

First Internet Bank

Deposit Account Agreement

This First Internet Bank Deposit Account Agreement (this “Bank Agreement”), along with any other documents we provide you pertaining to deposit accounts you open with us (collectively with this Bank Agreement, the “Account Documents”), are a contract that establishes rules which control your business deposit accounts (“Business Bank Accounts”) and related banking services provided by us (collectively, the “Bank Services”). Please read this carefully. By opening or maintaining a Business Bank Account with us you agree to the terms of this Bank Agreement.

To the extent that you access the Jaris Services (as defined below) through a third-party platform (“Platform”), the Platform will inform you of other terms that the Platform may impose on your use of the Jaris Services. The Platform may charge you separately for use of the Platform or services provided by the Platform. If you have any questions, please contact the Program Manager at support@jaris.io.

The words “us,” “we,” “our” or “Bank” refer to First Internet Bank of Indiana. “You,” “your”, or “User” means the user of the Bank Services. As a User of the Bank Services, you may be an owner of the Business Bank Account established under this Bank Agreement, or you may be anyone else authorized to deposit, withdraw, or exercise control over the funds in the Business Bank Account.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Business Bank Account. To open a Business Bank Account, we will ask for your and the account holder’s name, address, date of birth or organization, taxpayer identification number and other information that will allow us to identify you and the account holder. We may also ask to see your driver's license or other identifying documents.

About the Jaris Services

The Bank Services are made available to you by Jaris Lending LLC (“Jaris” or “Program Manager”). The Program Manager is not a bank and your Business Bank Account is established and maintained by the Bank in coordination with the Program Manager through the Program Manager’s dashboard (“Jaris Dashboard”) or API (“API”, collectively with the Jaris Dashboard, the “Jaris Services”). You must agree to a services agreement

with the Program Manager (the “Jarvis Agreement”) and this Bank Agreement before you use the Jarvis Services. The Jarvis Services help you communicate with the Bank to manage and access the Business Bank Account. The Bank does not provide the Jarvis Services, and your use of the Jarvis Services is governed by the terms and conditions of the Jarvis Agreement.

Section A: General Business Bank Account Terms

1. Opening a Business Bank Account.

1.1 Subject to the Program Manager’s customer identification and beneficial ownership procedures as approved by the Bank, the Bank may allow a Business Bank Account to be opened for a business (including a corporation, limited liability company, limited partnership, sole proprietorship, or other similar legal entity) to be used for commercial purposes through the Jarvis Services. A Business Bank Account may not be used for personal, family or household purposes. You will need to provide additional due diligence information for the Bank to approve the establishment of a Business Bank Account. Business Bank Account functionality will be limited until the account holder has submitted, and we have reviewed and approved, all required information. You will provide responses acceptable in form and substance to the Bank. You may designate the authorized persons to execute any documents and effectuate transactions in connection with a Business Bank Account through the Jarvis Services. The Bank will treat each designated person as authorized to transact on the Business Bank Account until the Bank receives notice through the Jarvis Services that the authorized person does not have authority. You agree to notify the Program Manager of any change in your form of organization, change in the ownership of the equity interests therein, or changes in the authority of any person authorized to act with respect to a Business Bank Account or any transactions relating to it.

1.2 By establishing the Business Bank Account and agreeing to this Bank Agreement through the Jarvis Services, you authorize the Bank to follow the instructions of the Program Manager (whether electronic, written or oral) and you agree that the Bank may completely rely on such instructions without further investigation or authorization from you. For purposes of collecting information from you, you hereby acknowledge and expressly agree to the Program Manager collecting such information from you and providing such information to the Bank for purposes of this Bank Agreement. You hereby waive any conflict resulting from such relationships.

2. Information Verification.

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

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

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

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

You will notify the Program Manager of: (i) any change to your legal name, phone number, mailing address, and email address, (ii) the death of a Business Bank Account owner, and (iii) any changes in your beneficial ownership information.

3. Fees and Interest.

The Business Bank Account is a no-fee, demand deposit account held with the Bank.

Business Bank Accounts opened at the Bank directly through the Jaris Services may accrue interest. The rates at which interest is paid on the principal balance of the Business Bank Account and calculation applicable to the Business Bank Account are disclosed at <https://jaris.com/fees/first-internet-bank>. The interest rate is determined at the discretion of the Bank and may change at any time. You agree to view the interest rate prior to account opening and periodically thereafter.

4. Deposits and Withdrawals.

4.1 Funds will be deposited by the Platform as a credit settlement from the acquiring originating depository financial institution into the Business Bank Account through the Jaris Services. You may not make a deposit to the Business Bank Account by ACH or sending the Bank cash or checks in the mail. The Bank is not liable for any deposits that are not received by the Bank. The Bank does not accept deposits in foreign currency. To the extent identifiable, any deposits received by the Bank that the Bank does not accept for deposit into the Business Bank Account will be returned.

4.2 You may withdraw funds only to an authenticated external account at another bank ("Linked Account") after the funds are available in the Business Bank Account. Withdrawing money does not mean that funds you have deposited in the Business Bank Account are "good," have "cleared," or have been paid by the paying bank. For example, it's possible that a transfer of funds will be returned months after the funds are available in the Business Bank Account and you've withdrawn them. The Bank may reverse any temporary credit.

4.3 The Bank's policy is to make funds received as set forth in Section 4.1 available in the Business Bank Account within two (2) Business Days after the banking day on which the funds are deposited. As used in this Bank Agreement, "Business Day" is a calendar day other than a Saturday, Sunday, or federal holiday in the United States.

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

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

Deposited funds will be available in accordance with this Bank Agreement. The Bank may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant.

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

- The Business Bank Account has been overdrawn repeatedly in the last six months; or
- There is an emergency, such as a failure of computer or communications equipment.

The Program Manager will notify you if the Bank delays your ability to withdraw funds for any of these reasons and will tell you when the funds will be available. Funds will generally be available no later than the seventh Business Day after the day of a deposit.

4.4 An overdraft occurs when the Business Bank Account does not have sufficient funds to fund a transaction, but the Bank pays it anyway. You are responsible for ensuring that there are sufficient available funds in the Business Bank Account to cover any transactions you authorize.

You have no right to overdraw the Business Bank Account. The Bank may pay overdraft items in its discretion. If the Bank elects to pay an overdraft, you must deposit additional funds into the Business Bank Account immediately in an amount sufficient to cover the overdraft. The Bank will decline your transaction if the Bank does not pay an overdraft item.

5. Limitations on Transfers & Credit Risk

There is no limit on the number of withdrawals you can make to a Linked Account. The Bank may take steps to protect itself if the Bank determines you or your activities create a credit risk, including any of the following: The Bank may impose limits on the aggregate amount of debit entries ("Entries") that you may initiate through our ACH services, taking into account the total dollar amount of entries transmitted, frequency of origination, and payment application originated by you ("Exposure Limits"). Upon request, the Bank will disclose the initial Exposure Limits to you. You agree you will not transmit Entries that would cause you to exceed the Exposure Limits.

We may require you to provide appropriate information to enable the Bank to assess the credit risk associated with providing services to you through the Bank Services. The Bank reserves the right to designate or terminate Entry classes that the Bank will process for you.

6. Limitations on Transferring Ownership of a Business Bank Account.

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

7. Statements.

Monthly statements for your Business Bank Account ("Statements") will be made available to you through the Jaris Services.

You must examine your Statement with reasonable promptness and report any errors or discrepancies to the Program Manager. If you discover (or reasonably should have discovered) any unauthorized activity, you must promptly notify the Program Manager of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the Statement but other items with unauthorized activity by the same wrongdoer. You agree that the time you have to examine your Statement and report to the Program Manager will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the Statement is first sent or made available to you. You further agree that if you fail to report any unauthorized activity in your Business Bank Account within 60 days of when we first send or make the Statement available through the Jaris Services, you cannot assert a claim against us on any items in that Statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care.

In addition to your duty to review your Statements for unauthorized activity, you agree to examine your Statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. You agree that the time you have to examine your Statement and report to the Program Manager will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your Statement and items and report any errors to Program Manager within 60 days of when we first send or make the Statement available precludes you from asserting a claim against us for any errors on items identified in that Statement and as between you and us the loss will be entirely yours.

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

If you make a claim asserting an unauthorized transaction or similar issues with your Business Bank Account, or if the Bank suspects that the Business Bank Account may be compromised, the Bank may close the Business Bank Account. If you decline to close the Business Bank Account following a recommendation of the Bank and instead continue to utilize the same, you agree that the we will not be liable to you for subsequent losses or damages on the Business Bank Account due to unauthorized activity.

To make a claim due to any errors, unauthorized transactions, no receipt of statement or other claims, please contact the Program Manager at support@jaris.io or call us at 1-888-802-2858.

8. Right of Setoff and Security Interest.

We may (without prior notice and when permitted by law) set off the funds in the Business Bank Accounts against any due and payable debt you owe us now or in the future. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date. We will not be liable for the declination or dishonor of any transaction when the dishonor occurs because we set off a debt against the Business Bank Account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

9. Legal Process Against Your Business Bank Account.

You agree that we may comply with any legal process, such as an attachment, garnishment, levy or seizure, related to the Business Bank Account. We may limit your ability to make withdrawals from the Business Bank Account to the Linked Account until the legal process is resolved. We are not liable to you for any sums the Bank may be required to pay because of any legal process. We are not required to determine whether the court issuing the legal process had jurisdiction over you or over the Business Bank Account or otherwise had the authority to issue the legal process. Any payment the Bank makes is subject to the Bank's right of offset and the Bank may first satisfy any debts you owe to the Bank. If we incur any expenses in responding to any legal process that are not otherwise reimbursed, we may charge such expenses to the Business Bank Account without prior notice to you.

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

10. Unclaimed Property.

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

11. Closing Your Business Bank Account.

The Business Bank Account owner may close the Business Bank Account at any time by notifying the Program Manager. The Bank may close the Business Bank Account at any time. If the Bank closes the Business Bank Account with a balance, the Program Manager will notify the Business Bank Account owner of the action and the Bank will send the remaining funds by a mailed check or other means to the Business Bank Account owner. If the Bank closes the Business Bank Account because of suspected fraudulent or illegal activity, the Bank may freeze access to the funds and close the Business Bank Account.

Upon the closure of a Business Bank Account, the Program Manager will retain the associated records pursuant to the Bank's policy regarding the retention of such records.

12. Restricted Uses.

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

Section B: Data Privacy and Protection

1. Privacy Policy

The Bank maintains a policy and other documents that explains how it uses and protects data. You can find these at <https://www.firstib.com/privacy-security/>. The Jaris Services and its features are governed by the Program Manager's privacy policy, which may be found at <https://jaris.io/legal/privacy>.

2. Business Bank Account Security Procedures.

This Section describes the security requirements, procedures and protocols ("Security Procedures") applicable to the Bank Services. We work hard to protect your Business Bank Account and keep your money safe, and we expect you to play your part too. The tools we give you to access your money can be used to steal your money in the wrong hands. For that reason, you agree to protect the Business Bank Account numbers and electronic access devices, like your secret keys and credentials. Your Business Bank Account numbers can also be used to electronically remove money from your Business Bank Account. If you give someone access to a device that enables access to your Business Bank Account, and they abuse it, you are liable for their transactions until you have told us that the person is no longer authorized.

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

You are strictly responsible for establishing and maintaining security measures and complying with the Security Procedures. You agree to take reasonable steps to maintain the confidentiality of any API key, token, passwords, unique identifiers, codes, security devices, and any related information provided by us or established by you in connection with the Security Procedures, the Business Bank Account, or the Jaris Dashboard. You will immediately notify the Program Manager if you suspect or know that any API keys, tokens, passwords, unique identifiers, codes, security devices, or any related information have been accessed by or provided to an unauthorized person. You will be responsible for unauthorized activity until the Program Manager has been notified of the unauthorized

access and have had a reasonable opportunity to act upon such notice, to the extent permitted by law.

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

Section C: Automated Clearing House Origination

The Bank is allowing you to originate automated clearing house (“ACH”) entries to credit the Linked Account. For such ACH transfers, the provisions of this Section C shall apply as well as any supplemental terms and conditions the Bank may publish in connection with ACH origination.

Capitalized terms not defined in this Section C have the meanings provided in the Operating Rules and Guidelines of the National Automated Clearinghouse Association the (“NACHA Rules”). The Bank is enabling Business Bank Accounts to originate ACH debit Entries by means of the Automated Clearing House Network (“ACH Services”) and according to the NACHA Rules.

You agree you will comply with the NACHA Rules, any additional rules adopted by local or state ACH associations, the terms of this Bank Agreement, and the terms of any additional agreement the Bank may request in connection with the origination of ACH Entries.

You shall be bound by and comply with the NACHA Rules for all Entries, whether an Entry is sent through the ACH network. You acknowledge receipt of the Security Procedures, which are set out in Section B(2), and agree that the Security Procedures apply to the ACH Services and are commercially reasonable procedures for you.

1. Processing, Transmittal, Settlement, and Rejection.

You will transmit Entries in compliance with the formatting and other requirements provided by the Program Manager to you and in accordance with the Security Procedures. You authorize the Bank to: (a) process Entries received from you or your agent; (b) transmit such Entries as an Originating Depository Financial Institution to the ACH network; and (c) settle for such Entries. Subject to the terms and conditions of this Bank Agreement, we will transmit such Entries by the applicable deposit deadline of the ACH

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

The Bank will have the right to reject any Entry that does not comply with the requirements of this Bank Agreement or for any reason permitted under the NACHA Rules. The Bank will also have the right to reject any Entry if you have failed to comply with the Security Procedures, or have failed to meet any obligation to us or the Bank, including payment obligations pursuant to this Bank Agreement or any other obligation.

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

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

2. Payment Related to Entries and Returned Entries.

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

You will pay the Bank for any returned debit Entries (including rejected debit Entries) or any adjustment Entries, which the Bank has previously credited to the Business Bank Account. You agree that we do not need to send a separate notice of debit Entries that are returned unpaid. Reports containing information regarding returned debit Entries are available. You authorize the Bank to debit your Business Bank Account on the day the returned or rejected electronic debit Entry is received or thereafter. You agree to maintain a sufficient balance in your Business Bank Account to cover returned or rejected electronic debit Entries. If a returned or rejected electronic debit Entry cannot be debited against your Business Bank Account, you will pay the Program Manager on behalf of the Bank the amount of the returned or rejected debit Entry. Should there be a negative balance on the Business Bank Account, you hereby authorize the Program Manager to: (1) withdraw the funds necessary to offset such negative balance from the Linked Account, or (2) utilize future deposits in order to offset such negative balance.

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

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

You may initiate a reversing Entry for erroneous or duplicate transactions, as permitted by the NACHA Rules. In doing so, you warrant that you have initiated the Entry within five days of the original Entry and within 24 hours of the discovery of the error. The account holder for the reversing Entry must have been notified of the reversal and the reasons for

the reversal no later than the settlement day of the reversal. For reversing Entries, you indemnify all parties to the transaction(s) from and against any claim, demand, loss, liability, or expense.

3. Errors and Discrepancies.

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

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

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

4. Indemnities.

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

If any party becomes liable for damages suffered by another party or a third party in connection with the ACH Services in this Section C, the parties will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss

recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

5. Representations, Warranties, and Agreements.

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

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

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

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

Section D: Additional Legal Terms

1. Term and Termination.

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

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

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

2. Doing Business Electronically

2.1 In order to establish a Business Bank Account with us and use the Bank Services connected thereto, you must first agree to the Jaris Agreement and agree to exclusively receive disclosures, statements, and other communications about the Bank Services through the Jaris Services (“Communications”). We can only give you the benefits of the Bank Services by conducting business through electronic channels, and by agreeing to this Bank Agreement, you consent to receiving Communications electronically on an exclusive basis. This Section informs you of your rights when receiving electronic Communications from the Bank.

2.2 You agree that electronic Communications shall be considered “in writing” and have the same meaning and effect as if they were provided in paper form, unless you have withdrawn your consent to receive Communications electronically as stated in Section D(2.4) below. You agree that the Bank has no obligation to provide you Communications in paper format, although the Bank may choose to do so at any time.

2.3 You understand that, in order to view and retain copies of electronic Communications, you will need either:

- A computer with access to the internet and a web browser that is currently being supported by its publisher and that has cookies enabled; or
- A mobile device with access to the internet and the most recent device operating system and the most recent versions of Apple Safari or Google Chrome on iOS or Google Chrome for Android OS.
- You will also need a valid email address, sufficient storage space to save Communications or the capability to print the Communications from the device on which you view them.

2.4 You may withdraw your consent to receive Communications electronically by notifying the Program Manager. If you withdraw your consent, the Bank will close your Business Bank Account.

3. Updating Records and Statements.

3.1 You can update your contact information through the Jaris Dashboard or by emailing support@jaris.io. You are responsible for ensuring your contact information is current and accurate.

3.2 You can review your transaction history through the Jaris Dashboard to find out whether a deposit has been made. Where applicable, you can get a receipt at the time you make any transfer to or from your Business Bank Account.

4. Power of Attorney.

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

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

5. Modifications to the Jaris Services or the Bank Services.

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

6. Modifications.

The Bank may change this Bank Agreement, including fees associated with the Business Bank Account, privacy policy, and other documents incorporated herein in any manner at any time, subject to applicable law. Changes to this Bank Agreement may include deletions, additions, and modifications made by the Bank in its discretion. You will be notified of any changes when they are posted on the Jaris Dashboard or presented to you through the Jaris Services. You may also be notified of changes by email or as otherwise required by applicable law. The revised Bank Agreement is effective on the date the changes are posted on the Jaris Dashboard. By using the Bank Services after receiving notice of a change, you are agreeing to be bound by the revised Bank Agreement.

7. Eligibility.

To be eligible to use the Bank Services: (i) you must be a duly organized, validly existing business, organization, or other legal entity in good standing under the laws of the state of formation and able to enter into legally binding contracts, and (2) you must have an existing loan product serviced by the Program Manager. By agreeing to this Bank Agreement, you represent and warrant to us that: you have not previously been suspended or removed from the Bank Services and that your registration and your use of the Bank Services is in compliance with all applicable laws and regulations.

We reserve the right to validate your identity, including as described in Section A(2).

8. Rules Governing The Bank Agreement.

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

9. Indemnification.

If someone sues the Bank or its agents or service providers including, but not limited to the Program Manager (the “Bank Indemnified Parties”) because of something you did, you agree to defend, indemnify, and hold the Bank Indemnified Parties harmless from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys’ fees and costs, incurred by the Bank Indemnified Parties in connection with any claim by a third party arising out of or in any way related to: (a) your use of the Bank Services; (b) your violation or alleged violation of this Bank Agreement or of any applicable law; (c) your infringement or alleged infringement of any intellectual property or other right of any other person or entity; or (d) any dispute between you and a third party.

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

10. Limitation of our Liability to You.

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

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

IF YOU ARE A CALIFORNIA RESIDENT, TO THE EXTENT PERMITTED BY LAW, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND

THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

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

11. Dispute Resolution by Binding Arbitration.

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

11.1 You and the Bank agree that any and all past, present and future dispute, claims, or causes of action arising out of or relating to your use of any of the Bank Services, this Bank Agreement, or any other controversies or disputes between you and the Bank and/or you and Jaris or any of their respective affiliates, licensors, distributors, suppliers or agents, whether arising prior to or after you agreed to this Bank Agreement (collectively, “Dispute(s)”), shall be determined by arbitration, unless (a) you opt out as provided in Section D(11.4) below; or (b) your Dispute is subject to an exception to this agreement to arbitrate set forth in Section D(11.8). You and the Bank further agree that any arbitration pursuant to this Section shall not proceed as a class, group or representative action.

11.2 The Bank wants to address your concerns without the need for a formal legal dispute. Before filing a claim against the Bank, you agree to try to resolve the Dispute informally by contacting us. Similarly, the Bank will undertake reasonable efforts to contact you (if we have contact information for you) to resolve any claim we may possess informally before taking any formal action. If a Dispute is not resolved within 30 days after the email noting the Dispute is sent, you or the Bank may initiate an arbitration proceeding as described below.

11.3 By agreeing to this Bank Agreement, you and the Bank each agree to resolve any Disputes through final and binding arbitration as discussed herein, except as set forth in Section D(11.8) below.

11.4 You may opt out of this arbitration provision by sending a written notice to the email address listed in Section D(15) within thirty (30) days after first accepting this Bank Agreement. You must date the written notice, and include your first and last name, address, and a clear statement that you do not wish to resolve disputes with the Bank or Jaris through arbitration. Except for the exceptions in Section D(11.8) below, you

knowingly and intentionally waive your right to litigate any Dispute if you do not submit notice before the 30-day deadline. You may continue to use the Jaris Services and the Bank Services if you opt out of the agreement to arbitrate after which no party to this Bank Agreement may invoke the mutual agreement to arbitrate in this Section D(11).

11.5 You and the Bank agree that the American Arbitration Association (“AAA”) will administer the arbitration under its Commercial Arbitration Rules in effect at the time arbitration is sought (“AAA Rules”). Those rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. A party who desires to initiate arbitration must provide the other party with a written demand for arbitration as specified in the AAA Rules (“Demand for Arbitration”).

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

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

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

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

You and the Bank further agree that all proceedings can be conducted via video conference, telephonically or via other remote electronic means; provided that, if the arbitrator(s) reasonably determines that an in-person hearing is necessary, the arbitration will be held in the county where you live or work.

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

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

11.6 Regardless of the rules of a given arbitration forum, you and the Bank agree that the arbitration of any Dispute shall proceed on an individual basis, and neither you nor the Bank may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "Collective Arbitration"). Without limiting the generality of the foregoing, a claim to resolve any Dispute against the Bank will be deemed a Collective Arbitration if (a) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (b) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

11.7 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR THE BANK SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. ANY CHALLENGE TO THE VALIDITY OF THIS SECTION D(11) SHALL BE DETERMINED EXCLUSIVELY BY THE ARBITRATOR.

11.8 Notwithstanding your and the Bank's right to arbitrate Disputes, you and the Bank retain the following rights: you and the Bank each retain the right (a) to bring an individual action in small claims court; and (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights.

11.9 Except as otherwise required by applicable law, in the event that this arbitration provision is found not to apply to you or your Dispute, you and the Bank agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Hamilton County, Indiana. You and the Bank consent to venue and personal jurisdiction there. We all agree to waive our right to a jury trial.

11.10 This Section D(11) “Dispute Resolution By Binding Arbitration” shall survive the termination or expiration of this Bank Agreement. With the exception of Section D(11.7), if a court decides that any part of this Section D(11) is invalid or unenforceable, then the remaining portions of this Section D(11) will nevertheless remain valid and in force. In the event that a court finds that all or any portion of Section D(11.7) to be invalid or unenforceable, then the entirety of this Section 11 “Dispute Resolution By Binding Arbitration” shall be deemed void and any remaining Dispute must be litigated in court pursuant to Section D(11.9).

12. Disclaimers.

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

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

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

13. Force Majeure.

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

14. Waiver.

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

15. Notices.

We may be required to send you a notice about your Business Bank Account. We may notify you through the Jaris Dashboard, via email, or by mail using the contact information you provide us when you establish the Business Bank Account. All notices and statements concerning your Business Bank Account are effective when we post, mail or deliver them to you or another owner or authorized signer.

Notice to any one of them will be effective for all.

16. Contact Us.

Please contact the Program Manager at support@jaris.io or call us at 1-888-802-2858 if you have any questions about this Bank Agreement or the Bank Services. Unless required by law or we have agreed otherwise in writing, the Bank is not required to act upon instructions you give by fax or voicemail. In some cases, we may ask that you submit any verbal instructions to us in writing

17. Phone Communications and Recording.

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

and artificial, text, or prerecorded messages. Standard message and data rates may apply to all text messages.

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

18. Credit Verification and Reporting.

You authorize the Bank to gather credit and employment information by any necessary means, including by requesting a credit report from a credit reporting agency. You may contact us and request to be informed whether a consumer credit report about you was requested, and we will tell you the name and address of the credit reporting agency that furnished any report. We may use information from a credit report to review your Business Bank Account or for any other legitimate business purpose.

The Bank may also report information about your Business Bank Account to a credit reporting agency, including information about an involuntary closure because of an unpaid negative balance or any other reason. This, or any other default, may be reflected in your credit report.