

Welcome to the Flex Elite Consumer Rewards Program!

By opening and maintaining a Flex Elite Credit Card account or any other Flex product ("Flex Account") in good standing, as defined below, you are automatically enrolled in the Flex Elite Consumer Rewards Program ("Elite Rewards Program"). The Elite Rewards Program is a relationship-based rewards program: your earn rate is determined by the Qualifying Balances you hold at Flex across Eligible Accounts. Please review this document carefully as it contains important information about your participation in the Elite Rewards Program.

This document ("Rewards Terms") governs your participation in the Elite Rewards Program and describes how you may be eligible to accrue, earn, redeem, and forfeit Flex Points ("Flex Points") which are the rewards you generate through the usage of your Flex products. Capitalized terms used in these Rewards Terms have the meanings as provided herein, or as defined in your other Flex product agreements.

Available rewards are subject to change at any time. Some rewards may have additional terms and conditions.

You may only participate in the Elite Rewards Program if you agree to the Rewards Terms herein. These Rewards Terms are effective when you activate your Flex Account. There are no fees associated with the Flex Elite Rewards Program.

1. General Elite Rewards Program Information

a. General Eligibility to Participate

As stated above, to be eligible to participate in the Elite Rewards Program and establish a Rewards Account, you must have at least one eligible product active with Flex. To participate in the Elite Rewards Program, your eligible product or your Flex Account must be continuously in good standing, which means that your account balances are current and not past due and payments are made timely, that you adhere to the account terms as outlined in your product agreements, and there are no indications of fraudulent activity.

b. Linked Accounts

A Flex account held by a business is linked to your Rewards Account if you meet one of the eligibility criteria below with respect to that business and Flex has linked the account to your Rewards Account. Linking is done by Flex automatically and you do not need to request it.

You are eligible with respect to a business if you own twenty-five percent (25%) or more of that business according to the beneficial ownership information on file with Flex. In cases where no individual owns twenty-five percent (25%) or more of the business according to the information on file with Flex, the business's chief executive officer or equivalent senior officer as identified to Flex shall be eligible.

No more than three (3) individuals may have a business's Flex accounts linked to their Rewards Accounts at any time. If more than three individuals are eligible with respect to the same business, Flex determines which of them may link. Where there are no twenty-five percent (25%) owners, only one individual may link.

Where a business's Flex account is linked to more than one Rewards Account, the account's balances count in full toward the Qualifying Balances of each.

If you are eligible with respect to more than one business with Flex accounts, each of those accounts may be linked to your Rewards Account, and their balances will be combined.

Flex determines eligibility and linking in its sole discretion and may change or remove a linkage at any time.

If you cease to be eligible with respect to a business, if an account is no longer linked to your Rewards Account, or if the account is closed, its balances will not count toward your Qualifying Balances for any billing cycle beginning after the date Flex records the change. Flex Points you have already earned are not affected.

c. Additional Requirements

Certain Flex products may not be eligible to participate in the Elite Rewards Program. We may update or change eligibility criteria, restrictions, and requirements at any time.

2. Notices and Updates To Rewards Program

We may make changes to the Elite Rewards Program and these Rewards Terms at any time. We may temporarily prohibit you from earning Flex Points, using Flex Points you've already earned, or using any features of the Elite Rewards Program. We may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement. This current version as of the date above supersedes and replaces any earlier versions.

3. How To Earn Flex Points

You earn Flex Points on your Flex Elite card spend. Your earn rate, between 3% and 5% on your eligible spend (that's 3 to 5 Flex Points per dollar), is determined by your tier, which is set each billing cycle based on the Qualifying Balances you hold. The greater your Qualifying Balances are, the higher your tier becomes, which earns you more Flex Points. Your tier from one billing cycle determines your Flex Points earn rate for the following billing cycle. There is no cap to the amount of Flex Points you can earn

and Flex Points do not expire, but they may be removed or adjusted in accordance with these Rewards Terms.

a. Earning for Flex Elite Customers:

- i. All eligible cardholders are guaranteed a minimum earn rate of 3% on eligible spend, regardless of your Qualifying Balances.
- ii. Your tier is determined by your Qualifying Balances, per the Tier Table below. You can learn about your progress toward the next tier by contacting Flex support via chat, email or phone. We may update this table from time to time; we will provide advance notice of changes to the extent required by applicable law.

Qualifying Balances Amount	
Tier 1 — Under \$250,000	3% on eligible spend
Tier 2 — From \$250,000 to \$999,999.99	4% on eligible spend
Tier 3 — \$1,000,000.00 and More	5% on eligible spend

b. Exclusions from Earning Flex Points

Certain transactions are excluded from earning Flex Points. Buying products and services with your Elite card, in most cases, will count as eligible spend; however, the following types of transactions are not eligible for Flex Points:

- Cash transactions, ATM withdrawals, and cash advances
- Interest charges and fees of any kind charged to the account
- Fraud or fraudulent/unauthorized charges
- Balance transfers
- Person-to-person transactions
- Casino gaming, lottery tickets, sportsbook/sports betting, and similar betting transactions
- Currency orders, wire transfers, and similar money orders or transactions
- Any checks that access the account
- Purchases of prepaid cards and cash equivalents
- Disputed transactions or transactions subject to chargebacks
- Business transactions

We may determine that a transaction type, or particular transaction, is excluded from eligibility for Flex Points accrual at any time in our sole discretion. Transactions on any

periodic statement for which payment is past-due may not earn Flex Points. For debit card programs, accrued Flex Points will be earned when the statement closes.

When you return an eligible purchase that you paid for with your enrolled Product, the statement credit you'll receive will result in a corresponding deduction of the Flex Points you accrued or earned from your Rewards Account. If we determine that Flex Points were awarded on an ineligible purchase, we may remove those Flex Points from your Rewards Account even if it results in a negative Flex Points balance.

c. Additional Awards

From time to time, in our sole discretion, we may award you additional Flex Points, or assign you a tier higher than your Qualifying Balances would otherwise support. We may do this in connection with a promotion, offer, or campaign, or on an individual basis.

Any award under this section applies only to the billing cycle or period we specify at the time of the award. It does not change your tier for any other billing cycle, does not entitle you to the same treatment in any future billing cycle, and does not entitle any other cardholder to the same treatment. We may decline to repeat or continue any award under this section at any time.

Where a promotion, offer, or campaign has its own terms, we will make those terms available to you, and those terms control to the extent they conflict with this section.

Flex Points awarded and tiers assigned under this section are subject to these Rewards Terms in all respects.

4. Rewards Are Not Your Property

- a. You agree and acknowledge the following:
 - i. Flex Points from Flex are not your property and do not belong to you. There is no transfer value nor are you allowed to transfer Flex Points to another person's account, nor would you be able to transfer them in the case of certain events, including bankruptcy, divorce, or inheritance.

5. Using Flex Points

a. General Usage

We shall display Flex Points and redemption options in your Flex Account. The value of your Flex Points may vary depending on the Flex Points redemption option that is chosen. Your redemption options are subject to change and may be subject to the terms, conditions, and availability of offers by external companies. Flex Points that Flex

offers through any third-parties are subject to the third-party terms and conditions, are not guaranteed and are subject to change.

We may limit use or redemption of Flex Points to specific authorized users. You are solely responsible for any actions taken by any authorized users to use or redeem Flex Points.

b. Statement Credit

You can redeem Flex Points as a credit applied to your current card account statement. The minimum redemption amount is \$25.00 (2,500 Flex Points). Each Flex Point is worth \$0.01 (100 Flex Points = \$1.00). Once you redeem, Flex Points will be deducted immediately; the statement credit will generally appear within 48 hours. All redemptions are final and cannot be reversed.

Periodic statement credits will reduce your card account balance. Unless the total amount of credits and payments applied to your account between the statement closing date and the payment due date equal or exceed your statement balance, you are still required to pay your balance due by the payment due date.

c. Cash Back

You can redeem Flex Points for cash via an electronic deposit into your applicable linked bank account. The minimum redemption amount is \$25.00 (2,500 Flex Points). Each Flex Point is worth \$0.01 (100 Flex Points = \$1.00). Once you redeem, Flex Points will be deducted immediately; electronic deposits will generally post to your linked account within 48 hours but may take up to 6 weeks. All redemptions are final and cannot be reversed.

6. Losing Flex Points or Becoming Disqualified

a. Disqualification & Loss of Flex Points

You may be disqualified from participating in the Elite Rewards Program if at any time we determine in our sole judgment that you engaged in fraud, abuse, misuse or gaming in connection with earning or using Flex Points or that you may attempt to do so. Additionally, if your account is or becomes past due or if you are not making timely payments, you may be suspended from the Elite Rewards Program, whether temporarily or permanently in our sole discretion. We also reserve the right to take away Flex Points, revoke your eligibility, or suspend you from the Elite Rewards Program, whether temporarily or permanently, if we determine in our sole discretion that you are engaging in self dealing, violate this or any other Flex agreement or terms or conditions, or if we detect an attempt to misuse or abuse the Elite Rewards Program.

b. Payment Failure, Delinquency, Suspension, or Termination

In the event of a (a) payment failure, (b) delinquency, (c) suspension, or (d) termination of your Flex Account, your accrued Flex Points may be forfeited, and we may freeze your ability to redeem Flex Points. We may refuse any request to use Flex Points, or terminate your participation in the Elite Rewards Program if your Flex Account is not in good standing, if any payments are past due, if your Flex Account has been terminated, or if you have otherwise breached any of your obligations under your product agreements and any other applicable programs. You may lose all accrued Flex Points when your account is terminated, either by you or us. If your Flex Account is delinquent, you do not accrue Flex Points.

7. New York Customers

If you are a New York customer whose billing address is located in New York, you shall be provided notice of modifications, cancellations, closures, or terminations of the Elite Rewards Program. Notices shall be sent no later than 45 days from such change. On the date we send notice to you, you shall have ninety (90) days to redeem, exchange, or otherwise use any Flex Points that you have accrued or earned. This section shall not apply in the case of fraud by you with respect to the credit card account or any related rewards program, or misuse by you of the credit card account or any related rewards program.

8. Taxes

You understand that you are responsible for determining and obtaining appropriate tax treatment for any Flex Points you redeem, and you are solely responsible for any taxes arising from or related to any earned Flex Points. Flex will not report any income or earnings related to Flex Points to a taxing authority, except where expressly required by law.

9. Miscellaneous

a. Termination of the Elite Rewards Program

Flex may terminate the Elite Rewards Program at any time, subject to the notice provisions above. If your Flex Elite Credit Card Agreement is terminated, these Rewards Terms will immediately terminate.

b. Assignment

Flex may assign, pledge, or otherwise transfer the administration of these Rewards Terms without providing notice to you.

c. Release

You release Flex from all liability for your use of Flex Points and for your participation in the Elite Rewards Program. Separately, you release Flex from liability for third party claims in accordance with these Rewards Terms. Notwithstanding the foregoing, nothing

in this release shall limit or waive any rights you may have that cannot be waived or limited under applicable law.

10. Defined Terms

Capitalized terms in this Flex Rewards Terms will have the meaning provided in the Platform Agreement or as defined below:

- **Eligible Accounts** means the accounts whose balances count toward your Qualifying Balances. An account is an Eligible Account only if it is linked to your Rewards Account and it falls within a category Flex has designated as eligible. The currently designated categories are (i) business deposit accounts held at a Flex partner bank, (ii) Flex Treasury accounts, and (iii) Flex stablecoin wallets. Flex maintains the current list of eligible categories and accounts, which is available by contacting Flex support via chat, email or phone. Flex may add or remove categories or accounts from time to time, and will provide advance notice of any removal to the extent required by applicable law.
- **Elite Rewards Program** means the program offered by Flex described which is governed by these Rewards Terms.
- **Flex Points** means a unit that may be accrued or earned in a manner defined by Flex and have no monetary value until redeemed. They may include credits, cash back, or other benefits conferred by Flex through participation in the Elite Rewards Program.
- **Misuse** means the improper use of the Elite Rewards Program, card, or account in a manner inconsistent with the terms herein or with any other agreement you have with Flex or Flex's partners. Examples of misuse include, but are not limited to:
 - failure to make the full payment on your account when due;
 - buying or selling Flex Points;
 - selling, or participating in the sale or exchange of, gift cards, travel or other items of value obtained through use of Flex Points;
 - Engaging in behavior that is deemed by Flex to be gaming behavior that does not represent bona fide transactions on your card and/or is intended to increase your Flex Points earning without engaging actions such as making actual purchases or other eligible transactions and/or includes manufacturing card spend for the purpose of generating rewards;
 - Repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating Flex Points.
- **Qualifying Balances** means the average daily balance of all Eligible Accounts linked to your Rewards Account during a billing cycle, expressed in U.S. dollars. Flex calculates this by adding the closing balance of each Eligible Account for

each day of the billing cycle and dividing the total by the number of days in that billing cycle. Amounts not denominated in U.S. dollars are converted at Flex's applicable conversion rate for each such day. Qualifying Balances do not include funds advanced to you under any Flex credit product, funds pledged as collateral to Flex or any Flex partner, funds subject to a hold, and uncollected or provisional amounts. Your Qualifying Balances in one billing cycle determine your tier, and therefore your Flex Points earn rate, for the following billing cycle.

- **Rewards Account** means the account maintained by Flex that tracks your accrued Flex Points balance and redemption history.
- **Rewards Terms** means these Flex Rewards Terms as amended from time to time.