# USD CASH ACCOUNT – GREEN DOT ACCOUNTHOLDER 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 <a href="https://crypto.com/us">https://crypto.com/us</a> 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.

Last Update: August 2025

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 <a href="https://chat.crypto.com/">https://chat.crypto.com/</a>. 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 <a href="https://chat.crypto.com/">https://chat.crypto.com/</a>. 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 <a href="https://chat.crypto.com/">https://chat.crypto.com/</a> 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 <a href="https://www.nacha.org">www.nacha.org</a>.

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: <a href="https://help.crypto.com/en/articles/3640569-how-do-i-close-my-crypto-com-app-web-account">https://help.crypto.com/en/articles/3640569-how-do-i-close-my-crypto-com-app-web-account</a> or contacting Crypto.com at <a href="https://chat.crypto.com/">https://chat.crypto.com/</a>.

# 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.

*Balance, Load, and Withdrawal Limits	
Balance	Limit
Maximum Cash Account balance	\$10,000,000
ACH Limitations	Limit
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.

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 <a href="https://chat.crypto.com/">https://chat.crypto.com/</a> 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 <a href="https://chat.crypto.com/">https://chat.crypto.com/</a> 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

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

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 using your Cash 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.

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 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 <a href="https://www.adr.org">https://www.adr.org</a> or by writing to the AAA at: American Arbitration Association, Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043.

Other Claims Subject to Arbitration. In addition to Claims brought by either you or the Bank, Claims made by or against Green Dot 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.

Exceptions. We agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court so long as the Claim is pending only in that court. 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.

Individual Claims Only. Claims may be submitted to arbitration on an individual basis only. Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing. 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.

Arbitration Fees. If you initiate arbitration, the Bank will advance any arbitration fees, including any required deposit. If the Bank initiates or elects arbitration, the Bank will pay the entire amount of the arbitration fees, including any required deposit. The Bank will also be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.

*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. 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 aware. This arbitration provision is made pursuant to a transaction involving interstate commerce and will be governed by the FAA.

#### 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. April 2025

# Appendix B

# The Demand Deposit Marketplace® with the IDEA Allocation<sup>SM</sup> Feature Program Terms and Conditions

#### I. Introduction

The Demand Deposit Marketplace® with IDEA AllocationSM Feature Program ("Program") is offered by Green Dot Bank ("Green Dot Bank") as an embedded account feature that automatically sweeps the cash balances of up to \$5,000,000 in your deposit account at Green Dot Bank that is linked to the Program to insured accounts at FDIC-insured banks and/or FDIC-insured savings associations (collectively, "Receiving Institutions"). Such swept funds will be deposited into money market deposit accounts ("MMDAs") and/or demand deposit accounts ("DDAs"; MMDAs together with DDAs, "Deposit Accounts") at Receiving Institutions, subject to the terms and limitations described herein. Your swept funds that are deposited through the Program into the Receiving Institutions are hereinafter referred to as "Program Deposits." You appoint Green Dot Bank as your authorized agent with respect to the Program, pursuant to the Terms and Conditions set forth herein. Green Dot Bank has engaged Stable Custody Group II LLC (d/b/a R&T Deposit Solutions) ("Stable") to provide administrative services to Green Dot Bank with respect to the Program and to act as Green Dot Bank's agent with respect to the Program.

From time to time, Green Dot Bank will notify you of the maximum amount of FDIC insurance protection available on your Program Deposits. Subject to certain exceptions, the maximum amount of FDIC insurance coverage available under the Program is \$5,000,000 for each category of legal ownership as more fully explained in Section II.E below.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS. IF YOU HAVE ANY QUESTIONS, PLEASE CALL GREEN DOT BANK.

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 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.

# II. Summary of Terms and Conditions

This section of the Terms and Conditions is a summary of certain features of the Program. It is prepared for your convenience, and must be read in conjunction with the more detailed disclosure below.

Summary of the Program: Green Dot Bank acts as your agent with respect to the Program. Stable administers the Program and acts as agent for Green Dot Bank with respect to the Program. Green Dot Bank will place into the Program your cash balances of up to \$5,000,000 in your deposit account at Green Dot Bank that is linked to the Program. Your Program Deposits are deposited into Deposit Accounts at multiple Receiving Institutions in a manner designed to remain within the FDIC insurance limit at each Receiving Institution, which in the aggregate increases the amount of FDIC protection available to you. FDIC insurance coverage at each Receiving Institution is available up to the then current SMDIA, which is currently \$250,000, per legal category of account ownership at each Receiving Institution, and the maximum amount of FDIC insurance coverage available under the Program across all Receiving Institutions is

\$5,000,000 for each category of legal ownership. If the cash balance in your Cash Earn Savings subaccount that is linked to the Program exceeds \$5,000,000, those amounts over \$5,00,000 will remain in your Cash Earn Savings subaccount and will be subject to the then current SMDIA at Green Dot Bank, which is currently \$250,000 per legal category of account ownership.

Your personally identifiable information would be provided to Stable only in connection with the filing of a claim with the FDIC. As a result, Stable maintains on its records only an omnibus record titled "Green Dot Bank for the exclusive benefit of its customers, acting for themselves and/or acting on a fiduciary capacity for others" or such other account title approved or required by the FDIC to satisfy the requirements for pass-through FDIC deposit insurance. Green Dot Bank maintains your underlying records. The omnibus balance is allocated to at least 22 Receiving Institutions to obtain the maximum, designated FDIC insurance coverage of \$5,000,000. Each customer's Program Deposits, including yours, will be allocated to each selected Receiving Institution in the same proportion that the total omnibus balance is allocated to each Receiving Institution.

Access to Funds: You can only access your Program Deposits through your relationship with Green Dot Bank. You cannot deposit your Program Deposits directly with, or withdraw them directly from, the Receiving Institutions.

<u>Determination of Interest Rates:</u> Your interest rate on Program Deposits is set by Green Dot Bank. Contact Green Dot Bank with any questions about your rate. See Section III.J, Interest.

<u>Fees:</u> Stable earns fees based on the amount of money in the Program, including your Program Deposits. Green Dot Bank also may earn fees for its services with respect to the Program. You will not be assessed any additional fees for this feature. See Section III.K, Fees.

Risks of the Program: If you have funds at a Receiving Institution outside the Program ("Separate Deposits"), this may negatively impact the availability of FDIC insurance at such Receiving Institution. If the aggregate sum of your deposits (i.e., Separate Deposits plus any Program Deposits) in a Receiving Institution exceeds the then current SMDIA of such Receiving Institution, the excess funds are not covered by the FDIC deposit insurance. You are solely responsible for monitoring your deposits in Receiving Institutions outside of the Program. As such, you should review the list of Receiving Institutions carefully. The list of Receiving Institutions may change from time to time. The most recent list is available at <a href="http://help.crypto.com/en/articles/10902625-cash-earn-account-united-states">http://help.crypto.com/en/articles/10902625-cash-earn-account-united-states</a>. Once your funds are placed in the Program, you cannot request that a specific Receiving Institution on the list be 'excluded' from receiving your funds. See Sections III.D, Deposits and FDIC Insurance, and III.G, No Ability to Exclude Receiving Institutions.

In the event of a failure of a Receiving Institution, there may be a time period during which you may not be able to access your Program Deposits at such Receiving Institution. Where your funds are held in MMDAs, the return of your funds to your account at Green Dot Bank may be delayed. Receiving Institutions are permitted to, but rarely do, impose a delay of up to seven days on any withdrawal request from an MMDA.

#### III. Detailed Terms and Conditions

### A. Account Eligibility

This Program is available to individuals and all other entities, including corporations, public entities and not-for-profit entities, eligible to maintain a bank deposit. It is your responsibility to ensure that the Program satisfies your particular requirements, objectives or guidelines and/or applicable law. In order to obtain or claim FDIC insurance in the Program, you may be required to provide updated proper tax and other identification information to Green Dot Bank.

#### B. Agency Relationships

You hereby appoint Green Dot Bank to act as your agent with respect to the Program, and you further authorize Green Dot Bank to appoint Stable as its agent with respect to the Program. The allocation process administered by Stable determines into which Receiving Institution(s) your money will be deposited. See Section III.I, Allocations to Receiving Institutions The custodian bank for the overall Program (currently The Huntington National Bank) ("Custodian Bank") is solely responsible for the movement of funds within the Program to and from Receiving Institutions.

#### C. Information about Stable

Stable is a Delaware limited liability company. Stable is not a bank, credit union, broker-dealer, or investment adviser. None of Green Dot Bank nor any of the Receiving Institutions is an affiliate of Stable. Stable administers the Program.

## D. Deposits and FDIC Insurance

Your funds intended for deposit into the Program must be placed through your account at Green Dot Bank and cannot be placed directly by you with any of the Receiving Institutions.

Once in the Program, your Program Deposits will be allocated to omnibus Deposit Accounts maintained at the Receiving Institutions held in the name of "Stable Custody Group II LLC, as Agent, for the Exclusive Benefit of its DDM Participating Institutions, as Agent, for the Exclusive Benefit of its DDM Customers, Acting for Themselves and/or Acting in a Fiduciary Capacity for Others" or a similar name that preserves the eligibility of Program Deposits for pass-through FDIC insurance. See Section III.I, Allocations to Receiving Institutions.

Your Program Deposits are swept into accounts at the Receiving Institutions to provide you with access of up to the then current SMDIA, currently \$250,000, of FDIC insurance per Receiving Institution, subject to certain exceptions described herein. The SMDIA limit (currently \$250,000) includes your principal and accrued interest, when aggregated with all other deposits held by you directly, or through others, in the same recognized legal category of ownership at the same Receiving Institution. FDIC deposit insurance protects you against the loss of your insured deposits in the event a Receiving Institution fails. FDIC deposit insurance is backed by the full faith and credit of the United States.

If you have Separate Deposits at a Receiving Institution, this may negatively impact the availability of FDIC insurance for the total amount of your funds held at that Receiving Institution. If the aggregate sum of your deposits (i.e., Separate Deposits plus any Program Deposits) in a Receiving Institution exceeds the then current SMDIA of such Receiving Institution, the excess funds are not covered by the FDIC deposit insurance. Green Dot Bank, the Custodian Bank, the Receiving Institutions and Stable are unaware of your funds outside of the Program. As a result, these funds will not be taken into account when allocating your funds to a particular Receiving Institution. You are solely responsible for monitoring your deposits in Receiving Institutions outside of the Program. You should review the list of Receiving Institutions carefully. The list of Receiving Institutions may change from time to time. The most recent list is available at <a href="http://help.crypto.com/en/articles/10902625-cash-earn-account-united-states">http://help.crypto.com/en/articles/10902625-cash-earn-account-united-states</a>. Once your funds are placed in the Program, you cannot request that a specific Receiving Institution on the list be 'excluded' from receiving your funds. Accordingly, if you do not want one or more of the institutions on the list of Receiving Institutions to receive your funds, then you should not place your funds in the Program. In particular, if you have existing balances at one of the Receiving Institutions on the list, there is a risk that all or portion of your funds allocated to such Receiving Institution by the Program will not be FDIC insured. See Section II, Risks of the Program.

For example, if the then current SMDIA is \$250,000 and you have a non-Program deposit account at Bank A of \$200,000 and you also have \$60,000 in the Program Deposits account at the same bank in the same legal category of ownership, only \$250,000 of your \$260,000 is insured by the FDIC. In this example, \$10,000 is not FDIC-insured.

If the balance of your deposit account at Green Dot Bank that is linked to the Program (i.e., your Cash Earn Savings subaccount) is greater than \$5,000,000, then the amounts exceeding \$5,000,000 will not be swept to Receiving Institutions through the Program and will remain at Green Dot Bank. Those amounts that remain at Green Dot Bank will be subject to the then current SMDIA at Green Dot Bank.

In the event that a Receiving Institution that holds your Program Deposits fails, payments of principal plus unpaid and accrued interest up to the then current SMDIA per legal category of account ownership will be made to you. Although the FDIC normally makes these payments within a few days of taking possession of a Receiving Institution as receiver, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made.

Your account ownership will be evidenced by an entry on records maintained by Green Dot Bank for each of the Receiving Institutions at which your funds are on deposit. You will not be issued any evidence of ownership of a Program Deposit account, such as a passbook or certificate. However, Green Dot Bank will provide you with a summary of all Program deposits and withdrawals, the name of each Receiving Institution that holds your Program Deposits, deposit

balance(s) and interest rate either on your periodic statements, via an online portal, upon request, or a combination thereof.

# E. FDIC Deposit Insurance for FDIC-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships

To ensure that your Program Deposits are protected by FDIC insurance to the fullest extent possible under the Program, you should understand how FDIC insurance applies to each FDIC-recognized category of account ownership.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors.

The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the FDIC's regulations set forth at 12 C.F.R. Part 330.

The FDIC's regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the then current SMDIA (currently \$250,000 for each FDIC-recognized category of account ownership), for multiple levels of fiduciary relationships. In these situations, in order for FDIC insurance coverage to pass through to the true beneficial owners of the funds, it is 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 your Program Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

For questions about FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC's web site at www.fdic.gov.

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 insurance coverage 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

#### F. Withdrawals

Withdrawals from your Program Deposits are made through Green Dot Bank and cannot be made directly by you through Stable or any of the Receiving Institutions. Funds from the Program Deposits will generally not be available to you until the following business day after you make the withdrawal request and subject to the funds availability rules and requirements specified in your Accountholder Agreement with Green Dot Bank. In the event that Green Dot Bank does not receive enough funds to cover your entire withdrawal request (if, for example, Receiving Institutions fail to send funds as instructed by the Custodian Bank (pursuant to Stable's instructions) or Receiving Institutions are closed due to holidays or other events), the funding of all or a portion of your withdrawal requests could be further delayed and if in such case Green Dot Bank decides to advance funds to you in anticipation of a Program withdrawal, you will owe the amount of these funds to Green Dot Bank and Green Dot Bank will retain from the funds received the amount that it advanced to you.

## G. No Ability to Exclude Receiving Institutions

You will have access to the list of Receiving Institutions that hold your deposits via <a href="http://help.crypto.com/en/articles/10902625-cash-earn-account-united-states">http://help.crypto.com/en/articles/10902625-cash-earn-account-united-states</a>. You may also contact Green Dot Bank to obtain the most recent list of Receiving Institutions. You may not request that Green Dot Bank exclude any Receiving Institution from receiving funds from you under the Program.

You can obtain publicly available financial information concerning any of the Receiving Institutions at https://www.ffiec.gov/NPW or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226 or by phone at 877-ASK-FDIC (877-275-3342). Neither Green Dot Bank nor Stable is responsible for any insured or uninsured portion of any deposits at any Receiving Institution or guarantees the financial condition of any Receiving Institution or the accuracy of any publicly available financial information concerning a Receiving Institution.

# H. Your Responsibility to Monitor Your Deposit or Investment Options

Green Dot Bank does not have any obligation to monitor your account or make recommendations about, or changes to, the Program that might be beneficial to you. As interest rates and other factors change, it may be in your financial interest to change your deposit instructions. In such cases, you should call Green Dot Bank to learn about other options.

#### I. Allocations to Receiving Institutions

Stable establishes Deposit Accounts on behalf of Green Dot Bank and its other clients. You authorize Green Dot Bank to act as your agent and you authorize Green Dot Bank, in turn, to authorize and appoint Stable to act as its agent at each Receiving Institution holding your Program Deposits. Each Deposit Account constitutes a direct obligation of the Receiving Institution and is not directly or indirectly an obligation of Green Dot Bank, Stable or the Custodian Bank. You authorize Green Dot Bank to place into the Program your cash balances of up to \$5,000,000 in your deposit account at Green Dot Bank that is linked to the Program. Stable may include additional Receiving Institutions to expand the capacity available to underlying customers of the Sending Institutions, including Green Dot Bank. Receiving Institutions may decide to discontinue their participation in the Program, or may be removed by Stable for no longer satisfying Program requirements.

The current list of Receiving Institutions is available at <a href="http://help.crypto.com/en/articles/10902625-cash-earn-account-united-states">http://help.crypto.com/en/articles/10902625-cash-earn-account-united-states</a>. You cannot specify an amount of funds to be allocated to specific Receiving Institutions and you cannot request that all or any portion of your funds not be allocated to a specific Receiving Institution on that list.

Your personally identifiable information would be provided to Stable only in connection with the filing of a claim with the FDIC. As a result, Stable maintains in its records only at an omnibus account titled "Green Dot Bank for the exclusive benefit of its customers, acting for themselves and/or acting on a fiduciary capacity for others". The omnibus balance is allocated to at least 22 Receiving Institutions to obtain the maximum FDIC insurance limit of \$5,000,000. Each customer's account balance, including yours, will be allocated to each selected Receiving Institution in the same proportion that the total omnibus balance is allocated to each Receiving Institution.

#### J. Interest

Any interest rate paid to you is determined by Green Dot Bank. Contact Green Dot Bank to obtain the current interest rate being paid to you on your deposit account at Green Dot Bank that is linked to the Program.

#### K. Fees

Each Receiving Institution pays to Stable a fee for its services related to your Program Deposits at that particular Receiving Institution. Green Dot Bank also may receive a fee for its services. The fees may be different for different Receiving Institutions. Any fees applicable to your deposit account at Green Dot Bank that is linked to the Program can be found in the "USD Cash Account – Green Dot Accountholder Agreement Supplement" to your Accountholder Agreement with Green Dot Bank. You will not be assessed any additional fees for this sweep feature.

#### L. Account 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.

### M. Business Continuity

In the event you are unable to contact Green Dot Bank due to a business interruption event, such as a natural disaster, you may contact Stable or its agent at 866-237-2752 for account information.

#### N. Other Terms

**Limits on Transfers from MMDAs under Regulation D:** Federal banking regulations have, in the past, and may in the future, limit the transfers from MMDAs to a total of six (6) during a monthly statement cycle, and certain aggregation rules may apply to transfers from such accounts at the Receiving Institutions. These limits on transfers will not affect Program Deposits held in DDAs.

**Transferability:** Your Program Deposits may not be transferred by you. 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.

**Termination:** Green Dot Bank may, at its sole discretion, and without any prior notice, discontinue the Program. In such case or if you close your deposit account at Green Dot Bank that is linked to the Program, your associated Program Deposit account will also be closed and your funds will be distributed from the Program through your deposit account at Green Dot Bank.

Ordinary Care: Any failure by Stable, the Custodian Bank or any Receiving Institution to act or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission made by Stable, Custodian Bank 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.

**Personal Information:** Stable will not normally have any of your personally identifiable information. Such information may be obtained by Stable, if at all, in the case of a Receiving Institution's failure. Stable's privacy policy is available online at <a href="https://www.rnt.com">www.rnt.com</a>.

Alternatives to the Program: By opening and maintaining your deposit account with Green Dot Bank that is linked to the Program, you agree to the Program terms and conditions provided herein. 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 your deposit account at Green Dot Bank.

**Days of Operation:** The Program will operate on all days when the Federal Reserve Bank of New York is open for business.

Mutual Institution and Subscription Rights: Your funds may be placed in a Deposit Account at a Receiving Institution that is in the mutual form of organization. Such a Deposit Account will be identified on the books of the mutual institution as described in Section III. D, Deposits and FDIC Insurance, and not in your name. Green Dot Bank and Stable will not 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 Deposit Account as of an applicable record date.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL GREEN DOT BANK, STABLE OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY 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.

**Legal Process:** Green Dot Bank, Stable, the Custodian Bank and the Receiving Institutions 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 agree to indemnify, defend and hold Green Dot Bank, Stable, the Custodian Bank and the Receiving Institutions 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. You further agree that Green Dot Bank, Stable, the Custodian Bank and the Receiving Institutions 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 your Program Deposit records are maintained.

#### O. General

Amendment: Green Dot Bank may modify these Terms and Conditions at any time, upon notice to you.

**Waiver:** Any provision of these Terms and Conditions 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.

**Severability:** If any term, provision, covenant or restriction of these Terms and Conditions 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 Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated

Entire Agreement: These Terms and Conditions and any other documents provided by Green Dot Bank to you in connection with the Program constitute the entire agreement between Green Dot Bank and you, and supersede all prior and contemporaneous agreements and understandings, both oral and written, between Green Dot Bank and you with respect to the subject matter hereof. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, GREEN DOT BANK AND STABLE MAKE NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INTERFERENCE OR NON-INFRINGEMENT.

**Binding Effect:** These Terms and Conditions shall inure to the benefit of and be binding upon the parties hereto and their respective permitted heirs, successors, legal representatives and assigns. Nothing in these Terms and Conditions, expressed 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 Terms and Conditions; provided that Stable, Custodian Bank and Receiving Institutions shall be a third party beneficiary hereof.

Governing Law: These Terms and Conditions 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. Unless otherwise provided herein, Green Dot Bank, Stable, Custodian Bank and Receiving Institutions may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions for your Program Deposits. You agree that Green Dot Bank, Stable, Custodian Bank and Receiving Institutions are not required to notify you of a change in those rules, except to the extent required by applicable law.

**Disputes:** EXCEPT TO THE EXTENT OTHERWISE PROVIDED BY APPLICABLE LAW, ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS WILL BE GOVERNED BY THE TERMS OF THE AGREEMENT THAT GOVERN YOUR DEPOSIT ACCOUNT AT GREEN DOT BANK THAT IS LINKED TO THE PROGRAM, INCLUDING THE DISPUTE RESOLUTION TERMS, ARBITRATION TERMS, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTE RESOLUTIONS, IF ANY.

**Interpretative Provisions:** The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. All Exhibits annexed hereto or referred to herein are hereby incorporated in

and made a part of these Terms and Conditions as if set forth in full herein. Any singular term in these Terms and Conditions shall be deemed to include the plural, and any plural term the singular. Whenever the words "include", "includes" or "including" are used in these Terms and Conditions, 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 Terms and Conditions, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

#### Legal Disclosure:

The Demand Deposit Marketplace<sup>®</sup> with IDEA Allocation<sup>SM</sup> Feature Program is administered by Stable Custody Group II LLC (d/b/a R&T Deposit Solutions). Stable and its affiliates are not depositories, banks or credit unions, and the DDM program is NOT, itself, an FDIC-insured or NCUSIF-insured product. Demand Deposit Marketplace®, DDM®, Reich & Tang®, R&T® and DepositView® are registered marks of Reich & Tang Deposit Networks, LLC (d/b/a R&T Deposit Solutions) ("R&T"). Stable is a subsidiary of R&T.