Flex Commercial Charge Card
Pricing Disclosures

These Pricing Disclosures show any applicable fees and other important information about your Account issued by Column N.A. and are part of your Commercial Charge Card Agreement (“Card Agreement”). All capitalized terms not defined in these Pricing Disclosures are defined in the Card Agreement.

Annual Percentage Rate (APR) and Finance Charges: Not Applicable. This Account is a charge card. No periodic finance charges or interest charges apply to your Account, provided that your Balance is paid in full by the Payment Cut-Off Time each day as required by this Card Agreement. If your Balance is not paid in full by the Payment Cut-Off Time, you will be in default under this Card Agreement and we may exercise our rights as set forth in Section 9.

Payment Information
All charges made on this charge card are due and payable in full each day by 10 p.m. ET.

Flex Commercial Charge Card Agreement

PLEASE READ THIS CARD AGREEMENT CAREFULLY. THIS CARD AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT, AND INCLUDES A WAIVER OF CLASS ACTION AND JURY TRIAL PROVISION. THE AGREEMENT TO ARBITRATE REQUIRES THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF, REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU MAY NOT BE ABLE TO HAVE ANY CLAIMS YOU HAVE AGAINST US RESOLVED BY A JURY OR IN A COURT OF LAW.

This Commercial Charge Card Agreement ("Card Agreement") governs the use of your Account and related Card(s) issued by Column N.A., Member FDIC. This Card Agreement includes the Pricing Disclosures that apply to your Account, our Privacy Notice (available at https://column.com/legal/privacy-notice), all disclosures and materials provided to you before and when you applied for and/or opened your Account, and any supplements or amendments to this Card Agreement. By signing this Card Agreement, you acknowledge receipt of a completed copy of this Card Agreement and your understanding of its terms, including the Arbitration Agreement, and you also accept all the terms in this Card Agreement. Additionally, you accept this Card Agreement if you or an Authorized User activate a Card or use the Account or a Card. By completing an application for the Account, you agree to the Arbitration Agreement even if you or an Authorized User do not use the Account or a Card. The Card issued under this Card Agreement is marketed as the Flex Reward Card.

1. Definitions

The following terms in this Card Agreement have the meanings set forth below. The definitions of other terms not included below can be found within this Card Agreement.

"**Account**": The commercial charge card account provided by us.

"**Authorized User**": Any person who you and we authorize to make Transactions on your Account after you give us that person's name as an authorized user and any other information we may require.

"**Available Credit**": The amount of credit that is available for you to make Transactions with your Account at any given time.

"**Balance**": The total outstanding and unpaid amount you owe on your Account, including fees, charges, and any and all other amounts you owe us under this Card Agreement.

"**Balance Transfer**": The transfer of a balance from another credit account to your Account.

"**Beneficial Owner**": Any individual who directly or indirectly owns at least 25% of the equity interests in Company and an individual with significant responsibility for managing the Company, such as an executive officer, managing member, or general partner, as set forth in 31 C.F.R. § 1010.230.

"**Business Day**": Monday through Friday, except for federal holidays, and any other holiday on which banks in California are permitted to be closed.

"**Card**": One or more cards or other access devices, including your Account number or physical or virtual card, that we issue or otherwise provide to access your Account to obtain credit.

"**Cash Advance**": The use of your Card or Account to get cash or what we consider a cash equivalent.

“Collateral Account”: An account maintained by us to hold funds as collateral for your obligations under this Card Agreement.

“**Company**”: The commercial business, or in the case of a sole proprietorship, the individual operating in connection with a bona fide commercial or business purpose, that applied for the Account and for which the Account is established, or which is responsible for repaying all amounts due on the Account under this Card Agreement.

“**Confidential Information**”: The provisions of this Card Agreement and any other related documentation and information that we provide to you.

“**Control**”: The (i) ownership or beneficial ownership, directly or indirectly, of 50% or more of the economic interests in Company or of any class of stock or voting equity interests; (ii) right to elect executive officers or a majority of Company’s board of directors; or (iii) right or power to manage Company’s day to day operations and management decisions.

“**Credit Limit**”: The maximum amount of credit we may extend to you under the Account.

“**Day**”: A calendar day, unless otherwise provided.

“Demand Deposit Account”: Your business demand deposit account with us, and all amendments, extensions, renewals, substitutions, and replacements thereof.

“External Bank Account”: A business demand deposit account that is held by a U.S. financial institution other than us and that is acceptable to us.

“**Flex App**”: Servicer’s mobile device software application that allows you to access your Account on a mobile device and/or the Flex Website.

“Flex Website”: Servicer’s website at www.flex.one that allows you to access your Accounts online.

“**Over-the-Limit Amount**”: Any amount by which your Balance exceeds your Credit Limit or Available Credit on a given day.

“**Pricing Disclosures**”: The Pricing Disclosures we or Servicer provided to you after approving you for the Account.

“**Purchase**”: The use of your Card or Account (including through the use of an enabled Mobile Device) to buy or lease goods or services. Purchases do not include Cash Advances or Balance Transfers.

“**Servicer**”: Flexbase Technologies, Inc. (“Flex”).

“**Transaction**”: A Purchase and any other use of your Card or Account to obtain credit from us, but excluding Balance Transfers.

“**We**,” “**us**,” and “**our**”: Column N.A., and its divisions or assignees, and its successors and assigns, and also includes, unless otherwise indicated, its agents and representatives.

“**you**” and “**your**”: The Company.

2. Account Eligibility; Conditions Precedent to Using Your Account

Our obligation to extend credit under this Card Agreement shall be subject to the fulfillment of all of the conditions set forth in this Card Agreement.

a. **Organization.** Company must be a commercial entity, or in the case of a sole proprietorship, one individual operating in connection with a bona fide commercial or business purpose, as authorized by applicable law and as we may permit. Only companies organized and registered in the United States, or individuals operating as sole proprietors in connection with a bona fide commercial or business purpose within the United States, may apply for an Account or use the Account or Card. Individual consumers not operating as sole proprietors, and persons or entities organized and/or registered outside the United States, are not permitted to open or use or attempt to open or use an Account or Card. Company must be duly organized and remain in good standing under the laws of its jurisdiction of organization at all times, or in the case of a sole proprietor, must be operating lawfully under all applicable laws. Any Account held by a sole proprietor must be established, titled, and maintained in connection with the sole proprietor's business activities and used exclusively for commercial or business purposes. Use of a sole proprietor Account for personal, family, or household purposes is a violation of this Card Agreement and may result in immediate suspension or termination of the Account in our sole discretion.

b. **Demand Deposit Account.** You must have and maintain a Demand Deposit Account in good standing in order to be eligible for the Account. The terms and conditions of your Demand Deposit Account, and the circumstances under which you may withdraw funds from the Demand Deposit Account, are set forth in the terms and conditions governing your use of the Demand Deposit Account.

c. **Prohibition on Fraudulent Activity.** You are not eligible for an Account if we determine, in our sole discretion, that you or any Authorized User has engaged in, attempted, or facilitated fraudulent activity in connection with this Account, any other account with us or any affiliate, or any third-party financial institution. We may immediately suspend or close your Account if we determine at any time that fraudulent activity has occurred or is suspected. You represent and warrant that neither you nor any Authorized User has engaged in fraudulent activity in connection with any financial account, credit facility, or payment service within the seven (7) years preceding the date of your application for this Account.

3. **Your Account**

a. **Charge Card Account.** Each Card is a charge card that accesses an open-end credit account issued by us. No Card associated with the Account is a debit card.

b. **Using Your Account.** When you make a Transaction using your Account or a Card, we extend credit to you in the amount of the Transaction, not to exceed your Credit Limit. The amount of the Transaction, plus any applicable fees or charges, will be added to the Balance on your Account and will reduce your Available Credit by the same amount.

c. **Permitted Account Use.** You acknowledge and agree that the Account is intended to be used for Company's lawful business or commercial purposes only. You may not use the Account for personal, family, or household purposes, or illegal purposes, or in any manner not permitted by this Card Agreement. We may provide you with notices or take other actions required for consumer-purpose accounts without making the Account subject to such laws. We may refuse to process any transaction that we believe may violate the terms of this Card Agreement or applicable law, or may pose significant risk to us. If you use your Account in a manner that is not permitted, this Card Agreement still applies, and you are liable for those transactions. You also may be liable to us for any damages and/or expenses resulting from such use. Additionally, you will be in default and we may close your Account. Neither we nor Servicer are liable for any damages or other liability resulting from such use.

d. **Promise to Pay.** ***You promise to pay us the Balance on your Account, including, without limitation: Transactions you make, even if you do not present the Card or sign for the***

Transaction; Transactions that other people make if you let them use or access your Account; and Transactions any Authorized User makes or permits others to make. If you let someone else use the Account or a Card, you are responsible for all charges made by that person, even if that person's use exceeds their authority to use your Account or the Card, whether or not you have notified us that the person will be using your Account. If you are responsible for paying any Balance, we may refuse to release you from liability until all of the Cards outstanding under the Account have been returned to us or destroyed at our request and you repay us the Balance owed to us under the terms of this Card Agreement.

e. **Virtual Cards and Physical Cards; Activating Your Card.** We may permit you to obtain a virtual Card in the Flex App or in a third-party wallet service and use the virtual Card to make Transactions on your Account. Your use of a virtual Card may be subject to additional terms and conditions, which you must accept when you obtain or access a virtual Card, and which are incorporated by reference herein. You may not be able to use a virtual Card at any terminal that does not have the technology necessary to accept a virtual Card. We are not responsible for any third-party wallet service. You also may receive a physical Card, which you must activate before it can be used. You can activate a physical Card by following the instructions in the Flex App or on Flex Website. We may require you to provide personal information in order to verify your identity before we will activate a physical Card. You must return any physical Card to us or destroy it if we ask you to do so.

f. **Transactions.** You may use your Card and Account and obtain credit from us to make Transactions at merchants that honor Visa credit cards. By swiping or tapping your virtual or physical Card or entering your Card information at the point of sale, you authorize us to post the Transaction to your Account. Each time you make a Transaction or a Transaction posts to your Account, your Available Credit will be reduced by the amount of the Transaction. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet Purchase), the legal effect will be the same as if you used the Card itself. You agree that we may rely on information provided by merchants and your applicable payment network to categorize transactions, as well as merchant category. Balance Transfers are not available on your Account under this Card Agreement. You may not use or permit your Account to be used for Balance Transfers. ATM cash access is available on your Account as described in Section 3(h).

g. **Flex App.** You can obtain information about your Account through the Flex App, such as Transactions, the Balance, and any fees or charges. While we do our best to provide the most up-to-date information about your Account, there may be some delay in reflecting new Transactions. You are responsible for regularly reviewing your Account information through the Flex App and promptly reporting any errors or discrepancies to Servicer.

h. **ATM Access.** You may use your physical Card to withdraw cash at ATMs that accept Visa cards, subject to your then-current Available Credit and any daily cash access limits we establish and disclose to you from time to time. Each ATM cash withdrawal will be posted to your Account, will reduce your Available Credit by the amount withdrawn, and will be added to your Balance. Because your Credit Limit is secured by your Collateral Account, ATM cash withdrawals may result in a corresponding reduction in your Credit Limit to the extent the withdrawal reduces the funds held in your Collateral Account. We are not responsible for any surcharge fees or other fees charged by ATM operators, networks, or other third parties in connection with your use of ATMs. Neither we nor Servicer are responsible for any losses you incur if an ATM or third party refuses to accept your Card or process your request.

4. Credit Limit and Available Credit

a. **Credit Limit.** Your Credit Limit is equal to the funds you have deposited and maintain in your Collateral Account, subject to any minimum or maximum amounts we establish and disclose to you. You may increase your Credit Limit by depositing additional funds into your Collateral Account, subject to our then-current limits and procedures. Your Credit Limit will decrease if the balance in your Collateral Account decreases, including as a result of a withdrawal or our application of collateral against amounts you owe. We may also reduce your Credit Limit in our discretion to the extent permitted by applicable law, and we will provide any notice required by law.

b. **Your Balance may never exceed your Credit Limit**. You agree that you will not make, or attempt to make, any Transaction that would cause your Balance to exceed your Credit Limit or Available Credit, unless we authorize it. We are not required to authorize any Transaction that would exceed your Available Credit. If we, in our sole discretion, authorize a Transaction that results in an Over-the-Limit Amount, doing so does not increase your Credit Limit, and you remain liable for the full amount of the Transaction. This Card Agreement applies to your entire Balance, including any Over-the-Limit Amount, and any applicable finance charges and fees will apply to the Over-the-Limit Amount the same as to other balances. If your Balance exceeds your Credit Limit, you must immediately repay the Over-the-Limit Amount.

c. **Security; Collateral Account**. As a condition of obtaining and maintaining credit under this Card Agreement, all funds you deposit into your Demand Deposit Account will automatically be transferred to and held in a Collateral Account maintained by us in an amount we determine, which may equal up to your full Credit Limit or outstanding Balance. By accepting this Card Agreement, you expressly authorize us and Servicer to initiate such transfers from your Demand Deposit Account to the Collateral Account, including by internal book transfer or such other means as we may employ, and you acknowledge that this authorization is a continuing authorization for the duration of this Card Agreement. Funds held in the Collateral Account serve as collateral to secure your obligations under this Card Agreement, including repayment of your Balance, fees, and any other amounts you owe us. You will not have the right to withdraw, transfer, or otherwise access funds held in the Collateral Account while your Account remains open, except as we may permit in our sole discretion. We may apply funds in the Collateral Account toward your outstanding Balance or other amounts owed to us under this Card Agreement, including your Required Payment, at any time without prior notice to you, and any such application constitutes satisfaction of your Required Payment obligation to the extent of the funds applied. You may also satisfy your Required Payment using the methods described in Section 7(b). Upon closure of your Account and satisfaction in full of all amounts you owe us, any remaining funds in the Collateral Account will be returned to your Demand Deposit Account or otherwise made available to you in accordance with the terms governing your Demand Deposit Account.

5. Authorizations; Transaction Limitations; Holds

a. **Authorizations and Holds.** If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may pre-authorize the Transaction amount up to $75.00 or more. If your Card is declined even though you have sufficient Available Credit, pay for your Transaction inside with the cashier. If you use your Card at a restaurant, a hotel, or for similar purchases, the merchant may pre-authorize the Transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any pre-authorization amount will place a “hold” on your Available Credit in that amount until the merchant sends us the final payment amount of the Transaction. Once the final payment amount is received, the pre-authorization amount on hold will be removed. It may take up to seven (7) Business Days or more for the hold to be removed. During the hold period, you will not have access to the pre-authorization amount. If you authorize a Transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of Available Credit for up to thirty (30) days or more.

b. **Refusal to Honor Your Account.** Notwithstanding any other provision of this Card Agreement, and regardless of your then-current Credit Limit or Available Credit, we may decline to authorize any Transaction for any reason at our sole discretion. Additionally, we may limit the number of Transactions that may be approved in a single day. Neither we nor Servicer are responsible for any losses you incur if we do not authorize a Transaction. A terminal, financial institution, business, merchant, merchant’s financial institution, or other third party may refuse to honor a

Card or your Account. Neither we nor Servicer are responsible for any losses you incur if any such party refuses to accept your Card or Account number or process the Transaction you request for any reason.

c. **Recurring Preauthorized Transactions.** Recurring preauthorized Transactions occur when you authorize a merchant to automatically initiate a Transaction using your Account on a recurring basis. If you authorize a merchant or other person to charge your Account for recurring preauthorized Transactions, you must notify the merchant if: we issue a new Card with a different number or expiration date to you; your Account number changes; or your Account is closed. These Transactions may continue to be charged to your Account until you change the billing information with the merchant directly. We also may (but are not obligated to) provide your new Card number and expiration date to a merchant with whom you have set up a recurring preauthorized Transaction in order to continue your recurring preauthorized Transactions.

d. **Foreign Transactions.** A "Foreign Transaction" is any Transaction that is (1) made in a currency other than U.S. dollars, or (2) made in U.S. dollars but the Transaction is made or processed outside of the U.S. Foreign Transactions include, for example, online Transactions made in the U.S. but with a merchant who processes the Transaction in a foreign country. If you make a Foreign Transaction, we will convert the Transaction into U.S. dollars at an exchange rate that we select at our sole discretion. The exchange rate we apply may vary from time to time and may reflect factors such as the type, amount, and currency of the Transaction, the date and time of the conversion, and other relevant factors. The exchange rate will typically include a margin above the rate at which we or our service providers obtain the applicable currency, and you should expect it to be less favorable to you than the rates we pay or rates quoted publicly. The exchange rate applied may differ from the rate in effect on the transaction date or the posting date.

e. **Receipts.** You may obtain receipts to maintain a record of your Transactions. You may need a receipt in order to verify a Transaction with a merchant.

f. **Quality of Goods; Refunds.** Neither we nor Servicer are responsible for the delivery, quality, safety, legality, or any other aspect of the goods or services that you purchase from a merchant with your Account or a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased. If a merchant provides you a refund for any reason for goods or services obtained with your Account or a Card, you agree to accept a credit to your Account for such refunds, in accordance with the refund policy of that merchant. If the merchant provides you such a refund, the credit to your Account may not be immediately available. We have no control over when a merchant sends a credit transaction, and the credit to your Account may not be available for a number of days after the date the refund transaction occurs. We will choose how to apply the credit to your Balance. If you receive a refund, we may in our sole discretion first apply the refund amount to any Balance on your Account. Please contact Servicer at support@flex.one or (415)-840-8721 if you believe a merchant credit has not been applied properly.

6. Fees

Fees and charges will apply to your Account as set forth in the Pricing Disclosures, this Card Agreement, any subsequent disclosures, change-in-terms notices, and any other fee schedule provided in connection with your Account. The application and payment of a fee will not alter the situation that caused the fee to be charged. Each time you incur a fee or charge, the amount of the fee or charge will be added to the Balance on your Account and will reduce your Available Credit by the same amount. We may charge additional fees for services you request in accordance with applicable law if agreed between you and us.

7. Payments

a. **Required Payment Amount; Payment Cut-Off Time; Payment Instructions.** When making a payment, you must follow the instructions in this Card Agreement and any additional instructions shown in the Flex App. If you do not follow our payment instructions, we may not accept your payment, or there may be a delay in crediting your Account. The Balance on the Account is due and payable in full each day (the “Required Payment”) and must be received by 10 p.m. ET (the “Payment Cut-Off Time”). Payments received after the Payment Cut-Off Time on any day will not be accepted, even if the payments otherwise meet our payment requirements. Neither we nor Servicer are responsible for payment delays that may occur as a result of holidays, processing errors, or other events beyond our control. We may process a late payment, partial payment, or a payment marked “payment in full” or with any other restrictive endorsement without losing any of our rights under this Card Agreement. Our acceptance of partial payments does not change your obligation to pay us all amounts you owe us under this Card Agreement when due.

b. **Accepted Payment Methods.** You may make the Required Payment using any of the following accepted methods, subject to our then-current payment instructions: (1) internal transfer from your Demand Deposit Account to your Account, which you may initiate through the Flex App or which we may initiate on your behalf to satisfy amounts due on your Account; (2) ACH transfer from your External Bank Account; (3) wire transfer from your External Bank Account; or (4) check made payable to us and mailed or delivered in accordance with instructions we provide. You may opt in to making payments from an External Bank Account through the Flex App. If you opt in to paying from an External Bank Account, each day for which you have a Required Payment, you may authorize a one-time payment to us by authorizing an ACH or wire transfer from your External Bank Account. By authorizing a payment, you also authorize us and Servicer to debit or credit your External Bank Account to correct any errors or process returned and reversed payments, unless prohibited by law or payment network rules. If your payment from an External Bank Account is returned for any reason, including insufficient funds, we or Servicer may, in our discretion, attempt to process the entry up to two additional times, if permitted by law and payment network rules. For payments made by check, you must allow sufficient time for processing and mailing; we are not responsible for any delays in check delivery or processing. We reserve the right to refuse any form of payment that does not comply with our payment instructions.

   You indemnify and hold us and Servicer harmless from any claims by any other owner of an External Bank Account. If your payment from an External Bank Account is returned for any reason, you may separately be responsible for fees charged by the financial institution holding the External Bank Account, including fees related to ACH transactions, other payments, overdrafts, or returned payments. You are solely responsible for any fees charged in connection with the External Bank Account, even if we have knowledge of or reason to believe that you will incur such fees.

c. **Effect of Payment on Available Credit.** Your Available Credit may be increased by the amount of your payment within a reasonable time after that payment is received, provided you have not exceeded your Credit Limit. We may delay the change to your Available Credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account.

d. **How We Apply Payments.** We apply payments and other credits in any manner we choose in our sole discretion, unless otherwise required by applicable law.

e. **Credit Balances.** We may reject and return any payment that creates or adds to a credit balance on the Account. Additionally, we may without notice restrict the availability of any credit balance in our sole and absolute discretion, to the extent permitted by law. Should your Account have a credit balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency. If that occurs, you will be required to contact that state agency in order to claim your funds.

f. **Prepayment.** You may prepay all or any portion of your Balance without penalty.

8. Representations, Warranties, and Covenants

From the time you accept this Card Agreement until all amounts you owe us under this Card Agreement have been paid to us in full, plus any period of survival of this Section 8, you continuously represent, warrant, and covenant to us as follows:

a. **Legal Status.** Company is a business entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of Company's state of organization. Company is duly authorized to transact business in all other jurisdictions in which Company is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Company is doing business. Company has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. Company maintains an office at the address provided in the application it submitted to us. Company shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to Company and Company's business activities.

b. **Assumed Business Names.** Company has filed or recorded all documents or filings required by law relating to all assumed business names used by Company. Company has disclosed all assumed business names to us with its application submitted to us.

c. **Authority to Enter into Card Agreement; Authorization.** Company has full power and authority to enter into, deliver, and perform all its obligations under this Card Agreement. Company's execution, delivery, and performance of this Card Agreement has been duly authorized by all necessary action by Company and do not conflict with, result in a violation of, or constitute a default under (1) any provision of (a) Company's articles of organization or membership agreements, or (b) any agreement or other instrument binding upon Company or (2) any law, governmental regulation, court decree, or order applicable to Company or to Company's properties. The individual executing this Card Agreement on behalf of Company is at least 18 years of age (or the age of majority in the individual's state of residence) and has the authority and legal capacity necessary to bind Company to this Card Agreement.

d. **Accurate Information.** All information that you provide to us is accurate and complete, and your authorized representative will certify the accuracy and completeness of such information upon reasonable request.

e. **Legal Effect.** This Card Agreement constitutes, and any instrument or agreement Company is required to give under this Card Agreement when delivered will constitute, legal, valid, and binding obligations of you enforceable against you in accordance with their respective terms.

f. **Legal Proceedings and Claims.** No action, suit, claim, inquiry, investigation, or legal, administrative, or arbitration proceeding or similar action (including those for unpaid taxes) against you is pending or threatened, whether at law, in equity, or before any governmental authority.

g. **Bankruptcy.** You have not declared bankruptcy within the past seven (7) years preceding the acceptance of this Card Agreement, have not consulted with a bankruptcy attorney within the past six (6) months preceding the acceptance of this Card Agreement, and are not currently contemplating or anticipating the filing of a bankruptcy or other insolvency proceeding, or closing or materially modifying Company's business. You are solvent and capable of fulfilling your obligations under this Card Agreement, and you have not been having any difficulty paying amounts due to others in full and when due.

h. **Taxes.** All of your tax returns and reports that are or were required to be filed have been filed on a timely basis (including any extensions), and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by you in good faith in the ordinary course of business and for which adequate reserves have been provided. All such returns and reports are and will be accurate and complete.

i. **External Bank Account.** The External Bank Account is a business demand deposit account held by a U.S. financial institution. The External Bank Account is used solely for lawful business purposes. The External Bank Account is not a personal account and is not used for any personal, family, or household purpose. The Company owns and is authorized to use and grant access to the External Bank Account to make payments due under this Card Agreement. The External Bank Account and the funds therein are owned by Company for its own operating purposes and do not hold any funds for any third party.

j. **Binding Effect.** The terms of this Card Agreement are binding upon you, and upon your heirs, personal representatives, successors and assigns, and are legally enforceable in accordance with its respective terms.

k. **Other Agreements.** You will comply with all terms and conditions of all other agreements, whether now or hereafter existing, between you and any other party and notify us immediately in writing of any default in connection with any other such agreements.

l. **Business Purpose.** Your application, entry into this Card Agreement, and use of the Account and/or Card are and will be solely for lawful business purposes and not for any personal, family, or household purpose. You will notify us prior to any significant change to Company's business activities disclosed to us in your application for an Account, and you will not engage in any business activities other than those activities disclosed to us in your application for an Account without our prior written approval.

m. **Compliance with Laws.** You are in compliance with and will comply with all laws, regulations, ordinances, orders, and other requirements, now or hereafter in effect, of any governmental body applicable to the conduct of Company's businesses and operations. You are not a target of any economic or trade sanctions issued or administered by any governmental body.

n. **Further Assistance.** You will promptly notify us of any significant change or other development that has or may have a material adverse effect on or a significant change in Company's business. You agree to provide us, upon request, any information related to Company's business or the Account contemplated by this Card Agreement.

o. **Control of Business.** Without our advance written consent, you will not sell, dispose, convey, merge, or otherwise transfer any of Company's business or its assets (other than transfers of assets in the ordinary course of business), and you will not allow any person or group of persons, including a franchisor (if Company is a franchisee), to assume or take over the operation or Control of Company's business or business location, whether physical or virtual.

p. **Authorized Users.** Each Authorized User has the authority and legal capacity necessary to bind the Company on any and all transactions made on the Account. If any Authorized User is an employee of the Company, the Authorized User meets the minimum age of employment under any law applicable to Company and to Company's business activities.

9. Default

a. **Events of Default.** You will be in default under this Card Agreement, to the extent permitted under applicable law, if: (1) you fail to meet any of your payment obligations in this Card Agreement; (2) a payment made to your Account is not honored by your financial institution or cannot be processed; (3) your Balance exceeds your Credit Limit or Available Credit; (4) we determine you made a false or misleading statement to us or otherwise attempted to defraud us; (5) you default under another agreement you have with us or an affiliate; (6) Company is dissolved (regardless of whether election to continue is made) or there is any other termination of Company's existence as a going business; (7) you become insolvent, are the subject of bankruptcy or receivership proceedings, or assign your assets for the benefit of creditors; (8) a material adverse change occurs in Company's business, operations or financial condition; (9) any judgment, lien, attachment, or execution is issued against you or your assets; (10) you refuse to provide required information we deem necessary; (11) we learn that you did not meet our eligibility criteria in effect when you applied for the Account; (12) this Card Agreement ceases to be in full force and effect at any time and for any reason; (13) foreclosure or forfeiture proceedings, whether by judicial proceeding or any other method, are commenced by any creditor of yours or by any governmental agency against you, including a garnishment of any of your accounts, including deposit accounts, with us; (14) you provide us prior notice of a significant change to Company's business activities disclosed to us in your application for the Account in accordance with Section 8(l), and we do not approve such change; or (15) you fail to abide by any other term of this Card Agreement.

b. **Consequences of Default.** If you are in default under this Card Agreement, we may take any of the following actions, to the extent permitted under applicable law, including any applicable notice requirement: (1) continue to charge you fees and charges as set forth in this Card Agreement; (2) lower your Credit Limit or Available Credit; (3) file a lawsuit against you or pursue another action not prohibited by law; (4) declare the Balance of your Account immediately due and payable at once without notice or demand; (5) suspend, restrict, or close your Card and Account and/or terminate this Card Agreement without liability to us; (6) exercise our right of set-off under the terms and conditions of Section 10; and/or (7) exercise all other rights and remedies available to us under applicable law. In addition to the rights and remedies we have under this Card Agreement, we also will have all other rights and remedies provided under law or equity, all which rights and remedies will be cumulative. In the event of your default, and subject to any limitations or requirements of applicable law, you agree to pay all costs, including reasonable attorney's fees, incurred by us in (i) collecting or enforcing your indebtedness and/or the terms of this Card Agreement, whether or not suit is brought against you, and (ii) protecting us and our employees, agents, Servicer, and service providers from any harm that we may suffer as a result of your default, except to the extent prohibited by applicable law.

10. Right of Set-Off

To the extent permitted by applicable law, you grant us the right of set-off and we may, without demand or notice, any such notice being expressly waived by you, set off any amount owed by you to us under this Card Agreement against other accounts held by us in your name or that you hold jointly with a third party. This right of set-off shall apply to accounts that you may open with us in the future even if the Account has been closed. We may exercise this right of set-off against Company or any of its respective successors or assigns. Our rights under this section are in addition to other rights and remedies that we may have under this Card Agreement, at law, or in equity.

11. Closing or Suspending Your Account

We may suspend or close your Account or otherwise restrict or terminate your right to use your Account or a Card at any time, for any reason as determined in our sole discretion (including security reasons, fraud or suspicion of fraud), including if you have closed or we have suspended or closed your Demand Deposit Account, without notifying you, as permitted by applicable law. We may replace a Card at any time. You may close your Account at any time by notifying Servicer by email at support@flex.one. Your obligations under this Card Agreement continue even after the Account is closed, suspended, or restricted, and you remain liable for all charges made on the Account and must pay us all amounts you owe on the Account, even if they post to your Account after it is closed, suspended, or restricted. If we believe you have authorized a Transaction or are attempting to use your Account after you have requested to close the Account, we may allow the Transaction to be charged to your Account. When the Account is closed, you must return any physical Card to us or destroy it if we ask you to do so.

12. Maintaining Your Account

a. **Servicer.** Servicer, along with its partners and service providers, is the servicer of your Account and Card(s). You agree that Servicer may service or initiate collection or enforcement of this Card Agreement on our behalf, to the extent Servicer deems such collection and enforcement necessary or advisable to protect our rights or to execute Servicer's obligations to us to service this Card Agreement. Servicer's privacy policy is provided separately in accordance with applicable law and can be viewed online at www.flex.one.

b. **Replacement Cards.** Please contact Servicer at support@flex.one or (415)-840-8721 if you need to replace a Card for any reason. Please note that each Card has an expiry date on the Card. A Card may not be used after that date. However, even if the expiry date has passed, the Available Credit on your Account does not expire. Please contact Servicer for a replacement Card if the Card expires. You will not be charged a fee for replacement cards that we send due to expiration of the Card. Upon contacting us for any lost/stolen Card or to replace a Card for any reason, the Card will be deactivated, and your Available Credit may be temporarily unavailable until the replacement Card is activated.

c. **Contacting You; Monitoring Communications.** To the extent permitted by applicable law, you authorize us, Servicer, and each of our respective affiliates, agents, service providers, contractors, and successors, to contact you to service or maintain your Account. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that we, Servicer, and our respective affiliates, agents, service providers, contractors, and successors may: (1) contact you in any way, including mail, email, calls, and texts, including a mobile, wireless, or similar device, and using automated telephone equipment or prerecorded messages; (2) contact you at any number that you have given us, any number we have for you in our records, and any number from which you call us, including your cellular or other wireless device, even if that number is a wireless, cellular, or mobile number, is converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry; and (3) contact you at any email address you provide to us, Servicer, or any of our respective affiliates, agents, service providers, contractors, successors, or any other person or company that provides any services in connection with this Card Agreement. We and Servicer may monitor, tape, or electronically record our telephone calls with you, including any calls with the customer service department, collections department, and any of our respective agents or service providers. For the avoidance of doubt, you agree you will accept calls from us and Servicer regarding your Account. You understand these calls could be automatically dialed and a recorded message may be played.

d. **Consent to do Business Electronically.** By signing this Card Agreement, including if by signing electronically, you irrevocably consent and agree that (a) we and Servicer may provide all information and disclosures required by law to you electronically; (b) your electronic signature on this Card Agreement and related documents has the same effect as if you signed them in ink; and (c) an electronic record of this Card Agreement may be used to evidence the existence of this Card Agreement as if it were an original. This consent applies to acceptance of this Card Agreement, to all future communications with you, and to other communications, notices, and disclosures that we or Servicer provide to you electronically. All communications provided electronically will be deemed to be "in writing." We and Servicer reserve the right to cancel electronic disclosure services and to change such services or send disclosures in paper form at any time. We are responsible for sending notice of the disclosures to you electronically, but neither we nor Servicer is responsible for any delay or failure in your receipt or review.

e. **Providing and Maintaining Your Information; Financial Information.** We may require you to submit personal information to open and manage your Account. This includes, but is not limited to: (1) the Company's registered business name; (2) the Company's business address; (3) the ownership details of the Company; (4) contact information; (5) the tax identification number; (6) the nature of the Company's business and financial information; and (7) other personal or business information that we may request. We also may request certain personal data, such as contact information, personal addresses, social security numbers, dates of birth, and identification documents from Authorized Users and Beneficial Owners. You must notify us promptly if any information you provide to us changes, including changes to: (1) your email address, billing address, telephone numbers, or fax numbers that we use to send you notices or to communicate with you; (2) the legal entity of the Company; (3) tax identification number; or (4) Beneficial Owners of the Company. We may ask you for additional documents and to verify any changes to information you have provided us. We may suspend, restrict, or close your Account if you do not meet our account opening requirements, if we cannot verify your information, or if you do not provide your information as requested. You certify that all information you provide to us is accurate and complete. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at the address shown in our billing records shall be effective unless we have received an address change notice from you.

We may contact any source we deem necessary in investigating your creditworthiness in connection with your application and later in connection with reviewing, renewing, and/or taking collection action on your Account. We may review, and you authorize us and Servicer to access, information about your financial and credit history and your financial strength by obtaining information from business credit reporting agencies, financial institutions, and others, and by accessing your financial records, reports, bank accounts (including the Demand Deposit Account), point-of-sale systems, and other resources we deem appropriate in connection with considering your application for the Account, any Transaction under this Card Agreement, and on an ongoing basis after you sign this Card Agreement, for the purpose of reviewing your Account, taking collection action on your Account, or for any other purpose permitted by law. You will provide us any related authorizations, access credentials, and other information which we may reasonably request for such purposes.

f. **Contacting Us.** You may contact Servicer at support@flex.one or by phone at (415)-840-8721. Notice by you to us is deemed to be given when received by us.

g. **Mobile Devices and Digital Wallets.** Smart phones, some tablets, or other mobile devices (a “Mobile Device”) can download, store, and/or access Account information (for instance, through a mobile wallet) that may enable you to use the Mobile Device to make Transactions using your Card, Card number, or Account. Applications that enable your Mobile Device will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Card Agreement. When your Account information is accessible by your Mobile Device, it is important that you treat your Mobile Device with the same care you would your Card. For example, you should secure your Mobile Device against unauthorized access. Keep in mind, if you give someone your phone, or other Mobile Device, that can be the same as giving that person your Card.

   We may permit you or an Authorized User to add your Card to a digital wallet supported and operated by another financial institution or third party (“Digital Wallet”), which may be used to make Transactions on your Account without presenting the physical Card. Any such Transactions are covered by this Card Agreement. We have no control over the Digital Wallet or the device on which you use the Digital Wallet and cannot guarantee their performance. Neither we nor Servicer are liable for any losses that result if such services are unavailable or defective. Additionally, you are responsible for protecting the security of the Digital Wallet, the device on which you use the Digital Wallet, and any access credentials you use to access the Digital Wallet or device. You may be charged third-party fees related to the Transaction, such as mobile carrier data or messaging charges, and we are not responsible for any such fees. We may, at any time, partially or fully restrict your ability to make Transactions through a Digital Wallet. We may change the Digital Wallets that we permit you to use with your Card from time to time, in our sole discretion, without notice to you. You agree to notify us promptly if you remove or want to remove your Account information from any Digital Wallet or if the security of your Digital Wallet or device may be compromised.

We are not responsible if you violate the terms governing your use of any Mobile Device application or Digital Wallet, or for any consequences that result from any violation.

h. **Lost or Stolen Cards and Unauthorized Use; Security of Your Card and Credentials.** You are responsible for protecting the security of your Card(s), Account, and any credentials and devices you use to access your Account. You must take reasonable steps to prevent the unauthorized use of a Card and Account. We reserve the right to request you to take specific steps to limit access to or prevent unauthorized use of a Card and/or the Account. For security reasons, you must, upon receipt of a physical Card, comply with any Card activation procedures as may be prescribed by us. **NOTIFY US IMMEDIATELY OF THE LOSS, THEFT, OR POSSIBLE UNAUTHORIZED USE OF YOUR ACCOUNT OR A CARD BY CONTACTING SERVICER AT support@flex.one or (415)-840-8721, but in no event later than 60 days after the date the unauthorized use first appears on your Account.** Your liability for unauthorized use of a Card that occurs before you notify us will not exceed $50.00. You will not be liable for unauthorized use of a Card that occurs after you notify us of the loss, theft, or possible unauthorized use of the Card. If you do not timely notify us, we will not be liable for any losses you incur as a result of unauthorized use of a Card, except as required by law. You agree to cooperate with us on any unauthorized Card use investigation.

i. **Benefits and Rewards.** We or Servicer may offer you the ability to participate in benefits or rewards programs from time to time. If we or Servicer do, we or Servicer will separately provide you with information and terms and conditions governing your participation in such benefits or rewards program. You may be required to accept additional terms and conditions in order to participate in a benefits or rewards program. Benefits or rewards programs offered by us or Servicer may not be available to all cardholders. We disclaim all responsibility for any losses arising from benefits or rewards provided by third parties, to the fullest extent permitted by law. We may change or discontinue any benefits or rewards program at any time for any reason.

j. **Billing Disputes.** If you believe a Transaction posted to your Account is unauthorized, incorrect, or otherwise subject to dispute, you must notify Servicer as soon as possible by contacting Servicer at support@flex.one or (415)-840-8721. To facilitate prompt investigation, your notice should include: (1) your name and Account number; (2) the date and dollar amount of the Transaction in dispute; (3) a description of the dispute and the reason you believe the Transaction is in error or unauthorized; and (4) any supporting documentation available to you. We will investigate your dispute in accordance with applicable law and our standard dispute resolution procedures, which may include submission of the dispute to our card processor and Visa for resolution. We may provide a provisional credit to your Account while the investigation is pending, to the extent required or permitted by applicable law. If we determine that a billing error or unauthorized Transaction occurred, we will correct your Account accordingly. If we determine that no error occurred, we will notify you of our findings, and any provisional credit previously applied may be reversed. You agree to cooperate fully with us and Servicer in any dispute or fraud investigation, including by providing documentation and other information we may reasonably request. We will complete our investigation within any timeframe required by applicable law.

k. **Confidentiality.** We may disclose information about your Account to third parties as set forth in this Card Agreement and our Privacy Policy. For example, we may disclose information about your Account, Card, or the Transactions you make:

    i. Where it is necessary for completing Transactions;

    ii. In order to verify the existence and condition of your Card for a third party, such as a merchant;

iii. In order to comply with government agency, court order, or other legal or administrative reporting requirements;

iv. If you consent by giving us your written permission;

v. To our employees, auditors, affiliates, service providers, or attorneys, as needed; or

vi. Otherwise as necessary to fulfill our obligations under this Card Agreement.

You agree that the Confidential Information is our proprietary and confidential information. Unless disclosure is required by law or court order, you will not disclose Confidential Information to any person other than your attorney, accountant, financial advisor, or employees who need to know such information for the purpose of advising you, provided that any such person uses such information solely for the purpose of advising you and first agrees in writing to be bound by the terms of this section or has a legal duty to maintain the same degree of confidentiality. If disclosure is required by law or court order, you will notify us immediately.

13. Limitation of Liability; Indemnification

You agree that neither we nor Servicer will be liable to you, any employees, officers, directors, owners, agents, assigns, affiliates, or representatives for any consequential, special, incidental, indirect, exemplary, or punitive damages of any kind under any contract, negligence, strict liability, or other theory. In all cases, our and Servicer's aggregate liability will be limited to the greater of (i) $100 or (ii) the amount of fees you have paid us under this Card Agreement. You agree to indemnify and hold harmless us and Servicer (and our and Servicer's respective employees, officers, directors, owners, agents, assigns, affiliates, and representatives) from and against any claims, causes of action, liabilities, losses, damages, settlements, penalties, fines, forfeitures, fees, costs, and expenses (including reasonable attorney's fees and costs), arising out of or relating to a breach by you of any of your representations, warranties, or covenants in this Card Agreement.

14. Credit Reporting

You understand and agree that we may report information about your Account to business credit reporting agencies. Late payments, missed payments, or other defaults on your Account may be reflected in your business credit report.

15. Authorized Users

a. **Designating Authorized Users.** You may designate one or more Authorized Users and authorize them to use your Account and a Card that accesses the Account, subject to our approval. By doing so, you designate the Authorized User to conduct Transactions on your behalf. If any Authorized User is an employee of the Company, the Authorized User must meet the minimum age for employment under the law applicable to Company and Company's business activities and must be duly employed by the Company as of the date a Card is requested for such Authorized User. We may require you to submit certain information about each person you request to make an Authorized User.

b. **Account Access and Use by Authorized Users.** You understand and agree that any Authorized User will have access to certain information about your Account and will be permitted to make Transactions using the Account and an associated Card. However, an Authorized User cannot request or make changes to the Account (for example, change the billing address). You may establish limits on each Authorized User through the Flex App, such as limits on the types of merchants with which the Authorized User's Card may be used, the maximum dollar amount of individual Transactions an Authorized User may make, and the maximum number of Transactions an Authorized User may make in a given period. You do not give up any rights to act on the

Account, and the Authorized User may not in any manner affect your rights, other than by using a Card and making Transactions on the Account. We reserve the right to limit the number of Authorized Users and Cards associated with your Account. We also may limit the ability of an Authorized User to use the Account or a Card.

You are responsible for all activity conducted on the Account or any associated Card by an Authorized User, and all Transactions any Authorized User makes will be treated as if you had made the Transaction yourself. In addition, you will be responsible for all Transactions and activity conducted on your Account or any associated Card by any person that you or any Authorized User gives access or permission to use your Account or a Card, even if they exceed that authority, or you did not want or agree to that use.

Each Authorized User's use of the Account is subject to the terms of this Card Agreement. You agree to share this Card Agreement with each Authorized User and explain that their use is subject to its terms. You are solely responsible for monitoring an Authorized User's use of the Account and any Card, and ensuring that the Authorized User does not use the Account or a Card in violation of this Card Agreement, applicable law, or any authority you grant to them. We undertake no obligation to monitor transactions to determine that they are on your behalf.

c. **Termination and Removal of Authorized Users.** Each Authorized User's authority is automatically terminated by your dissolution. However, we may continue to honor the Transactions of the Authorized User until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge.

   You may request to remove an Authorized User from your Account through the Flex App or by emailing Servicer at support@flex.one. You must immediately destroy all Cards in such Authorized User's possession and change or destroy any other credentials in their possession they may use to access your Account or Card. The Authorized User may be able to use your Account and any associated Card until we receive the request to remove the Authorized User from your Account and we have acted on your request. During this time, you still will be responsible for all Transactions the Authorized User makes using the Account or a Card. You will be responsible even if these Transactions do not appear on or post to your Account until after you remove the Authorized User from the Account. We reserve the right to remove any Authorized User from your Account for any reason. When you or we remove an Authorized User for any reason, we may revoke the Authorized User's Card, close or suspend your Account, and/or require you to change other access credentials.

16. Changes to This Card Agreement

We reserve the right to amend this Card Agreement or the Account at any time, in our sole discretion. We will notify you of the change by posting the updated Card Agreement on the Flex App or Flex Website, by email, or by any other method permitted by applicable law. We will provide any advance notice required by applicable law. Your continued use of the Account or a Card after the effective date of any amendment constitutes your acceptance of the amendment.

17. General Information

a. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the United States Government fight terrorism and money laundering, federal law requires us to obtain, verify, and record Company data and personal information identifying companies and their Beneficial Owners. You agree to provide the required information to open and maintain your Account and agree to keep such information current. We may share this as explained in our Privacy Policy.

b. **Unforeseen Circumstances.** Neither we nor Servicer are liable for any losses that may result when services, including access to the Account or the Flex App, are unavailable due to reasons beyond our respective control, subject to applicable law.

c. **Assignment.** You may not sell, transfer or assign your Account or any of your obligations under this Card Agreement without our prior written consent. Any such sale, transfer or assignment or attempted sale, transfer or assignment is and will be null and void. We may sell, transfer or assign any or all of our rights and obligations under this Card Agreement, including any Balance on your Account, without your consent or notice to you. The purchaser, transferee, or assignee may enforce the rights they acquire from us in accordance with this Card Agreement.

d. **Governing Law.** This Card Agreement is governed by and construed in accordance with the laws of the United States. To the extent state law applies to this Card Agreement, this Card Agreement will be governed by the laws of the state of California, without regard to internal principles of conflicts of laws. This Card Agreement is made in the state of California, and any credit extended to you is extended in and from California, regardless of where you reside or use your Account or a Card.

e. **Severability.** If any provision of this Card Agreement is found to be invalid, the remaining provisions will continue to be effective. Notwithstanding any other provision of this Card Agreement, the aggregate amounts charged with respect to any Transaction under this Card Agreement, including all related fees or charges deemed to be interest under law, if any, will not exceed the maximum amount permitted by law. If we are deemed to receive as interest an amount that would exceed the maximum amount permitted by law, the receipt of such excess amount will be deemed a mistake and such excess amount (a) will be canceled automatically or (b) if paid, will be (i) credited against the amounts you owe under this Card Agreement to the extent permitted by law, or (ii) rebated to you to the extent such excess amount cannot under law be credited against the amounts you owe under this Card Agreement.

f. **Waiver.** Any delay or failure by us to enforce any provision of this Card Agreement will not be construed as a waiver of such provision.

g. **Survival.** The following terms will survive the termination of this Card Agreement and closure of the Account and will remain in full force and effect: Section 1, Section 3(d), Section 3(e), Section 7(a), Section 9(b), Section 10, Sections 12(a), (c) and (d), Section 13, Section 15, this Section 17, and Section 18. In addition, you understand and agree that in opening the Account, we are relying on all representations, warranties, and covenants made by you in this Card Agreement. You further agree that regardless of any investigation made by us, all such representations, warranties and covenants will survive closure of the Account, shall be continuing in nature, and shall remain in full force and effect until such time as the Balance on the Account shall be paid in full, or until this Card Agreement shall be terminated in the manner provided herein, or until the end of any period of survival of the representation, warranties, and covenants under Section 8 or this Section 17(g), whichever is the last to occur.

h. **Headings.** We use section headings to organize this Card Agreement. The headings are for reference purposes only.

i. **JURY TRIAL AND CLASS ACTION WAIVER.** YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS CARD AGREEMENT. IN ADDITION, YOU WAIVE YOUR RIGHT TO JOIN A CLASS OF OTHER PERSONS OR ENTITIES TO BRING A CLAIM AGAINST US, OR TO BRING OR BE A CLASS MEMBER IN ANY CLASS ACTION OR CLASS ARBITRATION PROCEEDING. THIS JURY TRIAL AND CLASS ACTION WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION

AGREEMENT SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL AND CLASS ACTION WAIVER. IF A COURT OR ARBITRATOR DETERMINES THAT THE ARBITRATION AGREEMENT BELOW IS INVALID OR UNENFORCEABLE, THE JURY TRIAL AND CLASS ACTION WAIVER IN THIS SECTION WILL NONETHELESS CONTINUE TO APPLY.

18. Arbitration Agreement

We have put this Arbitration Agreement in question and answer form to make it easier to follow. However, this Arbitration Agreement is part of this Card Agreement and is legally binding. For purposes of this section, our “Notice Address” is: Column N.A., c/o Flexbase Technologies, Inc. 390 NE 191st #8019, Miami, FL 33179. By completing an application for the Account, you agree to the Arbitration Agreement even if you do not use the Account or a Card.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. THIS SECTION SETS FORTH THE CIRCUMSTANCES AND PROCEDURES UNDER WHICH DISPUTES (AS DEFINED BELOW) SHALL BE ARBITRATED UPON THE ELECTION OF EITHER PARTY INSTEAD OF LITIGATED IN COURT. YOU AGREE THAT, BY ENTERING INTO THIS CARD AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION AGREEMENT.

a. Background and Scope.

Question	Answer	Further Detail
What is arbitration?	**An alternative to court.**	In arbitration, a third party arbitrator (“Arbitrator”) solves Disputes in an informal hearing.
Is it different from court and jury trials?	**Yes.**	The hearing is private. There is no jury. In most (but not all) circumstances, it is less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
What is this Arbitration Agreement about?	**The parties’ agreement to arbitrate Disputes.**	Unless prohibited by applicable law, you and we agree that you or we may elect to arbitrate or require arbitration of any “Dispute” as defined below.
Who does the Arbitration Agreement cover?	**You, us, and certain “Related Parties”.**	This Arbitration Agreement governs you and us. It also covers certain “Related Parties”: (1) our parents, subsidiaries, and affiliates; (2) our employees,

		directors, officers, shareholders, members, and representatives; (3) Servicer; and (4) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Agreement cover?	**All Disputes (except certain Disputes about this Arbitration Agreement).**	This Arbitration Agreement governs all “Disputes” that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Agreement, the word “Disputes” has the broadest reasonable meaning. It includes all claims between you and us, including direct and even indirect claims related to your Card or this Card Agreement. It includes claims related to the validity in general of this Card Agreement. However, it does not include disputes about the validity of this Arbitration Agreement. (This includes a Dispute about the rule against class arbitration.) All such disputes are for a court and not an Arbitrator to decide. All issues relating to the scope and arbitrability of this Arbitration Agreement are for the Arbitrator to decide, and not for a court to decide.
Who handles the arbitration?	**An Arbitrator agreed upon by you and us, usually an Arbitrator from AAA or JAMS.**	Arbitrations are conducted under this Arbitration Agreement and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Agreement do not apply. The arbitration administrator will be either: (1) The American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org; (2) JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com; or (3) Any other company picked by agreement of the parties.

		If all the above options are unavailable, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Agreement. The Arbitrator will be selected under the administrator's rules. However, the Arbitrator must be a lawyer with at least ten (10) years of experience or a retired judge unless you and we otherwise agree.
Can Disputes be litigated?	**Sometimes.**	Either party may bring a lawsuit if the other party does not demand arbitration.
Are you giving up any rights?	**Yes, both you and we are giving up rights.**	For Disputes subject to this Arbitration Agreement, you give up your right to: (1) Have juries decide Disputes; (2) Have courts decide Disputes; (3) Serve as a private attorney general or in a representative capacity; (4) Combine or join a Dispute you have with a dispute brought by others; or (5) Bring or be a class member in a class action or class arbitration. We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.
Can you or another cardholder start a class arbitration?	**No.**	The Arbitrator is not allowed to handle any Dispute on a class or representative basis unless we have given our prior consent to a class arbitration. All Disputes subject to this Arbitration Agreement must be decided in an individual arbitration. This Arbitration Agreement will be void if a court rules that the Arbitrator can decide a Dispute on a class basis without our prior consent and the court's ruling is not reversed on appeal.

What law applies to this Arbitration Agreement?	**The Federal Arbitration Act ("FAA").**	This Card Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Arbitration Agreement. The Arbitrator must apply substantive law consistent with the FAA.
Will anything I do make this Arbitration Agreement ineffective?	**No.**	This Arbitration Agreement stays in force even if: (1) you or we end this Card Agreement; or (2) we transfer or assign our rights under this Card Agreement.
If a court or Arbitrator determines certain terms of this Arbitration Agreement are ineffective, does that invalidate the entire Arbitration Agreement?	**No.**	If a court or the Arbitrator decides that any term or provision of this Arbitration Agreement is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision. The Arbitration Agreement will then be enforceable as so modified.

b. Process.

Question	Answer	Further Detail
What must a party do before starting a lawsuit or arbitration?	**Send a written Dispute notice and work to resolve the Dispute.**	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Notice Address. You or an attorney you have personally hired must sign the notice and must provide the Card number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must

		give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	**By following the agreed-upon arbitration administrator's rules for commencing an arbitration.**	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Agreement, by following the rules of the administrator whom the parties agreed upon. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	**Yes.**	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you and us.
Can I appeal the Arbitrator's decision?	**The ability for you or us to appeal an Arbitrator's decision is very limited.**	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.
Will the Arbitrator's decision be made public?	**No, neither you nor us will have the right to make the Arbitrator's decision public.**	All aspects of the arbitration proceeding, and any ruling, decision, or award by the Arbitrator, will be strictly confidential for the benefit of you and us.

c. Arbitration Fees and Awards.

Question	Answer	Further Detail
Who bears arbitration fees?	**The parties will split the costs of the arbitration.**	Unless circumstances warrant otherwise and we agree, the parties will split equally the costs and all fees of the arbitration administrator and arbitrator.
Will the prevailing party be awarded legal fees and costs?	**No.**	Each party agrees to cover their own fees and costs no matter the outcome of the Arbitration.
Can an award be explained?	**Yes.**	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

19. State Notices

Residents of All States, including Vermont: You give us, our representatives, and our agents, successors, and assigns permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing this Account, taking collection action on this Account, or for any other legitimate purposes associated with this Account. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report.

Residents of All States, including Maine: ORAL LOAN AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF SUCH DEBT, INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) AND ANY HOLDER OF THIS CARD AGREEMENT FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER MODIFY IT IN ACCORDANCE WITH THIS CARD AGREEMENT.

Massachusetts Residents: Massachusetts law prohibits discrimination based upon, among other things, gender identity or sexual orientation.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

California Residents: As required by California law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations under this Card Agreement. Married applicants may apply for a separate account. California law prohibits discrimination based on sex, marital status, race, color, religion, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. We are prohibited by law from discriminating against credit applicants on any of these bases.