

## USD CASH ACCOUNT – GREEN DOT ACCOUANTHOLDER AGREEMENT

This Accountholder Agreement (this “**Agreement**”) is between you and Green Dot Bank, the provider of your Cash Account® (“**Cash Account**”, defined below). This Agreement includes any other terms and conditions incorporated by reference, including, not limited to, those contained in the Electronic Communications Agreement (attached as Appendix A) and in the Demand Deposit Marketplace® with the IDEA Allocation<sup>SM</sup> Feature Program Terms and Conditions (attached as Appendix B). By using your Cash Account, or allowing someone else to use your Cash Account, you agree to be bound by the terms and conditions contained in this Agreement. The fee schedule for your Cash Account is provided with, and considered part of, this Agreement (Accountholder Agreement Supplement).

In this Agreement, “**you**,” “**your**,” and “**Accountholder**” mean the owner of the Cash Account. “**Bank**,” “**we**,” “**us**,” and “**our**” mean Green Dot Bank, the issuer of the Account and the associated Cash Account or anyone to whom we assign our rights. Please note that Green Dot Bank operates under the following registered trade names: GO2bank, GoBank, Green Dot Bank, and Bonneville Bank. All of these registered trade names are used by, and refer to, a single FDIC-insured bank, Green Dot Bank. Deposits under any of these trade names are deposits with Green Dot Bank and are aggregated for deposit insurance coverage up to the allowable limits. “**Green Dot**” means Green Dot Corporation, the third party that administers the Cash Account program on behalf of the Bank. “**Cash Account**” or “**Account**” is a prepaid account, a non-interest-bearing transactional account that we maintain on your behalf, that may receive incoming deposits and other credits and from which you may withdraw (“**primary prepaid account**”), and/or transfer funds to a Crypto.com platform/account that operates outside of this Cash Account, and may also consist of an interest-bearing subaccount(s) to your primary prepaid account where you may put money aside for certain purposes (“**Cash Earn Savings subaccount**” or “**Savings subaccount**”). Some features are accessible only via the Crypto.com mobile application (“**Mobile App**”); some features are available on the Crypto.com website at <https://crypto.com/us> or successor (“**Website**”).

**NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION PROVISION APPEAR AT THE END OF THIS AGREEMENT.**

### **Using Your Cash Account**

*General.* Your Cash Account allows you to access funds loaded to your Account. You should treat your Cash Account with the same care as you would treat cash. Your Account is intended for personal, family, or household use and not intended for business purposes. Your Account does not constitute a checking or savings account and is not connected in any way to any other account you may have.

We may close your Cash Account or refuse to process, suspend, or delay any transaction that we, in our commercially reasonable discretion, believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You are responsible for notifying us immediately upon any change to your address, phone number, or email address. If your address changes to a non-U.S. address, we may close your Cash Account and return funds to you in accordance with this Agreement. The Bank reserves the right to refuse to return any unused balance amount less than \$1.00.

*Personal Information You Will Need to Provide.* To open and use your Account, you must be 18 years of age or older, (ii) be a United States citizen or lawful permanent resident, and (iii) have a physical address in one of the 50 states of the United States or the District of Columbia (collectively, the “U.S.”). To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. As such, when you request a Cash Account, we will ask for certain information, including, but not limited to, your name, street address, date of birth, Social Security Number, phone number, and other information that will allow us to identify you. In addition, from time to time, we may ask to see your driver’s license or other identifying documents and may ask you security questions. If we are unable to verify your identity, we will not issue a Cash Account to you. We may also request additional identifying information and documentation from time to time in connection with your access to or use of certain Cash Account features, functionality, and services.

*How to Get Cash Account Balance and Transaction History.* You may obtain information about the available balance for your Account in the Mobile App or by contacting us at <https://chat.crypto.com/>. This information, along with a 12-month history of Account transactions, is also available in the Mobile App. You also have the right to obtain at least 24 months of written history of Account transactions by contacting us at <https://chat.crypto.com/>. You will not be charged a fee for a written transaction history. You will receive monthly statements to your email address on your Account.

#### *Adding Funds to Your Account.*

The Bank may provide various methods to allow you to fund your Account, subject to the Bank’s sole discretion, including when it activates and/or deactivates any such method. Accordingly, the below terms apply if and when the Bank makes such method(s) available.

You may arrange to have funds transferred directly to your Cash Account by an appropriate payor once we have successfully verified your personal information. If you have arranged to have direct deposits made to your Cash Account at least once every 60 days from the same person or company, you can email us at <https://chat.crypto.com/> or use the Website and/or Mobile App to find out whether or not the deposit has been made. You may cancel your direct deposit authorization at any time by sending a written notice to your payor and providing your payor and the Bank sufficient time to act upon the notice.

When you make a deposit, we will act only as your collection agent and will not be responsible beyond the exercise of good faith and ordinary care. All deposits are provisionally credited subject to our receipt of final payment. If you transfer funds into your Account and the transfer is returned to us by the paying financial institution for any reason, you agree that we may deduct the amount of the transfer against your Account, without prior written notice to you. We may send the transfer back for collection a second time without notifying you, and you waive any notice of dishonor and protest. At our discretion, we may return, reject, and/or refuse to accept a deposit; for example, we may refuse to accept a transfer to your Account if we believe that accepting the transfer would cause us to violate any applicable law or cause your Account to exceed any applicable maximum deposit limits.

Funds from direct deposits will generally be available on the day the Bank receives the transfer if received before 5 p.m. pacific time. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, the funds will generally be available within five business days after the transfer. Please keep in mind, however, that after we make funds available to you, and you have spent, transferred, or withdrawn the funds, you are still responsible for any problems involving your deposit. If a deposit is made on a business day, we will consider that day to be the day of your deposit. However, if a deposit is made on a non-business day or on a day we are not open, we will consider that the deposit was made on the next business day.

We reserve the right to reject or limit transfers via direct deposit in our sole discretion and may reject or suspend any direct deposit or transfer that has identifying information that does not match the identifying information (such as name or Social Security Number) that we have on file for you.

#### *Automated Clearing House (“ACH”) Transfer Provisions.*

You acknowledge that ACH transfers will be processed under the National Automated Clearing House Association (“NACHA”) rules. You agree to be bound by, and make the applicable warranties and representations required by, the NACHA rules. In the event of any conflict between the NACHA rules and any provision of this Agreement, the NACHA rules will prevail. You may obtain a copy of the NACHA rules, for a fee, through [www.nacha.org](http://www.nacha.org).

In order to request a funds transfer from your Account to another eligible bank account in your name at a U.S. financial institution, you must provide us with identifying information regarding your external bank account that you would like to receive the money, including your bank account and routing numbers, and we may refuse a bank account or a transfer for security reasons or, if the bank account is invalid or closed, any subsequent requests may be rejected. If you enter this information incorrectly, your money may be lost. For such ACH Out transfers or “ACH Withdrawals”, we use the ACH system to transfer money from your Account to your external bank account. We generally process such ACH Out transfers within 3 business days of your request. The cutoff time for submitting a request for an ACH Out transfer is 10:00 p.m. (Pacific Time).

You authorize us to act as your agent and attorney-in-fact for the limited purpose of gathering information about your external bank account, communicating with others regarding your transfer instructions, and processing your transfers. You represent to us that: (i) the financial institution for your external bank account has expressly agreed to (or do not prohibit) those actions by us; (ii) you have the authority to grant us the right to conduct those activities; (iii) you are authorized to conduct transfers with respect to your external bank account and such account is classified as consumer accounts; (iv) the information you provide to us regarding your external bank account is accurate and complete; (v) you are an owner and authorized signer for your external bank account, and your external bank account is titled in your name; and (vi) no other person’s authorization is required for us to process your requested transfers. The financial institution that holds your external bank account may contact us from time to time to verify information about a pending transfer. You agree that we may provide any information needed to verify your instructions or otherwise process such transfer. Note that not all types of accounts are eligible for use with this service. You must check with the financial institution for your external bank account to determine if there are any restrictions regarding the transfer. We are not responsible for any costs or losses incurred if transfers are not permitted or are restricted by the financial institutions for your external bank account, or by applicable law.

We cannot guarantee the timely delivery or return of funds as a result of a failure of another financial institution to act in a timely manner. In addition, and without limiting any other right or remedy that we may have under this Agreement or otherwise, we may delay or suspend the processing of a transfer for security and fraud purposes, and as otherwise specified in this Agreement, and we may suspend or terminate your ability to use this service at any time without prior notice in the event that we believe there is a problem with your use of the service. We are not responsible for any losses or damages that may result from our delay, suspension, or cancellation of a transfer, or for any failure to notify you of such delay, suspension, or cancellation. You agree that you will have sufficient available money in your Account to cover the amount of any transfer that you request, including any applicable fees. If you do not, we may reject the transfer. We will remove the money that you have designated to be transferred from your Account when you submit the transfer request to us. In addition, and except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, transfers authorized by you are non-refundable and cannot be cancelled after you submit instructions for us to make a transfer.

#### *Cash Earn Savings Subaccount.*

Your Account may consist of a separate interest-bearing Cash Earn Savings subaccount that you can establish as long as your primary prepaid account is open with a positive balance and is in good standing. For purposes of this section, your primary prepaid account is in “good standing” if it is not blocked or suspended for fraud or any other reason. There is no requirement to maintain a balance in a Cash Earn Savings subaccount. Additionally, there are no fees associated with the creation or maintenance of a

Savings subaccount. You may close a Savings subaccount at any time, but you must first transfer any money in the Savings subaccount to your primary prepaid account before doing so. Access to your Savings subaccount is only available through the Mobile App.

The available balance of your Account does not include money in your Cash Earn Savings subaccount. Without limiting any other right or remedy that we may have under this Agreement or otherwise, money in your Cash Earn Savings subaccount may be used by us to cure a negative balance in your primary prepaid account or as otherwise provided in this Agreement. As such, if you have a negative balance in your primary prepaid account, as a result of Account fees, overdrafts (if available), or any other reason, and you transfer money from a Cash Earn Savings subaccount to your primary prepaid account, we will first apply the money you transfer from the Cash Earn Savings subaccount to the negative balance in your primary prepaid account.

You can only transfer money to and from a Cash Earn Savings subaccount through your primary prepaid account. You cannot otherwise spend, withdraw, transfer, or access money in a Savings subaccount. When you want to access money in a Cash Earn Savings subaccount, you must first transfer the money to your primary prepaid account. Transfers between your primary prepaid account and a Savings subaccount can be conducted only through the Mobile App; we do not accept transfer instructions over the phone or by any other means. Once you instruct us to transfer money from your primary prepaid account to a Cash Earn Savings subaccount, that money will be unavailable for you to withdraw, transfer, or access from your primary prepaid account. Although, the available balance of your Account does not include money in your Cash Earn Savings subaccount, the money in your Cash Earn Savings subaccount is counted for purposes of any maximum Account balance limits specified in this Agreement. For security reasons, we may impose limits on the numbers of transfers between your primary prepaid account and your Cash Earn Savings subaccount in our sole discretion.

We reserve the right to establish one or more tiers for the purpose of calculating interest on your Cash Earn Savings subaccount and to set interest rates for the various tiers in any amount, including in the same amount as any other tier. The current interest rate at which interest may be paid for each tier on the Cash Earn Savings subaccount and the corresponding annual percentage yield (“APY”), can be found in the Cash Earn Savings subaccount feature in the Mobile App and at

<http://help.crypto.com/en/articles/11549762-rewards-and-fees-cash-earn-account-united-states>. You must set up a Cash Earn Savings subaccount and transfer money into your Cash Earn Savings subaccount in order to earn any interest on the balance in the Cash Earn Savings subaccount – no interest is earned on the balance in the primary deposit account. Interest will be calculated and credited to your open Cash Earn Savings subaccount on the first of each month (for interest in the prior calendar month), subject to the terms of this Section. Interest for a Cash Earn Savings subaccount is calculated by applying the applicable interest rate to the average daily balance in your Cash Earn Savings subaccount for the applicable monthly period. If the interest rate changes during the month, we apply the appropriate rate to the average balance for each portion of the month—based on the number of days that each rate was active. This means your monthly interest may be calculated in segments, using different interest rates for different timeframes within the same calendar month. The average daily balance of a Savings subaccount for a monthly period (or portion of the month) is calculated by summing the end-of-day balances at 7:00 PM Pacific Time on each calendar day the Savings subaccount is open and dividing that total by the number of days in the month. If your primary prepaid account is suspended or blocked during the month and later returns to a good standing, the average daily balance will still include the end-of-day balances at 7:00 PM Pacific Time for all calendar days the Savings subaccount was open, regardless of your account’s status at the time. Because interest is credited only on the first of the following month, the amount of accrued interest is not added to the daily balance of your Savings subaccount during the month. Any interest in your Cash Earn Savings subaccount is compounded monthly. We may, at our discretion, change the interest rate, and the corresponding APY, at any time (whether applicable to the entire month or one or more tiers for that month). If we change the interest rate, and the corresponding APY, such change will take effect immediately on the effective day of such change. If a Savings subaccount is closed prior to the end of the month, interest will not be credited to the Savings subaccount for that month.

You are responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental

assessments associated with the interest paid on your Cash Earn Savings Subaccount, as applicable. We may ask you to certify your name and social security number to avoid potential backup withholding and to report interest income paid to you in connection with the Savings Account. In addition, we may also ask you to certify that you are not subject to backup withholding. If the Internal Revenue Service (“**IRS**”) notifies us that we do not have a correct social security number for you, we may be required to withhold and remit to the IRS a percentage of interest paid to your Cash Earn Savings Subaccount.

*How to Close Your Account.* You may close your Account at any time by following the instructions on the link: <https://help.crypto.com/en/articles/3640569-how-do-i-close-my-crypto-com-app-web-account> or contacting Crypto.com at <https://chat.crypto.com/>.

### **Limits on the Use of Your Cash Account**

*Your Obligation for Negative Balances.* You may not perform transactions that exceed the available balance of your Account, and we generally will not authorize or pay transactions that exceed the available balance of your Account. Please note, however, that certain instances like the assessment of a fee may result in a negative balance in your Account. In addition, some merchants: (i) may not check with us for authorization of the transaction amount; (ii) may check with us for authorization of the transaction amount but later present a transaction for payment that is for a higher amount; or (iii) may not timely present a transaction to us for payment, and therefore some transactions may be paid from your Account even if the available balance of your Account is insufficient, resulting in a negative balance in your Account. You are fully liable for the amount of any negative balance on your Account. If your Account has a negative balance, we may deduct the negative balance amount from any current or future funds in your Account or any other Cash Account or account you maintain with the Bank. We may also offset any negative balance with any accrued unpaid rewards earned on your Account.

*General Limits on the Use of Your Account.* In addition to the limits below, the Bank reserves the right to impose additional limits on the individual and aggregate number of transactions and the corresponding dollar amounts that may be transacted through your Account, subject to applicable law.

<b>Balance, Load, and Withdrawal Limits*</b>	
<b>Balance</b>	<b>Limit</b>
Maximum Cash Account balance	\$10,000,000
<b>ACH Limitations</b>	<b>Limit</b>
Transfers Out (ACH Out ODFI, initiated through the Mobile App)	Minimum \$100 and maximum \$100,000 per transaction 5 transactions or \$100,000 per day 30 transactions or \$500,000 per month
Maximum amount of ACH credits (direct deposit)	Up to maximum Cash Account balance.

\* Third parties may impose additional limitations.

We also reserve the right to limit or block the use of your Cash Account in certain foreign countries in our commercially reasonable discretion due to fraud or security concerns or to comply with applicable law. In addition, to prevent fraud and maintain the security of your Account, additional limits apply to the use of your Account. For fraud and security reasons, we may impose additional commercially reasonable limits, at any time and without notice, on the amount, number, and type of transactions you can perform with your Account and on any funding of your Account.

We may refuse to process any transaction that we believe may violate the law or the terms of this Agreement. You agree that you will: (i) not use your Cash Account at unlawful domestic or international gambling websites, or at payment processors supporting unlawful gambling websites, or to purchase illegal goods or services; and (ii) promptly notify us of any unauthorized use/access Cash Account. We may refuse to issue a Cash Account, refuse to allow you to sign up for a Cash Account, revoke or suspend your Cash Account privileges, or cancel your Cash Account with or without cause or notice, other than as required by applicable law. You cannot sell or transfer your Cash Account to anyone else, and it can only be used by you or someone you authorize. If you authorize anyone else to use your Cash Account, you are responsible for all transactions made by that person, even if they exceed the authorization granted.

#### **Delegation to Crypto.com**

In order to provide the services in accordance with your instruction, you hereby authorize and delegate to us (and authorize us to authorize and delegate to Crypto.com) the authority, in our and/or Crypto.com's sole discretion, to re-allocate, transfer, and place funds held in your Cash Account and any subaccount thereof, including without limitation, the Cash Earn Savings subaccount. Without limiting the foregoing, you authorize us and Crypto.com to reallocate, transfer, and place funds held in your Cash Account or subaccount into (1) such other accounts or products offered or serviced through the Crypto.com platform that operate outside of the Cash Account as Crypto.com deems appropriate or (2) accounts at other financial institutions where funds are held for your benefit. You agree and acknowledge that such other accounts or products may not be regulated or FDIC-insured and neither we nor Crypto.com are fiduciaries with respect to your Cash Account or the funds or proceeds of your Cash Account. This authorization and delegation of authority shall remain in force for as long as your Cash Account remains open. You acknowledge and agree that Crypto.com has the right to provide instructions to us with respect to your Cash Account and hereby authorize us to comply with all such instructions.

#### **Other Rights and Obligations Regarding Errors, Unauthorized Transfers, and Failure to Make Transfers**

*In Case of Errors or Questions About Your Account.* Contact us at 1-855-910-7111 as soon as you can if you think an error has occurred in your Account. We must allow you to report an error 60 days after the earlier of: (i) the date you electronically accessed your Account, provided the error could be viewed in the electronic history; or (ii) the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by contacting us at <https://chat.crypto.com/> or by writing us at: Customer Care Attn: Disputes, P.O. Box 9, West Chester, OH 45071. When notifying us, you will need to tell us: (i) your name and Cash Account number; (ii) why you believe there is an error and the dollar amount involved; and (iii) approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provide a provisional credit to your Account within 10 business days for the amount you think is in error, so that you will have the use of the value during the time it takes us to complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

For errors involving new Accounts, we may take up to 90 days to investigate your complaint or question. For errors involving new Accounts, we may take up to 20 business days to provisionally credit your Account for the amount you think is in error.

We will tell you about the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

*Your Liability for Unauthorized Transfers.* Tell us AT ONCE if you believe there was unauthorized use of your Cash Account or funds have been transferred from your Account without your permission. Reporting such unauthorized use/transfer at <https://chat.crypto.com/> is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two business days after you learn of the unauthorized activity in your Cash Account, you can lose no more than \$50 if someone used your Account without your permission. If you do NOT tell us within two business days after you learn of the unauthorized activity in your Cash Account, and we can prove that we could have stopped someone from using your Account without your permission if you had told us, you could lose as much as \$500.

Also, if your electronic or written transaction history shows transfers that you did not make, including those made by your Cash Account, or other means, tell us at once. If you do not tell us within 60 days after the earlier of: (i) the date you electronically access your Account, if the transfers could be viewed in your electronic history, or (ii) the date we sent the FIRST written history of your Account transactions on which the transfers appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money from your Account if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

*You Must Notify Us of Potential Unauthorized Activity.* If you believe that someone has transferred or may transfer value from your Account without authorization, contact us as specified above in “In Case of Errors or Questions About Your Account.” You agree to cooperate reasonably with us and our agents and service providers in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Account. You agree that any unauthorized use does not include use by a person or merchant to whom you have given authority to use your Account and that you will be liable for all such uses by such a person or merchant.

*Our Liability for Failing to Make Transfers.* If we do not complete a transaction to or from your Account on time or in the correct amount according to this Agreement, we may be liable under section 910 of the Electronic Fund Transfer Act (Title IX of the Consumer Credit Protection Act, 15 U.S.C. §§ 1693 *et seq.*).

However, there are some exceptions. We will not be liable, for instance: (i) if, through no fault of ours, your Account has insufficient funds for the transaction or sufficient funds are unavailable for withdrawal (for example, because they have not been finally collected or are subject to legal process); (ii) if a computer system was not working properly and you knew about the problem when you started the transaction; (iii) if circumstances beyond our control (such as fire, flood, pandemic, terrorist attack, or national emergency) prevent the transaction, despite reasonable precautions that we have taken; (iv) if the Cash Account has been reported as compromised or has been suspended by us, if we have limited or revoked your Cash Account privileges, or if we have reason to believe the transaction is not authorized by you; or (v) as otherwise provided in this Agreement.

### **Other Rights and Terms**

*FDIC Insurance.* The money credited to your Account will be held in a custodial account at the Bank on your behalf. Your funds held in this custodial account are insured up to the maximum limit provided by the FDIC. GO2bank also operates under the brands Green Dot Bank, GoBank and Bonneville Bank. Deposits under any of these trade names are deposits with a single FDIC-insured bank, Green Dot Bank, and are aggregated for deposit insurance coverage.

*Telephone and Electronic Communication Monitoring/Recording.* You agree that we may monitor and record your telephone and electronic communications with us at any time, without further notice to you or any party to the communication.

*Information Given to Third Parties.* We may disclose information to third parties about you, your Account, and your Account transactions: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence and condition of your Account for a third party (e.g., a merchant); (iii) in order to comply with government agency or court orders; (iv) if you give us your consent; (v) to service providers who administer your Account or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to identify, prevent, investigate, or report possible suspicious or illegal activity; (vii) in order to issue authorizations for transactions on your Cash Account; and (viii) as permitted by our Privacy Policy. Please see our Privacy Policy included with the issuance of this Cash Account or on the Mobile App for further details. We can also disclose information that is not personally identifiable for other purposes.

*Notices.* We may send notices to you at the last postal address we have on file for you in our records. If you signed up for electronic delivery of disclosures, we will send notices to you by email at the email address we have on file for you in our records.

*Change in Terms.* Subject to applicable law, we may at any time add to, delete, or change the terms of this Agreement by sending you a notice (unless otherwise stated in this Agreement that no notice shall be required). We may not give you advance notice if we need to make the change immediately in order to comply with applicable law or to maintain or restore the security of your Account or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of your Account or any related payment system, we will provide notice to you within 30 days from the making of the change or as otherwise permitted or required by law. Your continued use of the Cash Account following any addition, deletion, or change to this Agreement shall constitute your consent to such modifications to the Agreement. See “Notices” above for information on where we will send any notices.

*Our Business Days.* Our business days are Monday through Friday, excluding federal and legal banking holidays in the State of Utah. Customer Service hours may differ.

*Governing Law/Jurisdiction.* This Agreement will be governed by and interpreted in accordance with federal law and, to the extent federal law does not apply, by the laws of the State of Utah. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Salt Lake City, Utah with respect to all controversies arising out of or in connection with the use of your Account and this Agreement that are not subject to arbitration or to any proceedings to enforce the arbitration provision or to confirm or vacate an arbitration award. Note: If our records reflect that the owner of the Account is a resident of Illinois, the laws of the State of Illinois, rather than Utah, shall apply to the extent federal law does not apply, and all controversies arising out of or in connection with the use of the Account and this Agreement that are not subject to arbitration or to any proceedings to enforce the arbitration provision or to confirm or vacate an arbitration award shall be brought by us in the state and federal courts of Illinois.

*Entire Agreement; Severability.* This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter. If any of the terms of this Agreement are invalid, or declared invalid by order of court, change in applicable law, or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

*Disclaimer of Warranties.* EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING YOUR ACCOUNT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

*Limited Liability.* UNLESS OTHERWISE REQUIRED BY LAW OR THIS AGREEMENT, WE WILL

NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CASH ACCOUNT; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY THE BANK OR GREEN DOT SHALL BE LIMITED TO THE TOTAL AMOUNT CREDITED TO YOUR ACCOUNT.

## ARBITRATION NOTICE

### I. FOR NON-CALIFORNIA ACCOUNTHOLDERS, the following provisions will apply:<sup>1</sup>

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS.

- a. *Acknowledgement of Arbitration.* Your Account is being made available and priced by the Bank on the basis of your acceptance of the following arbitration provision. By opening your Account, you acknowledge that you are giving up the right to litigate Claims (as defined below) if either party elects arbitration of the Claims pursuant to this provision, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.
- b. *Arbitration of Claims.* Except as expressly provided herein, any claim, dispute, or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present, or future), including initial claims, counter-claims, cross-claims, and third-party claims, arising from or relating to (i) your Cash Account; (ii) any service relating to your Cash Account; (iii) the marketing of your Cash Account; (iv) this Agreement, including the validity, enforceability, interpretation, scope, or application of this Agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which will be for a court to decide); and (v) any other agreement or instrument relating to your Cash Account or any related service (“*Claim*”) will be decided, upon the election of you or the Bank (or Green Dot Corporation or the Bank’s agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration. Arbitration replaces the right to litigate a claim in court or to have a jury trial. The American Arbitration Association (“*AAA*”) will serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: online at <https://www.adr.org> or by writing to the AAA at: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043.
- c. *Other Claims Subject to Arbitration.* In addition to Claims brought by either you or the Bank, Claims made by or against Green Dot Corporation or by or against anyone connected with you or the Bank or claiming through you or the Bank (including an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) will be subject to arbitration as described herein.
- d. *Exceptions.* Either you or the Bank can seek to have a Claim resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or the Bank may seek to have a Claim resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence. This arbitration provision also does not limit or constrain the Bank’s right to interplead funds in the event of claims to Account funds by several parties.

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<sup>1</sup> (The Arbitration Provision for California Accountholders is in Section II below).

- e. *Individual Claims Only.* Claims may be submitted to arbitration on an individual basis only. **Claims subject to this arbitration provision may not be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless waived by the Bank.** However, co-applicants, and authorized users (if permitted) of a single Cash Account are considered as one person, and the Bank, its officers, directors, employees, agents, and affiliates are considered as one person. Nothing within the Agreement prohibits the application of the “Related Cases and Mass Arbitrations” procedures outlined below in Sub-Section (h).
- f. *Arbitration Fees.* If you initiate arbitration, payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but the Bank will reimburse you for this filing fee at the conclusion of the arbitration, but only to the extent it exceeds the fee for filing a complaint in a federal or state court nearest your residence with jurisdiction over the Claims. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b) and/or AAA Consumer Arbitration Rule 44(c)), then the payment of all fees will be governed by the AAA Rules and the Bank will not reimburse your initial filing fee. The parties agree that the AAA has discretion to modify the amount or timing of any intake, administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or the Bank. If the Bank initiates or elects arbitration, the Bank will pay the entire amount of the arbitration fees, including any required deposit.
- g. *Notice of Claim.* If you elect to seek arbitration, you must first send to the Bank a written Notice of your Claim ("Notice of Claim"). The Notice of Claim to the Bank should be sent in care of our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Notice of Claim should include both the mailing address and email address you would like the Bank to use to contact you. If the Bank elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your address on file. A Notice of Claim, whether sent by you or by the Bank, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought. A Notice of Claim must only pertain to your Claims, and a single Notice of Claim may not pertain to any similar Claims of any other person.

You and the Bank agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and the Bank therefore agree that, after a Notice of Claim is sent but before either you or the Bank commence arbitration or file a claim in small claims court against the other, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim covered by this Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if the Bank is represented by counsel, its counsel may participate in the conference as well, but the Bank agrees to have a company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

If we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, you or the Bank may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, by filing a Claim in small claims court. You agree that you may not commence any arbitration or file a claim in small claims court unless you and the Bank are unable

to resolve the claim within 60 days after we receive your completed Notice of Claim and you have made a good faith effort to resolve your claim directly with the Bank during that time. If a Claim qualifies for small claims court, but a party commences an arbitration proceeding, you and Bank agree that either party may elect instead to have the Claim resolved in small claims court, and upon written notice of a party's election, the AAA will administratively close the arbitration proceeding. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration.

h. *Related Cases and Mass Arbitrations.* If your Notice of Claim involves claims similar to those of at least 25 other customers, and if you and those other customers are represented by the same lawyers, or by lawyers who are coordinating with each other, or if the Bank asserts 25 or more similar demands for arbitration or counterclaims against similarly-situated parties, within a period of 60 days or otherwise close in proximity, you and we agree that these claims will be related ("Related Cases"), and this shall be called a "Mass Arbitration." The following procedures will apply to a Mass Arbitration:

- i. *Acknowledgment of Related Cases procedure.* If you or the Bank, or your or our counsel, files a demand for arbitration that has Related Cases, then you and we agree that the demand for arbitration shall be subject to the additional protocols set forth in this Sub-Section (h). If the parties disagree as to whether a series of filings fits within the definition of Mass Arbitration above, the arbitration provider shall resolve the disagreement. You and we also acknowledge that the adjudication of the dispute may be delayed and that any applicable statute of limitations shall be tolled from the time of filing of the demand for arbitration, and pending resolution of the proceedings described in this Sub-Section (h).
- ii. *Bellwether Arbitrations.* Bellwether proceedings are encouraged by courts and arbitration administrators where there are multiple disputes involving similar claims against the same or related parties. The parties shall select ten individual arbitration claims (five per side), designated the "Initial Test Cases," to proceed to arbitration. Only the Initial Test Cases shall be filed with the arbitrator. All other claims shall be held in abeyance. This means that the filing fees will be paid only for the Initial Test Cases; for all other demands for arbitration, the filing fees (together with any arbitrator consideration of the other demands) will be in abeyance, and neither You nor the Bank will be required to pay any such filing fees. You and the Bank also agree that neither you nor we shall be deemed to be in breach of Section (h) for failure to pay any such filing fees, and that neither you nor we shall be entitled to any contractual, statutory, or other remedies, damages, or sanctions of any kind for failure to pay any such filing fees. If, pursuant to this subsection, a party files non-Bellwether Arbitrations with the arbitration provider, the parties agree that the arbitration provider shall hold those demands in abeyance and not refer them to the arbitrator pending resolution of the Initial Test Cases. Unless the claims are resolved in advance or the schedule is extended, the arbitrators will render a final award for the Initial Test Cases within 120 days of the initial pre-hearing conference.
- iii. *Global Mediation.* Following the resolution of the Initial Test Cases, the parties agree to engage in a global mediation of all the remaining individual arbitration claims ("Global Mediation"), deferring any filing costs associated with the non-Initial Test Cases until the Initial Test Cases and subsequent Global Mediation have concluded. After the final awards are provided to the mediator in the Initial Test Cases, the mediator and the parties shall have 90 days to agree upon a substantive methodology and make an offer to resolve the outstanding cases. If the Parties are unable to resolve the outstanding claims during the Global Mediation, the unresolved Claims may then be administered by the arbitration provider pursuant to this Agreement's Batch Arbitration provision below and the arbitrator's fee schedule for mass filings, unless the parties mutually agree otherwise in

writing. You and we also acknowledge that any applicable statute of limitations shall be tolled pending resolution of the Bellwether Arbitration and Global Mediation process.

- iv. *Batch Arbitration.* To increase the efficiency of administration and resolution of arbitrations, you and the Bank agree that in the event the Bellwether Arbitration and Global Mediation processes described above do not resolve the Claims, the arbitration provider will (1) administer the remaining arbitration demands in batches of 50 demands per batch; (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (“Batch Arbitration”). The final award will provide for individual merit decisions for each separate claimant within the single batch arbitration award.
- v. *Enforcement of Subsection.* A Court of competent jurisdiction shall have the power to enforce Section (h), including by injunctive, declaratory, or other relief.
- i. *Procedure.* A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years’ experience or who is a former or retired judge and will be selected by the parties from the AAA’s National Roster of arbitrators. The arbitrator will be selected using the following procedure: (a) the AAA will send the parties a list of five candidates meeting this criteria; (b) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the AAA within 10 days, striking up to two candidates for any reason or for no reason at all, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator. The arbitrator is bound by this Agreement. Except as otherwise provided below, all issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision.

The arbitration will follow the AAA’s rules and procedures in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the AAA’s rules and procedures and this arbitration provision, in which case this arbitration provision will govern. Any in-person arbitration hearing for a Claim will take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator will apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. (the “FAA”), and will honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable will apply to any arbitration proceeding. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any appropriate court may enter judgment upon the arbitrator’s award. This arbitration provision is made pursuant to a transaction involving interstate commerce and will be governed by the FAA.

## **II. FOR CALIFORNIA ACCOUNTHOLDERS ONLY, the following provisions will apply:<sup>2</sup>**

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY, AS IT AFFECTS YOUR AND OUR LEGAL RIGHTS. YOU HAVE THE RIGHT TO OPT OUT AS EXPLAINED IN SUB-SECTION (I) BELOW.**

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<sup>2</sup> (The Arbitration Provision for Non-California Accountholders is in Section I above).

- a. *Acknowledgment of Arbitration.* Your account is being made available and priced by the Bank on the basis of your acceptance of the following arbitration provision. By opening your account, you acknowledge that you are giving up the right to litigate Claims (as defined below) if either party elects arbitration of the Claims pursuant to this provision, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial before a judge or jury of all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.
- b. *Arbitration of Claims.* Except as expressly provided herein, any claim, dispute, or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; ordinance; common law; or equity and whether pre-existing, present, or future), including initial claims, counterclaims, cross-claims, and third-party claims, arising from or relating to (i) your Cash Account; (ii) any service relating to your Cash Account; (iii) the marketing of your Cash Account; (iv) this Agreement, including the validity, enforceability, interpretation, scope, or application of this Agreement and this arbitration provision (except for the Class Action Waiver in Sub-Section (e) below, which will be for a court not an arbitrator to decide); (v) data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us of any non-public information about you; (vi) claims concerning the method(s) we use to communicate with you by telephone or other electronic devices; (vii) any other agreement or instrument relating to your Cash Account or any related service; and (viii) the relationship(s) between you and the Bank resulting from any of the foregoing (“**Claim**”) will be decided, upon the election of you or the Bank (or Green Dot Corporation or the Bank’s agents, servicers, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration. Arbitration replaces the right to litigate a claim in court or to have a jury trial. The American Arbitration Association (“**AAA**”) will serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: online at <https://www.adr.org> or by writing to the AAA at: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. The arbitration will be governed by the AAA’s Consumer Arbitration Rules and, to the extent applicable, the Mass Arbitration Supplementary Rules (“**AAA Rules**”) in effect at the time the demand is filed, as modified by this arbitration provision. If the AAA is unable or unwilling to serve as the arbitration administrator and the parties are unable to agree on a substitute, a court with jurisdiction will select the arbitration administrator or arbitrator.
- c. *Other Claims Subject to Arbitration.* In addition to Claims brought by either you or the Bank, Claims made by or against Green Dot Corporation or by or against anyone connected with you or the Bank or claiming through you or the Bank (including an employee, agent, servicer, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) will be subject to arbitration as described herein.
- d. *Exceptions.* Notwithstanding the foregoing, either you or the Bank can seek to have a Claim resolved in small claims court (or an equivalent court) if all the requirements of the small claims court are satisfied. Either you or the Bank may seek to have a Claim resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence. However, if a Claim is transferred, removed or appealed from small claims court to a different court, such Claim shall be subject to arbitration pursuant to this arbitration provision. This arbitration provision also does not limit or constrain the Bank’s right to interplead funds in the

event of claims to account funds by several parties. Furthermore, this arbitration provision does not apply to litigation filed in state or federal court that is pending as of the date this arbitration provision took effect as long as such litigation is pending.

- e. ***Class Action Waiver.*** **Claims subject to this arbitration provision may not be arbitrated on a class action basis. No party subject to this arbitration provision shall have any right to participate as a member of any class of claimants in any court of law pertaining to any Claims subject to arbitration. Moreover, Claims may not be joined or consolidated in arbitration with any Claim of any other person unless otherwise agreed to by the parties or the AAA so orders.** (However, co-applicants, , and authorized users (if permitted) of a single Cash Account are considered as one person, and the Bank, its officers, directors, employees, agents, servicers, and affiliates are considered as one person). Nothing within the Agreement prohibits the application of the “Related Cases and Mass Arbitrations” procedures outlined in Sub-Section (h) below.
- f. ***Arbitration Fees.*** If you initiate arbitration, payment of all filing, administrative and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee; however, the Bank will reimburse you for this filing fee at the conclusion of the arbitration to the extent it exceeds the fee for filing a complaint in a federal or state court nearest your residence with jurisdiction over the Claims. If the arbitrator finds that either the substance of your Claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b) and/or AAA Consumer Arbitration Rule 46(c)), then the payment of all fees will be governed by the AAA Rules and the Bank will not reimburse your initial filing fee. The parties agree that the AAA has discretion to modify the amount or timing of any intake, administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or the Bank. If the Bank initiates or elects arbitration, the Bank will pay the entire amount of the arbitration fees, including any required deposit. The parties shall bear the fees and expenses of their own attorneys, experts and witnesses unless otherwise required by applicable law, this Agreement or the AAA Rules.
- g. ***Notice of Claim.*** If you elect to seek arbitration, you must first send to the Bank a written Notice of your Claim ("Notice of Claim"). The Notice of Claim to the Bank should be sent in care of our registered agent Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The Notice of Claim should include both the mailing address and email address you would like the Bank to use to contact you. If the Bank elects to seek arbitration, it will send, by certified mail, a written Notice of Claim to your address on file. A Notice of Claim, whether sent by you or by the Bank, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific amount of damages or other relief sought. A Notice of Claim must only pertain to your Claims, and a single Notice of Claim may not pertain to any similar Claims of any other person.

You and the Bank agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost and mutually beneficial outcome. You and the Bank therefore agree that, after a Notice of Claim is sent but before either you or the Bank commence arbitration or file a claim in small claims court against the other, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Claim covered by this Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to fully participate in the conference. Likewise, if the Bank is represented by counsel, its counsel may participate in the conference as well, but the Bank agrees to have a

company representative fully participate in the conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

If we do not reach an agreement to resolve the Claim within sixty (60) days after the Notice of Claim is received, you or the Bank may commence an arbitration proceeding by filing a Demand for Arbitration or, alternatively, by filing a Claim in small claims court. You agree that you may not commence any arbitration or file a claim in small claims court unless you and the Bank are unable to resolve the claim within 60 days after we receive your completed Notice of Claim and you have made a good faith effort to resolve your claim directly with the Bank during that time. If a Claim qualifies for small claims court, but a party commences an arbitration proceeding, you and Bank agree that either party may elect instead to have the Claim resolved in small claims court and seek to have the AAA administratively close the arbitration proceeding. Any dispute about whether a Claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Claim should proceed in arbitration.

h. *Related Cases and Mass Arbitrations.* If your Notice of Claim involves claims similar to those of at least 25 other customers, and if you and those other customers are represented by the same lawyers, or by lawyers who are coordinating with each other, or if the Bank asserts 25 or more similar demands for arbitration or counterclaims against similarly-situated parties (“Related Cases”), the AAA may determine that its Mass Arbitration Supplementary Rules will apply. In that event, the AAA Rules encourage the parties “to agree to processes for the efficient resolution of those cases.” To that end, you and we agree to ask the AAA to consider implementing the following procedures, while recognizing that modifications may be necessary to ensure expeditious, cost-effective and efficient resolution of the claims:

i. *Acknowledgment of Related Cases Procedure.* If you or the Bank, or your or our counsel, files a demand for arbitration that has Related Cases, then you and we acknowledge that the AAA may determine that its Mass Arbitration Supplementary Rules will apply. If the parties disagree as to whether the Mass Arbitration Supplementary Rules apply, the AAA shall resolve the disagreement. You and we also acknowledge that the adjudication of the dispute may be delayed and that any applicable statute of limitations shall be tolled from the time of filing of the demand for arbitration, and pending resolution of the Mass Arbitration proceedings.

ii. *Bellwether Arbitrations.* Bellwether proceedings are encouraged by courts and arbitration administrators where there are multiple disputes involving similar claims against the same or related parties. The parties shall select ten individual arbitration claims (five per side), designated the “Initial Test Cases,” to proceed to arbitration. Only the Initial Test Cases shall be filed with the arbitrator. All other claims shall be held in abeyance. This means that the filing and other administrative fees will be paid only for the Initial Test Cases; for all other demands for arbitration, the filing and other administrative fees (together with any arbitrator consideration of the other demands) will be held in abeyance, and neither you nor the Bank will be required to pay any such filing or other administrative fees. You and the Bank also agree that neither you nor we shall be deemed to be in breach of this Sub-Section (h) for failure to pay any such filing or other administrative fees, and that neither you nor we shall be entitled to any contractual, statutory, or other remedies, damages, or sanctions of any

kind for failure to pay any such filing or other administrative fees. If a party files non-Bellwether Arbitrations with the AAA, the parties agree that the AAA shall hold those demands in abeyance and not refer them to the arbitrator pending resolution of the Initial Test Cases. Unless the claims are resolved in advance or the schedule is extended, the arbitrators will render a final award for the Initial Test Cases within 120 days of the initial pre-hearing conference.

iii. *Global Mediation.* Following the resolution of the Initial Test Cases, the parties agree to engage in a global mediation of all the remaining individual arbitration claims (“Global Mediation”), deferring any filing or other administrative costs associated with the non-Initial Test Cases until the Initial Test Cases and subsequent Global Mediation have concluded. After the final awards are provided to the mediator in the Initial Test Cases, the mediator and the parties shall have 90 days to agree upon a substantive methodology and make an offer to resolve the outstanding cases. If the Parties are unable to resolve the outstanding claims during the Global Mediation, the unresolved Claims may then be administered by the AAA pursuant to this Agreement’s Batch Arbitration provision below and the AAA’s fee schedule for mass filings, unless the parties mutually agree otherwise in writing. You and we also acknowledge that any applicable statute of limitations shall be tolled pending resolution of the Bellwether Arbitration and Global Mediation processes.

iv. *Batch Arbitration.* To increase the efficiency of administration and resolution of arbitrations, you and the Bank agree that in the event the Bellwether Arbitration and Global Mediation processes described above do not resolve the Claims, the AAA will (1) administer the remaining arbitration demands in batches of 50 demands per batch; (2) appoint one arbitrator for each batch pursuant to a process agreed to by the parties; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (“Batch Arbitration”). The final award will provide for individual merit decisions for each separate claimant within the single batch arbitration award.

v. *Enforcement of Subsection.* A court of competent jurisdiction shall have the power to enforce this Sub-Section (h), including by injunctive, declaratory, or other relief.

i. *Procedure.* A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years of experience practicing law or who is a former or retired judge. The arbitration shall follow the rules and procedures of the AAA in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the AAA Rules and this arbitration provision or other terms of this Agreement, in which case this arbitration provision shall govern. Any in-person arbitration hearing for a Claim shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”) and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in

equity. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Any appropriate court with jurisdiction may enter judgment upon the arbitrator's award. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any Claim involving anyone who is not a party to the arbitration, nor will an arbitration award in prior Claims involving other parties have preclusive effect in an arbitration between the parties to this arbitration provision. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA. This arbitration provision shall survive (i) the termination or suspension of your account or this Agreement or of any subsequent agreement between us; (ii) changes to your account or related services; (iii) the bankruptcy of any party; (iv) other legal proceedings; (v) transfer or assignment of your account or any related services; and (vi) any use of the right to setoff or other self-help remedies.

- j. *Appeals.* You and we have a limited right to appeal the arbitrator's award as permitted under the FAA. In addition, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the AAA. The panel shall reconsider any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with Sub-Section (f) above titled "Arbitration Fees" and AAA Consumer Arbitration Rule 58.
- k. *Severance.* If any part of this arbitration provision is found to be invalid or unenforceable, then that specific part shall be severed, and the rest of this arbitration provision will continue in full force and effect, except that the entire arbitration provision (other than this sentence) shall be null and void with respect to any Claim asserted on a class action basis if the Class Action Waiver is held to be invalid with respect to such Claim and that determination becomes final after all appeals have been exhausted.
- l. *Right to Opt Out of Arbitration Provision.* If you do not want this arbitration provision to apply, you may reject it by mailing us a written rejection notice which gives your full name, address and account number as listed on your account and contains a statement that you (both or all of you, if more than one) reject the arbitration provision in your Agreement. The rejection notice must be signed by you and sent by U.S. Mail to Green Dot Bank, Attention: Arbitration Opt Out, P.O. Box 1070, West Chester, OH 45071 within 30 days of the later of (a) the date you opened your account or (b) the date we sent you notice of this arbitration provision. Rejection of this arbitration provision will not affect your other rights or responsibilities under this Agreement and will not adversely affect your account. Rejecting this arbitration provision will not reject any previous arbitration provision to which you are a party, which will remain in full force and effect according to its terms. Your rejection of this arbitration provision shall not be imputed to any other person or entity or be deemed to be a rejection of this arbitration provision by any person or entity other than you. Nor shall your rejection of this arbitration provision eliminate the obligation of other persons or entities who wish to reject this arbitration provision to personally comply with the notice and time requirements of this opt out provision.



## Appendix A

### ELECTRONIC COMMUNICATIONS AGREEMENT

**Agreement to Electronic Communications and Signatures.** Green Dot Bank may need to provide you with certain information, agreements, and disclosures in writing in connection with the accounts and services offered by Bank (“**Communications**”). By agreeing to this Electronic Communications Agreement (for purposes of this Appendix only, this “**Agreement**”), you are confirming your ability, and providing your consent, to: (i) receive Communications electronically from Bank and our designees instead of in paper form and (ii) use electronic signatures in connection with our relationship with you. Without limiting the foregoing, you further agree that Communications may be provided to you via email, text message, the Website, the Mobile App, and any other reasonable electronic notification methods.

Our ability to provide Communications to you electronically is dependent upon you maintaining a valid, working email address. Therefore, you agree to provide us with and maintain a valid, working email address for Communications that will be delivered by email and that you will promptly notify us of any change to your email address. For Communications that are provided to you via email, text message, the Website, the Mobile App, or another electronic notification method, it is your responsibility to promptly review those Communications. We and our designees may, at our discretion, mail paper copies of Communications to you, in addition to or instead of sending them to you electronically.

**By agreeing to this Agreement, you consent, understand, and agree that: (i) you are entering into this Agreement electronically; (ii) you meet the minimum hardware and software requirements specified below; (iii) your consent to receive Communications electronically will remain valid until you withdraw your consent; and (iv) Communications that may be provided electronically include, but are not limited to, the following:**

- Agreements (including account agreements) and disclosures, including changes to and updated versions of those agreements and disclosures;
- Bank’s Privacy Policy, as well as annual notices and other disclosures regarding Bank’s Privacy Policy;
- Information regarding use of your account(s) and our services, including your account balances and activity for your account(s);
- Account statements, authorizations, receipts, and transaction histories for your account(s);
- Notices to you of the resolution of any error regarding your account(s); and
- Inquiries and notices to you about transactions performed.

In order to access, view, and print/retain Communications electronically, you must have:

- Access to a device (e.g., a computer, smartphone, mobile, device, tablet, etc.) that is suitable for connecting to the Internet or downloading the Mobile App and has a Current Version (as defined below) of: (i) an operating system, such as Windows, Mac OS, iOS or Android and (ii) an Internet browser, such as Chrome, Safari, or Firefox, that we support;
- A connection to the Internet;
- Local electronic storage capacity to retain Communications and/or a printer to print Communications;
- A valid, working email address and software to access it; and
- Software that enables you to view and display files in HTML and PDF format.

By “**Current Version**,” we mean a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your Internet browser be configured in a particular way, such as permitting the use of JavaScript or cookies. If we detect that your Internet browser is not properly configured, we may provide you with a notice and advice on how to update your configuration. We reserve the right to discontinue support of a Current Version of an operating system or Internet browser if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

We reserve the right to modify this Agreement in our discretion. We will provide you with notice of any modifications, as required by applicable law.

**Consent to receiving electronic Communications is a requirement of being able to open and maintain an account with Bank. Except as may be required by applicable law, you do not have the option of requesting Communications in paper or other non-electronic form. You can withdraw your consent only by closing your account. " close your account, please see instructions within this link "[How do I close my Crypto.com App/Web account?](#)**

Rev. January 2026

**Appendix B**  
**Demand Deposit Marketplace® (DDM®) with IDEA<sup>SM</sup> Feature Program**  
**Customer Terms and Conditions**

**Green Dot Bank Important Legal Disclosure:.** FDIC insurance only covers the failure of an FDIC-insured institution. Certain conditions must be satisfied for FDIC pass-through deposit insurance coverage to apply. Go to <https://help.crypto.com/en/articles/11549765-insurance-united-states> for a list of the FDIC-insured institutions with which we have a direct or indirect business relationship for the placement of deposits under the Program and into which we may place your deposits (subject to these Customer Terms and Conditions).

**PLEASE READ THESE CUSTOMER TERMS AND CONDITIONS CAREFULLY. BY SWEEPING, PLACING OR MAINTAINING ANY FUNDS IN THE PROGRAM, YOU ARE AGREEING TO THESE CUSTOMER TERMS AND CONDITIONS WITH GREEN DOT BANK. YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE RECEIVED, READ, AND UNDERSTAND THESE CUSTOMER TERMS AND CONDITIONS. ANY QUESTIONS YOU HAVE REGARDING THE PROGRAM OR THESE CUSTOMER TERMS AND CONDITIONS SHOULD BE DIRECTED TO US AT <https://chat.crypto.com/>.**

**YOU ACKNOWLEDGE THAT ONLY THE DEPOSITS IN YOUR CASH EARN SAVINGS SUBACCOUNT WILL BE LINKED TO THE PROGRAM.**

**YOU FURTHER ACKNOWLEDGE THAT ONLY \$5,000,000 OF THE FUNDS IN YOUR CASH EARN SAVINGS SUBACCOUNT WILL BE SWEPT AND DEPOSITED INTO DEPOSIT ACCOUNTS AT RECEIVING INSTITUTIONS THROUGH THE PROGRAM. ANY AMOUNTS IN YOUR CASH EARN SAVINGS SUBACCOUNT EXCEEDING \$5,000,000 WILL REMAIN AT GREEN DOT BANK AND WILL BE SUBJECT TO THE THEN CURRENT STANDARD MAXIMUM DEPOSIT INSURANCE AMOUNT (“SMDIA”), WHICH IS CURRENTLY \$250,000 PER LEGAL CATEGORY OF ACCOUNT OWNERSHIP AT GREEN DOT BANK.**

**THESE CUSTOMER TERMS AND CONDITIONS RELATING TO THE PROGRAM ARE A BINDING CONTRACT BETWEEN YOU AND GREEN DOT BANK. YOU UNDERSTAND THAT, AT ANY TIME, YOU MAY TERMINATE YOUR PARTICIPATION IN THE PROGRAM BY CLOSING YOUR DEPOSIT ACCOUNT WITH GREEN DOT BANK THAT IS LINKED TO THE PROGRAM AND IN SUCH CASE, THE FUNDS HELD THROUGH THE PROGRAM WILL BE CREDITED TO SUCH DEPOSIT ACCOUNT AT GREEN DOT BANK.**

**I. INTRODUCTION**

**A.** Green Dot Bank ( “**Green Dot Bank**”, “**us**”, “**we**” or “**our**”) makes available the Demand Deposit Marketplace® (DDM®) with IDEA<sup>SM</sup> Feature (“**Program**”) to its customers (“**Customer**,” “**you**” or “**your**”) that have a **Cash Earn Savings subaccount** with Green Dot Bank, subject to these Customer Terms and Conditions (as may be updated from time to time in accordance herewith (“**Customer T&Cs**”) and such other disclosures that Green Dot Bank may provide to you from time to time with respect to the Program. Under the Program, Green Dot Bank, as your agent, will endeavor, directly or acting through R&T Deposit Marketplace, LLC d/b/a R&T Deposit Solutions (“**R&T**”) and other intermediaries and agents, to deposit funds from your Cash Earn Savings subaccount into Program Accounts (as defined below) at receiving banks or savings associations (“**Receiving Institutions**”) that are members of the Federal Deposit Insurance Corporation (“**FDIC**”). By participating in the Program, you may be eligible to access an expanded level of deposit insurance coverage on Program Deposits (as defined below) up to \$5,000,000 (“**Program Limit**”), subject to these Customer T&Cs.

**B.** The Program is available, in Green Dot Bank’s sole discretion, to individuals that are eligible to maintain a Cash Earn Savings Subaccount. It is your sole responsibility to ensure that the Program satisfies any deposit or other objectives, guidelines, requirements or laws or regulations applicable to you with respect to the deposit or investment of any funds placed into the Program. To obtain access to deposit insurance coverage on Program Deposits under the Program, you may be required to provide updated proper tax and other identification information to Green Dot Bank.

**C.** Your participation in the Program applies with respect to the Cash Earn Savings subaccount at Green Dot Bank. When you elect to establish a Cash Earn Savings subaccount, you will be electing to participate in the Program,

according to the terms, and under the conditions, set out in these **Customer T&Cs** (as updated from time to time in accordance herewith), which includes appointing Green Dot Bank as your agent pursuant to the Agency Appointment set forth in Section II hereof (“**Agency Appointment**”). Green Dot Bank may rely upon such Agency Appointment for all purposes relating to your participation in the Program, including with respect to the Cash Earn Savings subaccount to which the Program applies and deposits to and withdrawals from the Program.

D. The Program offered to you includes an automatic sweep of funds in and out of the Program (“**Automatic Sweep Feature**”). As part of the Automatic Sweep Feature, funds in your Cash Earn Savings subaccount will be automatically swept to and from Program Accounts at Receiving Institutions under the Program as further described in these Customer T&Cs below.

E. Green Dot Bank acts as your agent with respect to the Program, including with respect to deposits made to, and withdrawals from, Program Accounts, whether directly or indirectly through Green Dot Bank’s agents, sub-agents and/or third-party service providers, including R&T, Stable, Settlement Bank and Custodian (as those terms are defined below). Your deposits while maintained at Green Dot Bank are eligible for deposit insurance coverage.

F. Green Dot Bank engages R&T to act as the administrator of the Program and to provide administrative, recordkeeping, and other related services to Green Dot Bank. Those administrative and other services include the technology to facilitate the transfer of Program Deposits to, and from, the Program Accounts at Receiving Institutions under the Program. R&T’s affiliate Stable Custody Group II LLC (“**Stable**”) establishes and maintains certain Program Accounts at the Receiving Institutions in the name of Stable (or another custodian as selected by R&T) as agent for the institutions participating in the Program (including Green Dot Bank) as agent for its customers (including you). Program Accounts may be held in the name of Green Dot Bank as agent for its customers (including you). R&T has also engaged a Settlement Bank and Custodian (as defined and further described below) to assist in administration of the Program, including executing such funds transfers. By participating in the Program, you hereby authorize (i) Green Dot Bank to act as your agent for all purposes with respect to such Program, (ii) the appointment by Green Dot Bank (of Stable as agent for the purpose of holding Program Deposits at Settlement Bank and Receiving Institutions in such agent capacity in connection with the Program (and, thus, your sub-agent) and (iii) Green Dot Bank’s (and its agents’ or sub-agents’) appointment and use of other agents and third-party service providers as may be selected from time to time with or without notice to you, including, without limitation, the Settlement Bank and Custodian. Additional information about R&T, Stable, the Settlement Bank and Custodian is provided in Sections I.H. (Additional Information about Green Dot Bank), I.I (Additional Information about R&T and Stable), and I.J (Additional Information about Settlement Bank and Custodian) below.

G. You agree to be bound by all such acts described in this section by Green Dot Bank, and R&T or its affiliates, whom you further hereby authorize, in turn, to appoint such other agents and third-party service providers as Green Dot Bank or R&T may select from time to time with or without notice to you, including the Settlement Bank and Custodian, and for which you agree to be bound by their acts.

H. Additional Information about Green Dot Bank. Green Dot Bank is a bank chartered under the laws of the state of Utah whose deposits are insured by the Federal Deposit Insurance Corporation (“FDIC”), subject to applicable laws, regulations and guidance, including FDIC pass-through deposit insurance requirements.

I. Additional Information about R&T and Stable

1. R&T acts as the administrator of the Program and provides services to Green Dot Bank, such as recordkeeping, administrative, and other services relating to that Program. Stable acts as agent for Green Dot Bank and, thus, your sub-agent for the purpose of holding Program Deposits at Settlement Bank and Receiving Institutions in such agent capacity in connection with the Program. Neither R&T nor Stable is a bank, credit union, broker-dealer, or investment adviser. Neither Stable nor R&T provide any investment-related advice or make any recommendations to you or Green Dot Bank. You are a customer of Green Dot Bank and you do not have, and nothing herein or otherwise creates, any customer or other direct, indirect or third-party beneficiary relationship between you and R&T or Stable or any duty or obligation (express or implied) owed by R&T or Stable to you, including any fiduciary or disclosure obligation. The Program Accounts at the Receiving Institutions are opened and maintained in a manner designed to preserve the eligibility of Program Deposits for pass-through deposit insurance coverage. R&T administers an Allocation Process (as defined below) to determine the Receiving Institution(s) into which Program Deposits will be deposited under the Program, and maintains a ledger of allocations of Program Deposits at the Receiving Institutions.

**J. Additional Information about Settlement Bank and Custodian**

1. You understand that R&T, from time to time, may engage a settlement bank (“**Settlement Bank**”) and/or a custodian (“**Custodian**”) to assist R&T in its administration of the Program. The Settlement Bank and Custodian is currently Citizens National Bank N.A. The Settlement Bank and/or Custodian may change, at any time, in R&T’s or Green Dot Bank’s sole discretion, with or without notice to you. The Settlement Bank is primarily responsible for executing the transfer of Program Deposits to and from the Receiving Institutions as a result of deposits to, and withdrawals, of funds from the Program. The Custodian is primarily responsible for performing reconciliations between a custody account at Custodian and the Program Deposits at the Receiving Institutions. Custodian has appointed Stable as its sub-custodian with respect to the Program, including to open and maintain Program Accounts at the Receiving Institutions in the name of Stable (or another custodian as selected by R&T) and hold Program Deposits at Settlement Bank and Receiving Institutions as Green Dot Bank’s agent) and, thus, your sub-agent. The accounts at the Settlement Bank are maintained in a manner designed to preserve the eligibility of Program Deposits for pass-through deposit insurance coverage. Green Dot Bank maintains records of the Program Deposits held in such accounts.

**K. Additional Information about the IDEA<sup>SM</sup> Feature.** Under the IDEA<sup>SM</sup> Feature of the Program, Program Deposits are allocated to up to the 22 Receiving Institutions (or such other number as notified to you by Green Dot Bank from time to time) using a percentage that is equal to or less than the Maximum IDEA Percentage (defined below) in order to obtain expanded deposit insurance coverage on the Program Deposits, up to the Program Limit. In connection with your participation in the IDEA<sup>SM</sup> Feature of the Program, Green Dot Bank maintains your underlying records. The IDEA<sup>SM</sup> Feature allows Green Dot Bank the ability to provide you with access to the Program without having to disclose Your Personal Information (defined below) to the Receiving Institutions, Settlement Bank, Custodian, or R&T except as set forth in Section X(D) (Your Personal Information) below.

**II. AGENCY APPOINTMENT; AUTOMATIC SWEEP FEATURE AUTHORIZATION**

**A. Agency Appointment & Relationships.** You hereby appoint Green Dot Bank as your agent or sub-agent for all purposes with respect to the Program, including to (directly or indirectly through its agents and sub-agents, including Stable and its respective agents and third-party service providers, including Custodian) open and maintain one or more Program Accounts at one or more Receiving Institutions and hold Program Deposits at Receiving Institutions. Such Program Accounts shall be held in the name of Green Dot Bank’s agent, Stable (or another custodian as selected by R&T) as agent for the institutions participating in the Program (including Green Dot Bank) as agent for its customers (including you). Program Accounts also may be held in the name of Green Dot Bank as agent for its customers (including you). Program Deposits in the Program Accounts are owned beneficially by Customer and other Program customers. You hereby direct Green Dot Bank, as your agent or sub-agent, to effect deposits to and withdrawals from such Program Accounts pursuant to these Customer T&Cs. You further authorize Green Dot Bank to appoint and authorize R&T to administer the Program, including to provide technology services to facilitate deposits to and withdrawals from such Program Accounts. You further authorize R&T to engage other agents and third-party service providers, including the Settlement Bank and Custodian, to assist it in administering the Program. You agree to be bound by all acts by Green Dot Bank, R&T and Stable whom Customer further hereby authorizes, in turn, to appoint such other agents and service providers from time to time with or without notice to you, including the Settlement Bank and Custodian, and for which you agree to be bound by their acts.

**B. Automatic Sweep Feature Authorization.** You hereby authorize Green Dot Bank, acting as your agent, to sweep all funds in the Cash Earn Savings subaccount into the Program as more particularly described in, and in accordance with, these Customer Ts&Cs.

**III. PROGRAM DEPOSITS**

**A.** The Program is designed so that funds transferred from your Cash Earn Savings subaccount at Green Dot Bank to the Program Accounts at the Receiving Institutions under the Program, together with any accrued or posted interest earned thereon that remains held on deposit in the Program Accounts, (collectively, “**Program Deposits**”) are held and maintained at up to 22 Receiving Institutions on the IDEA Eligible Receiving Institution List (or such other number as notified to you by Green Dot Bank from time to time) according to a percentage allocation (which may be the same or different percentages per Receiving Institution, as determined by R&T) up to the Maximum IDEA Percentage. The “**Maximum IDEA Percentage**” is a percentage set by R&T for each Receiving Institution based on (i) the Program Limit and (ii) the then-current standard maximum deposit insurance amount (“**SMDIA**”) (currently, \$250,000) per Customer

Identifier (as defined below), per Account Ownership Category (as defined below) and per Receiving Institution. The Maximum IDEA Percentage may be re-set by R&T at any time, in its sole discretion. The list of Receiving Institutions may change from time to time. The percentage of Program Deposits held at each Receiving Institution will not be equal across all Receiving Institutions. The most recent list of Receiving Institutions and the percentage of Program Deposits held at each such Receiving Institution is available at <https://help.crypto.com/en/articles/11549765-insurance-united-states>.

B. Program Deposits may be placed into money market deposit accounts (“**MMDAs**”) or demand deposit accounts (“**DDAs**”) (such MMDAs and DDAs, each a “**Program Account**” and collectively, the “**Program Accounts**”) at one or more Receiving Institutions (or such other number as notified to you by Green Dot Bank from time to time)).

C. If you elect to establish a Cash Earn Savings subaccount, you will be electing to participate in the Program and authorizing Green Dot Bank to, acting as your agent and without further authorization, withdraw up to \$5,000,000 of the funds on deposit in your Cash Earn Savings subaccount (“Sweep Deposit Amount”) on any Business Day (as defined below), and sweep those funds from your Cash Earn Savings subaccount into Program Accounts at one or more Receiving Institutions. Any amounts in your Cash Earn Savings subaccount exceeding \$5,000,000 will remain at Green Dot Bank and will be subject to the then current SMDIA, which is currently \$250,000 per legal category of account ownership at Green Dot Bank.

D. The deposit and processing of funds into the Program may only be made through your Cash Earn Savings subaccount at Green Dot Bank, subject to any account agreement between you and Green Dot Bank relating to your Cash Earn Savings subaccount, and cannot be made by you directly through R&T or its affiliates, the Settlement Bank, Custodian or any Receiving Institution or directly through the Program Accounts.

E. You can contact Green Dot Bank to confirm your aggregate principal balance in the Program Accounts at any time.

#### **IV. PROGRAM LIMIT; ACKNOWLEDGMENT**

##### **A. Program Limit**

1. Notwithstanding anything to the contrary in these Customer T&Cs or otherwise, Green Dot Bank, from time to time, sets a limit on the maximum amount of expanded deposit insurance coverage that you may be eligible to access on Program Deposits under such Program (subject to these Customer T&Cs and applicable laws, regulations, and guidance, including those concerning FDIC pass-through insurance), which limit is up to \$5,000,000 (the “**Program Limit**”). The Program Limit is an amount per Eligible Depositor, and generally depends on the number of Receiving Institutions in the Program that can receive Program Deposits at any given time.

2. Green Dot Bank may change the Program Limit at any time by notifying you of the change.

3. Once funds are deposited into and received by the Program Accounts at the Receiving Institutions, those funds may be eligible for access to expanded deposit insurance coverage up to the Program Limit. The Program is designed so that Program Deposits (inclusive of any accrued or posted interest) are maintained in Program Accounts at Receiving Institutions up to the Maximum IDEA Percentage, subject to these Customer T&Cs.

##### **B. Program Limit Acknowledgment**

**YOU ACKNOWLEDGE THAT ONLY \$5,000,000 OF THE FUNDS IN YOUR CASH EARN SAVINGS SUBACCOUNT WILL BE SWEPT AND DEPOSITED INTO DEPOSIT ACCOUNTS AT RECEIVING INSTITUTIONS THROUGH THE PROGRAM. ANY AMOUNTS IN YOUR CASH EARN SAVINGS SUBACCOUNT EXCEEDING \$5,000,000 WILL REMAIN AT GREEN DOT BANK AND WILL BE SUBJECT TO THE THEN CURRENT SMDIA, WHICH IS CURRENTLY \$250,000 PER LEGAL CATEGORY OF ACCOUNT OWNERSHIP AT GREEN DOT BANK.**

## **V. PROGRAM ACCOUNTS AT RECEIVING INSTITUTIONS**

**A.** Each Program Account (including the principal balance and any accrued or posted interest maintained in that Program Account) constitutes a deposit liability of the Receiving Institution at which it is held, and is not, directly or indirectly, a deposit liability or other obligation to you of Green Dot Bank, R&T or its affiliates, the Settlement Bank or the Custodian.

**B.** The Program Accounts at the Receiving Institutions are established and maintained in a manner designed to preserve the eligibility of Program Deposits for pass-through deposit insurance coverage. Each Program Account is recorded in the books and records of Receiving Institution in the name of Stable(or other custodian selected by R&T), as agent for the institutions participating in the Program (including Green Dot Bank), as agent for its customers (including you). Program Accounts also may be held in the name of Green Dot Bank as agent for its customers (including you).

**C.** Each Program Account is a deposit account and may hold funds on your behalf, as well as funds on behalf of other customers participating in the Program. The ownership of Program Deposits in each Program Account will be evidenced by an entry in the records maintained by Green Dot Bank. R&T maintains a ledger of allocations of Program Deposits at Receiving Institutions.

**D.** You will not be issued any evidence of ownership of a Program Deposit at the Receiving Institutions, such as a passbook or certificate. However, Green Dot Bank (will provide you with a summary of all deposits to and withdrawals from the Program, the name of each Receiving Institution that holds Program Deposits, and deposit balance(s) upon request.

### **E. IDEA Eligible Receiving Institution List**

**1.** A link to the current list of Receiving Institutions that may, at any time, hold Program Deposits under the Program (“**IDEA Eligible Receiving Institution List**”) and the percentage of Program Deposits held at each Receiving Institution can be found at available at <https://help.crypto.com/en/articles/11549765-insurance-united-states>. The IDEA Eligible Receiving Institution List and the percentage of Program Deposits held at each Receiving Institution can be changed by Green Dot Bank at any time, with or without notice provided to you. Accordingly, you should regularly review the IDEA Eligible Receiving Institution List at <https://help.crypto.com/en/articles/11549765-insurance-united-states>.

**2.** R&T runs an Allocation Process (as defined below) for the allocation of Program Deposits at the Receiving Institutions. At any time during which Program Deposits are maintained in the Program, Program Deposits may be transferred from one Receiving Institution to another Receiving Institution pursuant to the Allocation Process. See Section VI (Allocation Process) for more information.

**3.** **You are solely responsible for monitoring the Receiving Institutions on the IDEA Eligible Receiving Institution List that may, at any time during your participation in the Program, hold Program Deposits.** You cannot exclude or opt-out of any specific Receiving Institution from the IDEA Eligible Receiving Institution List from receiving Program Deposits under the Program. If you do not wish to have your funds deposited at any of the Receiving Institutions on the IDEA Eligible Receiving Institution List, you should not participate in the Program.

**4.** You can obtain publicly available financial information concerning any Receiving Institution at <https://www.ffiec.gov/NPW> or by contacting the FDIC Public Information Center by phone at 877-ASK-FDIC (877-275-3342) from 8:00 am – 6:00 pm ET (Monday-Friday) and 8:00 am – 1:00 pm ET (Saturday), excluding Federal Holidays. You also can receive publicly available information from the National Information Center of the Federal Reserve System at [www.ffiec.gov/nicpubweb/nicweb/nichome.aspx](http://www.ffiec.gov/nicpubweb/nicweb/nichome.aspx).

**5.** None of Green Dot Bank, R&T or its affiliates, the Settlement Bank or the Custodian guarantee or make any representations or warranties regarding the financial condition of any Receiving Institution or the accuracy of any publicly available financial information concerning a Receiving Institution.

## VI. ALLOCATION PROCESS

A. Regardless of whether Green Dot Bank uses your taxpayer identification number (“**TIN**”) or a unique customer identifier assigned by Green Dot Bank, or its servicer or agent (such TIN or unique customer identifier, your (“**Customer Identifier**”)) to identify you, Program Deposits will be allocated and deposited to Receiving Institutions on a percentage basis up to the Maximum IDEA Percentage and based on the understanding that you are not placing any funds or other deposits at Receiving Institutions (whether through the Program offered to you by Green Dot Bank or outside of the Program offered to you by Green Dot Bank).

B. Each Business Day, Program Deposits are allocated by R&T to Receiving Institutions on a percentage basis up to the Maximum IDEA Percentage. Allocations are based on an allocation algorithm determined by R&T for the purposes of providing customers in the Program access to expanded deposit insurance coverage on Program Deposits, up to the Program Limit (the “**Allocation Process**”). Through the Allocation Process, a transfer of funds may occur from one Receiving Institution to another Receiving Institution, and as a result of this process, the Receiving Institutions that hold Program Deposits on any Business Day, and the amount allocated to a Receiving Institution on any Business Day, may *differ* from the prior Business Days. The Settlement Bank is responsible for the execution of any funds transfers, based on the allocation instructions from R&T. By participating in the Program, you hereby authorize and consent to the Allocation Process with respect to Program Deposits.

C. The Allocation Process is designed to ensure the total amount of Program Deposits (both principal and any accrued or posted interest) allocated to any one Receiving Institution does not exceed the Maximum IDEA Percentage, subject to these Customer T&Cs.

D. You cannot specify an amount of funds to be allocated to a specific Receiving Institution, and you cannot opt-out of any Receiving Institution on the IDEA Eligible Receiving Institution List from receiving Program Deposits under the Program.

E. The Allocation Process takes into consideration various factors, including the need for certain Receiving Institutions to receive deposits in certain amounts, limits on the amount that certain participating sending institutions are authorized to place under the Program, and limits on the amount that certain Receiving Institutions have agreed to receive under the Program. The Allocation Process also may be affected by various objectives, limits or requirements of Green Dot Bank, R&T or its affiliates, and/or the Receiving Institutions, including administrative convenience.

## VII. WITHDRAWALS FROM THE PROGRAM

A. All withdrawals from the Program are processed through your Cash Earn Savings subaccount held at Green Dot Bank subject to your accountholder agreement governing your Cash Earn Savings subaccount with Green Dot Bank, and not directly through the Program Accounts. The withdrawals of some or all Program Deposits from the Program can only be made through your Cash Earn Savings subaccount at Green Dot Bank and cannot be made by you by contacting R&T or its affiliates, Settlement Bank, Custodian or any Receiving Institution.

B. To the extent necessary to increase the balance in your Cash Earn Savings subaccount on any Business Day, Green Dot Bank will, acting as your agent and without further authorization, effect a withdrawal of such amounts from the Program and deposit those funds back into your Cash Earn Savings subaccount. Green Dot Bank may, in its sole discretion, make funds available to you when a pending Program withdrawal has been requested from a Receiving Institution. In such case, Green Dot Bank will provide to you those funds and Green Dot Bank will be entitled to retain an amount equal to the funds that Green Dot Bank will receive from Receiving Institutions under the Program. With respect to any such amounts, you hereby grant Green Dot Bank a first priority security interest in, and a lien on, such funds due from the Receiving Institutions, as your agent pursuant to these Customer T&Cs.

C. If, in a separate agreement, you have granted Green Dot Bank a security interest in the Program Accounts or in any security entitlements or other interests or assets relating to your Program Accounts as collateral for any loan that Green Dot Bank may have extended to you, Green Dot Bank may decline to honor a request for a Program withdrawal (or decline a transaction from your Cash Earn Savings subaccount that would give rise to a Program withdrawal) to the extent you pledged your Program Accounts as collateral to Green Dot Bank, and that such a withdrawal would cause your balance in the Program Accounts under the Program to fall below the loan amount or other amount that you have agreed to maintain

in your Program Accounts or to which the security interest applies. If, in a separate agreement, you have granted Green Dot Bank a security interest in your Cash Earn Savings subaccount, Green Dot Bank may decline to honor transactions in the Cash Earn Savings subaccount in accordance with that separate agreement and any statutory rights of setoff that Green Dot Bank may exercise.

### **VIII. PROGRAM RISKS**

**A.** Your ability to access deposit insurance coverage on Program Deposits maintained at Receiving Institutions under the Program is subject to laws, regulations and guidance, including those concerning FDIC pass-through insurance. The extent of, and limitations on, deposit insurance coverage are discussed in Section IX (Deposit Insurance Coverage), which you should review carefully.

**B.** You are solely responsible for monitoring the AGGREGATE AMOUNT OF FUNDS THAT YOU HOLD (OR THAT ARE HELD FOR YOUR BENEFIT) ON DEPOSIT AT ANY RECEIVING INSTITUTION, WHETHER THROUGH THE PROGRAM OFFERED TO YOU BY YOUR INSTITUTION OR OUTSIDE OF THE PROGRAM OFFERED TO YOU BY YOUR INSTITUTION, to determine the extent of your eligibility for deposit insurance coverage at that Receiving Institution. None of Green Dot Bank, R&T or its affiliates, Settlement Bank, Custodian or any Receiving Institution monitors that aggregate amount. The aggregate amount of deposits at a Receiving Institution will include Program Deposits held at that Receiving Institution under the Program offered to you by Green Dot Bank, as well as any deposits that you hold (or that are held on your behalf) at that Receiving Institution outside of the Program offered to you by Green Dot Bank (whether directly or indirectly, including through other intermediaries, such as broker-dealers), or through multiple Programs offered to you by Green Dot Bank. ANY AMOUNTS IN EXCESS OF THE THEN-CURRENT SMDIA (CURRENTLY, \$250,000) PER ELIGIBLE DEPOSITOR (E.G., BASED ON TIN), PER ACCOUNT OWNERSHIP CATEGORY AT THAT RECEIVING INSTITUTION, WILL NOT BE ELIGIBLE FOR DEPOSIT INSURANCE COVERAGE (subject to applicable laws which may permit eligibility). You should review the IDEA Eligible Receiving Institution List carefully and not participate in the Program if you hold deposits (or deposits are held for your benefit) at any Receiving Institutions on that List of Receiving Institution outside of the Program offered to you by Green Dot Bank or through multiple Programs or programs offered to you by Green Dot Bank or other institutions. The IDEA Eligible Receiving Institution List may change from time to time, and you may review the most recent list at <https://help.crypto.com/en/articles/11549765-insurance-united-states>.

**C. Failure of Green Dot Bank, or Settlement Bank.** Green Dot Bank hereby notifies you that **FDIC insurance only covers the failure of an FDIC-insured institution. Certain conditions must be satisfied for FDIC pass-through deposit insurance coverage to apply. See Section V.E (IDEA Eligible Receiving Institution List) above for details on how to locate the list of the FDIC-insured institutions with which Green Dot Bank has a business relationship for the placement of deposits under the Program, and into which Green Dot Bank may place deposits, subject to these Customer T&Cs.**

**D. Failure of a Receiving Institution.**

**1.** In the event of a failure of a Receiving Institution, the FDIC is appointed as receiver or conservator of such Receiving Institution, there may be a time period during which you may not be able to access Program Deposits held at that Receiving Institution.

**2.** In the event of a failure of a Receiving Institution at any point in time when Program Deposits are held at that Receiving Institution, an FDIC claim would be filed on your behalf for an amount of up to the then-current SMDIA (currently, \$250,000) per Eligible Depositor per Account Ownership Category. Although the FDIC typically makes these payments within several days, there is no specific time period during which the FDIC is required to make deposit insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC before deposit insurance payments are made.

**3.** If a Receiving Institution fails at any point in time when Program Deposits are on deposit at such Receiving Institution, those Program Deposits (as well as any other deposits you hold or that are held for your benefit at that Receiving Institution) will only be eligible for deposit insurance coverage up to the then-current SMDIA (currently \$250,000) per Eligible Depositor, per Account Ownership Category.

**E. Risk of Uninsured Funds.** As further set forth in Section IX.A.5 (Program Deposits Held at Green Dot Bank, or Settlement Bank), any funds placed into the Program will not be eligible for expanded deposit insurance coverage up to the Program Limit under the Program at any time *before* those funds are received by, and become deposits at, the Receiving Institutions. Similarly, funds will not be eligible for access to expanded deposit insurance coverage up to the Program Limit under the Program *after* those funds are withdrawn from the Receiving Institutions. **If you cannot accept the risk of having uninsured deposits, you should not deposit funds into a Cash Earn Savings subaccount.** Any amounts in your Cash Earn Savings subaccount exceeding \$5,000,000 will remain at Green Dot Bank and will be subject to the then current SMDIA, which is currently \$250,000 per legal category of account ownership at Green Dot Bank.

## **IX. DEPOSIT INSURANCE COVERAGE**

### **A. Deposit Insurance Coverage on Program Deposits**

1. FDIC deposit insurance protects an eligible depositor against the loss of their insured deposits in the event an FDIC-insured bank or savings association that holds those deposits fails by being placed in receivership or conservatorship.

2. For purposes of determining your eligibility for deposit insurance coverage on funds placed at a Receiving Institution under the Program, Program Deposits maintained by Green Dot Bank, as your agent, at that Receiving Institution under the Program will be *aggregated* with any other deposits that you hold or that are held for your benefit (whether directly or indirectly, including through other intermediaries, such as broker-dealers), at that Receiving Institution. If the *aggregate* amount of deposits at a Receiving Institution exceeds the then-current SMDIA (currently, \$250,000) per Eligible Depositor, per Account Ownership Category, the excess funds will not be eligible for expanded deposit insurance coverage (subject to applicable laws which may permit eligibility). For purposes of determining your eligibility for deposit insurance coverage on funds that you hold (or that are held for your benefit) at a Receiving Institution, all Program Deposits maintained by Green Dot Bank, as your agent, at that Receiving Institution under the Program will be *aggregated* with any other deposits that you hold or that are held for your benefit (whether directly or indirectly, including through other intermediaries, such as broker-dealers, or through other Programs offered to you by Green Dot Bank) at that Receiving Institution.

3. If you hold any Program Deposits in a fiduciary capacity for others (and not in your own capacity), the beneficial owners of those funds (and not you) may be entitled to pass-through FDIC deposit insurance coverage on those Program Deposits, up to the then-current SMDIA (currently, \$250,000), per Eligible Depositor, per Account Ownership Category, per Receiving Institution. Section IX.B (FDIC-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships) below provides more information about the special requirements for pass-through FDIC deposit insurance coverage for fiduciary relationships.

4. **Recordkeeping.** The records that Green Dot Bank maintains reflecting ownership of Program Deposits under the Program will be used to establish your eligibility for FDIC deposit insurance coverage. Accordingly, you are solely responsible for notifying Green Dot Bank of any changes in ownership information so that there is accurate information to provide to the FDIC if a Receiving Institution, or the Settlement Bank fails and a FDIC claim needs to be submitted for your insured deposits.

### **5. Program Deposits Held at Green Dot Bank, or Settlement Bank**

a. Under the Program, the transfer of funds to, and from, the Program Accounts at the Receiving Institutions generally occurs on a Same-Business-Day Settlement or Next-Business-Day Settlement basis as set forth in the Program Information Notice. Until funds are received and deposited into the Program Accounts at the Receiving Institutions, those funds will not be on deposit at the Receiving Institutions, but would be considered to be on deposit at either Green Dot Bank, or Settlement Bank (as applicable).

b. At any time when funds are on deposit at Green Dot Bank, or Settlement Bank, such funds are eligible for access to deposit insurance coverage from the FDIC. You would only be eligible for deposit insurance coverage on funds up to the then-current SMDIA (currently, \$250,000), per Eligible Depositor, per Account Ownership Category, per such institution (and any funds in excess of that amount at such institution would not be eligible for deposit insurance coverage). Importantly, at any time when your funds are on deposit at Green Dot Bank, or Settlement Bank, those

funds will not be eligible to access expanded deposit insurance coverage up to the Program Limit (which can only be accessed once those funds are received and deposited into the Program Accounts at the Receiving Institutions).

#### 6. Program Deposits Held at Receiving Institutions

a. Once received and deposited into the Program Accounts at the Receiving Institutions, Program Deposits are maintained on your behalf at the Receiving Institutions in a manner designed to not exceed the Maximum IDEA Percentage, , subject to these Customer T&Cs.

b. If you are (i) participating in two or more programs administered by R&T or its affiliates (e.g., the DDM, CDMX<sup>SM</sup> and/or RTID<sup>®</sup> programs) or (ii) participate in the Program through Green Dot Bank as well as another institution (including any affiliate of Green Dot Bank), it is possible that your Program Deposits may be allocated to the same Receiving Institution under those different programs. This is because Program Deposits under the Program under these Customer T&Cs with Green Dot Bank are allocated to Receiving Institutions on a percentage basis up to the Maximum IDEA Percentage; whereas, under other programs, financial institutions may provide a Customer Identifier to R&T to allocate funds. **For this reason, if you see any Receiving Institutions on the IDEA Eligible Receiving Institution List that you are aware (i) holds your deposits (or deposits held for you benefit) or (ii) is a Receiving Institution in another deposit placement program in which you participate (whether administered by R&T or another administrator), you understand that your funds at that Receiving Institution above the then-current SMDIA (currently, \$250,000) per Customer Identifier, per Account Ownership Category, may not be eligible for FDIC deposit insurance.**

c. If you have more than one Cash Earn Savings subaccount or other accounts at Green Dot Bank (or any of its affiliates) for which you participate in the Program through Green Dot Bank, and the aggregate balances deposited from those Eligible Customers Accounts or other accounts into a Receiving Institution under the Program *exceeds* the then-current SMDIA (currently, \$250,000), per Eligible Depositor, per Account Ownership Category, those excess funds may not be eligible for deposit insurance coverage.

d. None of Green Dot Bank, R&T or its affiliates, the Settlement Bank or the Custodian are responsible for any insured or uninsured portion of any deposits at any Receiving Institution, guarantee or make any representations or warranties (express or implied) regarding the financial condition of any Receiving Institution.

#### B. FDIC-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships

1. In general, the FDIC recognizes certain account ownership categories under FDIC laws, regulations and guidance (an “**Account Ownership Category**”). Such Account Ownership Categories include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors.

2. In general, the FDIC provides access to FDIC deposit insurance coverage for depositors based on TIN (each such depositor, an “**Eligible Depositor**”).

3. The FDIC’s laws, regulations and guidance impose special requirements for obtaining pass-through deposit insurance coverage, up to the then-current SMDIA (currently, \$250,000) per Eligible Depositor, per Account Ownership Category, for multiple levels of fiduciary relationships. In these situations, in order for deposit insurance coverage to pass through to the true beneficial owners of the funds, it is generally necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

4. The FDIC insures deposits according to the Account Ownership Category in which the funds are insured and how the accounts are titled. It is important that you understand how FDIC deposit insurance applies to each Account Ownership Category. The rules that govern these categories of account ownership are detailed and complex, and there are many nuances and exceptions. Further information can be found at the FDIC's regulations set forth at 12 C.F.R. Part 330. You should seek your own legal advice, if needed. For questions about FDIC deposit insurance, you may visit the FDIC's web site at [www.fdic.gov](http://www.fdic.gov) or contact the FDIC by letter, email or telephone.

5. You also may wish to utilize "EDIE The Estimator," the FDIC's electronic insurance calculation program, which is found at <https://www.fdic.gov/edie/index.html>. Other information regarding FDIC deposit insurance may be found at the "Deposit Insurance" section of the "Quick Links for Consumers & Communities" on the FDIC's web site at <http://www.fdic.gov/quicklinks/consumers.html>. None of Green Dot Bank, R&T or its affiliates, the Settlement Bank, Custodian or Receiving Institution is responsible for any losses resulting from the placement of any funds through the Program that are not eligible for deposit insurance coverage. In addition, none of Green Dot Bank, R&T or its affiliates, Settlement Bank, Custodian or Receiving Institution can provide you with legal advice with respect to applicable laws, regulations, and guidance, including FDIC regulations concerning pass-through insurance.

## X. ADDITIONAL PROGRAM TERMS

A. **Interest.** **Any interest paid to you shall be paid by Green Dot Bank at a rate of interest determined by Green Dot Bank.** Contact Green Dot Bank to obtain the current interest rate being paid to you on your Cash Earn Savings subaccount that is linked to the Program.

### B. Fees

1. The administrator of the Program, R&T, earns fees based on the amount of funds maintained at Receiving Institutions under the Program, including Program Deposits. Green Dot Bank also may earn fees for its services with respect to the Program.

2. Qualified Retirement Funds are not eligible for participation in the Program and Green Dot Bank will not include these funds in any Program Deposits. If Qualified Retirement Funds were eligible for participation, Green Dot Bank would not earn any fees on Program Deposits that included those funds. **Qualified Retirement Funds** are funds that are subject to Title I and/or Title II of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), including funds of (i) employee benefit plans described by ERISA §3(3); (ii) individual retirement accounts described by Internal Revenue Code §408(a); (iii) health savings accounts described by Internal Revenue Code §223; or (iv) any other account or annuity described in Internal Revenue Code §§ 4975(e)(1)(B) through (F).

3. The fee that R&T earns is paid by each Receiving Institution and is an amount determined between R&T, Green Dot Bank and/or such Receiving Institution and is in consideration for services related to Program Deposits maintained at that Receiving Institution. The fee that Green Dot Bank may earn (if any) is paid by each Receiving Institution and is an amount determined between R&T, Green Dot Bank, and/or such Receiving Institution.

a. The Program is designed to provide you with convenient access to expanded deposit insurance coverage on funds placed at Receiving Institutions under the Program, and is not designed to, and does not, act as a retail bank account, nor a long-term, ongoing investment vehicle

C. **Statements.** You will not receive a separate statement from the Receiving Institutions. Your periodic account statement will be provided to you periodically in accordance with Green Dot Bank's policies.

### D. Your Personal Information

1. Green Dot Bank will not provide information that identifies you, such as your name, address or Customer Identifier ("Your Personal Information") to any affiliate agent, sub-agent, custodian, sub-custodian, or other third party that provides services in connection with the Program, including R&T or its affiliates, Settlement Bank, Custodian, the Receiving Institutions and their respective affiliates, agents and service providers, other than to any such

parties and the FDIC in connection with a deposit insurance claim made on your behalf, and you hereby authorize Green Dot Bank to provide Your Personal Information to any such parties in connection therewith. Some of Your Personal Information may be considered “non-public personal information” under applicable law.

2. For further information regarding the collection, processing and use of Your Personal Information and any rights you may have to limit the use and disclosure of such information, you should contact Green Dot Bank.

**E. Institution's Use of Program Features**

1. You understand that Green Dot Bank may be eligible to participate in a feature of the Program under which Green Dot Bank may place deposits (including Program Deposits) into the Program to be maintained at other Receiving Institutions, and Green Dot Bank also may receive deposits (in equal or other amounts) that have been placed into the Program by other sending institutions participating in the Program (and, in such case, Green Dot Bank (acting as a receiving institution) pays fees to R&T for receiving those deposits) (“**reciprocal feature**”). Alternatively, Green Dot Bank may choose to participate in a feature of the Program where Green Dot Bank only sends funds into the Program (without receiving funds from other sending institutions under the Program) (“**send-only feature**”).

**F. Not an Investment Advisor or Fiduciary**

1. Neither Green Dot Bank nor R&T has provided an individualized investment recommendation or impartial investment advice to you with respect to your selection of the Program for your Cash Earn Savings subaccount, and neither Green Dot Bank nor R&T are responsible for advising you or making recommendations about alternative investment or other options. You agree that your decision to select the Program for your Cash Earn Savings subaccount reflects your independent judgment or the recommendation of a person independent of Green Dot Bank and R&T. The Program is not an investment product. The primary objective of the Program is to provide you with convenient access to expanded deposit insurance coverage on Program Deposits and is not intended for investment enhancements or higher rates of returns or profits.

2. R&T provides specific administrative services to Green Dot Bank for which it is engaged. R&T does not assume in these Customer T&Cs or with respect to the Program any duties or obligations to you, including fiduciary and disclosure obligations.

3. Green Dot Bank does not have any duty or obligation to monitor Program Deposits at the Receiving Institutions or to make recommendations about, or changes to, the Program that might be beneficial to you.

**G. Sweep Account Disclosure of “Deposits”**. Funds swept or placed from Green Dot Bank, as your agent or sub-agent, into Program Accounts at each Receiving Institution are “deposits” within the meaning of 12 U.S.C. § 1813(l) and are insured by the FDIC up to the then-current SMDIA (currently, \$250,000), per Eligible Depositor, per Account Ownership Category, per Receiving Institution. This is provided to you as your annual sweep account disclosure under 12 C.F.R. 360.8.(e).

**H. Article 8 of Uniform Commercial Code**. You acknowledge that: (1) each of Green Dot Bank, Stable, Settlement Bank, and Custodian is a securities intermediary; (2) any internal or other settlement account established by Green Dot Bank, the Source Institution Account (as applicable), the settlement accounts at the Settlement Bank and each Program Account established in connection with the Program is a “securities account” within the meaning of Article 8 of the Uniform Commercial Code; and (3) all property held in or credited to any such accounts is a “financial asset” within the meaning of Article 8 of the Uniform Commercial Code.

**I. Government Agency Deposit Restrictions**. Under certain state, municipal, or local laws, governmental agencies in those states, municipalities or localities may be permitted to place deposits through a deposit placement network, but subject to certain restrictions or requirements. If you are a governmental agency, or otherwise subject to restrictions on the placement of deposits by you (whether in your own capacity or in a fiduciary capacity for others), you are solely responsible for determining whether deposits placed into the Program through these Customer T&Cs satisfies those restrictions or requirements. Neither Green Dot Bank nor R&T nor their respective affiliates can provide you with legal or other advice in regard to those requirements – you should seek your own legal advice.

J. Inactive Accounts. Green Dot Bank, Settlement Bank, Custodian or a Receiving Institution may be required by law to turn over (escheat) Program Deposits to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If Program Deposits are remitted to the state, you may file a claim with the state to recover the funds.

K. Transferability of Program Deposits. Program Deposits may not be transferred by you except in connection with a change in ownership of your Cash Earn Savings subaccount with Green Dot Bank through which you participate in the Program. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law shall not be binding unless and until sufficient, acceptable documentation has been received and accepted by Green Dot Bank.

L. Termination of Program and Customer T&Cs

1. Either party may terminate these Customer T&Cs and its participation in the Program on written notice to the other party. In addition, if your Cash Earn Savings subaccount at Green Dot Bank is closed for any reason, these Customer T&Cs and your participation in the Program will immediately terminate. The obligations of each party will survive termination with respect to any funds deposited in the Program at the time of termination (together with Section XI (General Provisions) and other provisions specified to survive termination. Upon termination of your participation in the Program, Green Dot Bank will cause a withdrawal request to be sent to the Receiving Institutions to request withdrawal of all Program Deposits at the Receiving Institutions. Those withdrawn funds will be deposited into your Cash Earn Savings subaccount at Green Dot Bank, subject to the terms of these Customer T&Cs.

2. If, at any time, outside of the withdrawal process under the Automatic Sweep Feature, you wish to terminate the Program and withdraw Program Deposits from the Receiving Institutions, please contact Green Dot Bank and Green Dot Bank can facilitate your termination of the Program and withdrawal of Program Deposits.

M. Mutual Institution and Subscription Rights. Program Deposits may be placed in a Program Account at a Receiving Institution that is in the mutual form of organization. Such a Program Account will be identified on the books of that mutual institution as described in Section IX.A (Deposit Insurance Coverage on Program Deposits) and not in your name. None of Green Dot Bank, R&T or its affiliates, Settlement Bank or Custodian will attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own or on your behalf. You hereby waive any right you may have to vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if you held a Program Account as of an applicable record date.

N. Conflicts of Interest. Subject to Section X(B) above, (i) Green Dot Bank, may earn fees on the amount of funds in the Program, including your Program Deposits, and (ii) Green Dot Bank may earn a higher fee (if any) if you participate in the Program than if you place your funds into other accounts or products.

O. Indemnification; Limitation of Liability. You agree to indemnify, defend and hold Green Dot Bank, R&T, Settlement Bank, Custodian and the Receiving Institutions (and their respective affiliates) harmless from all actions, claims, liabilities, losses, costs, attorneys' fees, and damages associated with their compliance with any process that such party believes reasonably and in good faith to be valid. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL YOUR INSTITUTION OR R&T (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO YOU OR ANY OTHER PERSON FOR (A) ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THE PROGRAM OR UNDER THESE CUSTOMER T&CS ARISING, DIRECTLY OR INDIRECTLY FROM, (I) YOUR NEGLIGENCE, (II) ANY FORCE MAJEURE EVENT, (III) THE FINANCIAL CONDITION OF THE SETTLEMENT BANK OR ANY RECEIVING INSTITUTION OR THE ACCURACY OF ANY PUBLICLY AVAILABLE INFORMATION ABOUT THE SETTLEMENT BANK OR A RECEIVING INSTITUTION, OR (IV) ANY DELAY IN INSURANCE PAYMENT BY THE FDIC. WITHOUT LIMITING THE FOREGOING, YOUR INSTITUTION (AND ITS AFFILIATES) WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE LOSSES OR DAMAGES OF ANY KIND OR NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION. ANY DIRECT DAMAGES THAT CANNOT BE EXCLUDED BY APPLICABLE LAW SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE LIMITED TO THOSE

CAUSED ONLY BY YOUR INSTITUTION'S GROSS NEGLIGENCE, FRAUD OR WILFUL MISCONDUCT. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL R&T, SETTLEMENT BANK, CUSTODIAN OR ANY RECEIVING INSTITUTION (OR ANY OF THE FOREGOING PARTIES' RESPECTIVE AFFILIATES) BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY LOSSES OR DAMAGES (DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE OF ANY KIND OR NATURE, WHETHER SUCH LOSSES OR DAMAGES ARE ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION) FOR ANY REASON.

## XI. GENERAL PROVISIONS

A. Force Majeure Events and Ordinary Care. Any failure by Green Dot Bank, R&T or its affiliates, Settlement Bank, Custodian, or any Receiving Institution to act, or any delay by such party beyond time limits prescribed by law or permitted by these Customer T&Cs, is excused if caused by your negligence or by any failure or interruption of electronic or mechanical equipment, power, communication systems or lines, telephone or other connections, suspension of payments or payment systems by a financial institution, government restrictions, earthquake, flood, severe or extraordinary weather conditions, natural disasters or other acts of God, fire, acts of war, terrorist attacks, pandemic, insurrection, riot, strikes, labor disputes or similar problems, accidents, actions of government, emergency conditions or other circumstances beyond the reasonable control of such party (any such event, a "**Force Majeure Event**"). You agree that any act or omission by Green Dot Bank, R&T or its affiliates, Settlement Bank, Custodian, or any Receiving Institution in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, any rule or regulation of the State of New York, the Federal Reserve or FDIC, or a federal agency having jurisdiction over such party shall constitute ordinary care.

B. Days of Operation. The Program is designed to operate on all days that are Business Days, subject to the terms and conditions in these Customer T&Cs, including any Force Majeure Event.

C. Disputes. EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY APPLICABLE LAW, ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM OR THESE CUSTOMER T&CS SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE AGREEMENT(S) THAT GOVERN YOUR ELIGIBLE CUSTOMER ACCOUNT AT YOUR INSTITUTION, INCLUDING THE DISPUTE RESOLUTION TERMS, ARBITRATION TERMS, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTE RESOLUTIONS, IF ANY.

D. Legal Process. Green Dot Bank, R&T or its affiliates, Settlement Bank, Custodian and Receiving Institution may comply with any writ of attachment, execution, garnishment, tax, levy, restraining order, subpoena, warrant or other legal process, which such party reasonably and in good faith believes to be valid. Green Dot Bank may notify you of such process by telephone, electronically or in writing. You further agree that Green Dot Bank, R&T or its affiliates, Settlement Bank, Custodian and Receiving Institution may honor legal process that is served personally, by mail, or by facsimile transmission at any of their respective offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where Program Deposit records are maintained.

E. Amendment. Green Dot Bank may amend these Customer T&Cs at any time by providing you with notice of such amendment. Such amendment shall be effective immediately upon Green Dot Bank providing such notice. Such notice may be provided to you by any written (including electronic).

F. Assignment. You may not assign these Customer T&Cs, in whole or in part, to any other person, without Green Dot Bank's prior written consent (and any purported assignment in violation of this provision is void). If there is a change in ownership of your Cash Earn Savings subaccount with Green Dot Bank that is linked to your participation in the Program pursuant to Section X.K (Transferability of Program Deposits) above, these Customer T&Cs will automatically be assigned to that new permitted owner and such new permitted owner shall be deemed to have accepted such assignment by his, her or its continued use of the Program, on and from the effective date of that change of ownership.

G. Waiver. Any provision of these Customer T&Cs may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any

right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

H. **Severability.** If any term, provision, covenant or restriction of these Customer T&Cs is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Customer T&Cs shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

I. **Entire Agreement.** These Customer T&Cs constitute the entire agreement between Green Dot Bank and you, and supersede all prior and contemporaneous agreements, understandings, negotiations, representations and proposals, whether oral and written, with respect to the Program and the subject matter hereof. The Agency Appointment( as may be amended from time to time in accordance with these Customer T&Cs) is incorporated into and made part of these Customer T&Cs as if set forth in full herein. To the extent of inconsistency between these documents, the order of precedence shall be the Customer T&Cs, then the Agency Appointment. To the extent of any inconsistency between the terms of these Customer T&Cs and the terms of the account agreements relating to your Cash Earn Savings subaccount with Green Dot Bank through which you participate in the Program, the terms and conditions of these Customer T&Cs shall prevail with respect to Program Deposits under the Program.

J. **Binding Effect.** These Customer T&Cs shall inure to the benefit of and be binding upon you and Green Dot Bank and their respective permitted heirs, successors, legal representatives and assigns. Nothing in these Customer T&Cs, express or implied, is intended to confer on any person other than the parties hereto, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations or liabilities under or by reason of these Customer T&Cs; *provided* that R&T shall be a third-party beneficiary hereof.

K. **Governing Law.** These Customer T&Cs are to be construed in accordance with and governed by the internal laws of the State of New York and the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties.

L. **Interpretative Provisions.** The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. Any singular term in these Customer T&Cs shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in these Customer T&Cs, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. References to any document provided by Green Dot Bank to you or to any agreement or contract are to that document, agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof or thereof. In any construction of the terms of these Customer T&Cs, the same shall not be construed against either party on the basis of that party being the drafter of such terms. These Customer T&Cs (and any Exhibit hereto) may be executed in counterparts (including by electronic signature), each of which shall be deemed the original, but such counterparts shall, together, constitute one instrument.

M. **Survival.** Any provision of these Customer T&Cs which contemplates performance or observance subsequent to any termination or expiration of the Customer T&Cs shall survive any termination or expiration of the Customer T&Cs and continue in full force and effect, including Section X.B (Fees), Section X.D (Your Personal Information), Section X.L (Termination of Program and Customer T&Cs), Section X.O (Indemnification; Limitation of Liability), and Section XI (General Provisions).

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