other Revolut Personal or Business accounts for no additional cost.
Account inactivity fee	\$0.00	\$0.00	\$0.00	\$0.00	There is currently no charge for Account inactivity.

No-Fee Allowances					
	Basic	Grow	Scale	Custom	Details
Metal Cards	N/A	1 (\$49 fee per Metal Card thereafter)	2 (\$49 fee per Metal Card thereafter)	Custom (\$49 fee per Metal Card thereafter)	Number of Metal Cards for your Card Account, for no additional cost. If you cancel your Card Account within 3 months of ordering a Metal Card, you'll need to pay us back for the Metal card (\$49 per Metal Card). You'll also need to do this if you downgrade your Card Account to one with a smaller (or zero) Metal Card allowance. Metal cards are available only to paid plan users.

Domestic (ACH) transfers (monthly)	10 (\$0.20 fee per transfer thereafter)	100 (\$0.20 fee per transfer thereafter)	1,000 (\$0.20 fee per transfer thereafter)	Custom (\$0.20 fee per transfer thereafter)	Combined number of inbound and outbound domestic (ACH) transfers (transfer in US Dollars in the United States) available for no additional cost per month. Note, there may be additional fees charged by the receiving bank. Contact the receiving bank for more info.
International transfers (monthly)	0 (\$5 fee per International Transfer thereafter)	5 (\$5 fee per International Transfer thereafter)	25 (\$5 fee per International Transfer thereafter)	Custom	Combined number of inbound and outbound international transfers (transfer in a currency other than US Dollars or transfer to or from a country other than the United States) available for no additional cost per month. Note, there may be additional fees charged by the receiving bank. Contact the receiving bank for more information.

Foreign Exchange allowance at interbank rates <sup>+</sup> (monthly)	\$1,000 (0.6% fee per Foreign Exchange thereafter)	\$20,000 (0.6% fee per Foreign Exchange thereafter)	\$80,000 (0.6% fee per Foreign Exchange thereafter)	Custom	Volume of currency in US Dollar equivalent that can be exchanged at interbank rates <sup>+</sup> each month, with no additional charge.
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Other Fees					
	Basic	Grow	Scale	Custom	Details
U.S. Domestic Wire transfer (inbound or outbound)	\$10	\$10	\$10	\$10	Fee for each U.S. Domestic Wire transfer.
Cancellation and plan downgrade fee	\$0.00	\$0.00	\$0.00	\$0.00	We do not charge a cancellation or plan downgrade fee, however we will not provide a refund of subscription fees. You may be subject to a Metal Card fee as described in the No-Fee Allowance table above.



Pay All International Transfer Fees	\$25.00	\$25.00	\$25.00	\$25.00	This feature is only available for transfers in the following currencies: USD, GBP, EUR, and CHF. Transfers made using this feature do not count toward your No-Fee Allowance and are inclusive of any international transfer fee that may be charged by us.
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Other Limits					
	Basic	Grow	Scale	Custom	Details
Physical Cards per Team Member	3	3	3	3	Number of active physical cards permitted per Team Member.
Virtual Cards per Team member	200	200	200	200	Number of active virtual cards permitted per Team Member.

Exchange Rates		
During foreign exchange market hours	Outside of foreign exchange market hours	Details
The interbank rate <sup>+</sup>	The interbank rate <sup>+</sup> plus 1%	Please note that these exchange rates are a guide only. Exchange rates are determined by the

		<p>interbank rate<sup>+</sup> and cannot be guaranteed. It is your responsibility to ensure that you are happy with the exchange rate for each transaction you enter into prior to initiating the transaction. The time period of “outside of foreign exchange market hours” begins at 5:00 PM ET on Friday and ends at 6:00 PM ET on Sunday.</p> <p>The exchange rate and the applicable fee for exchanges made “outside of foreign exchange market hours” applies to all currencies.</p>
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+ Interbank rates are provided by third-party financial exchanges and due to delays in data transmission, we cannot guarantee they are the real-time interbank rates as specified by these financial exchanges or the applicable data providers. Please note that interbank rates are subject to real-time fluctuations outside of our control. Past movements or trends in the movement of interbank rates should not be taken as an indicator of future movements in such interbank rates.