

Crypto Life “CL” Card – Compatible with Ledger

U.S. Terms and Conditions

These Terms and Conditions (the “Agreement”) constitute a legal contract between you (“Customer”) and Baanx US Corporation (together with its affiliates, “Baanx”) governing your use of the CL Card (the “Card”) and the associated services provided by Baanx as described in this Agreement (the “Services”). In this Agreement, “you” or “your” means the person or persons who have received the Card and who are authorized to use the Card under this Agreement. “We,” “our” “us”, or “Program Manager” means Baanx. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

This Agreement applies to your use of the Card only.

1. The CL Card

The CL card (the “Card”) allows users to spend the value accessible through a self-custody CL wallet that they link to their Card. The Card is a debit card that can be used for online or in-store purchases at merchants who accept MasterCard payment cards as a form of payment.

The Card is not a credit card. The Card is not a gift card. The value maintained in your Linked Wallet (as defined below) and accessible using the Card will not expire, regardless of the expiration date on the front of your card. There are no overdraft or credit features associated or available in connection with the Card, including any such features that are extended as a result of insufficient funds. The asset balances in your Linked Wallet are not FDIC insured. Any balance maintained in your Card Account (as defined below) is FDIC insured.

The card is offered through a collaboration between Us, Ledger, and Cross River Bank, member FDIC. We act as the card program manager and rely on a variety of third-party service providers with respect to the card program, as further described in the Section titled “Third Party Service Providers” below.

The CL Card comes in two varieties – a virtual card and a physical card. One type of physical card is known as the Metal Card. The virtual card is accessible to users when they log in to their account through the CL mobile application or a web browser and access the CL card dashboard. The CL card dashboard contains the details of the virtual card and allows users to manage certain Card settings, such as their spending limit, as described in more detail herein. The Metal Card is a physical card available to users that sign up for a premium Metal tier subscription. The terms and conditions for the premium subscription are in the “Metal tier Subscription Terms” attached to this Agreement as Schedule B.

2. Opening an Account

Eligibility. You represent and warrant that you are at least 18 years of age (or the age of majority in your state of residence), that you are capable of entering into a legally binding agreement, and that you reside in the United States. Your right to use the Card and the Services is conditioned upon your acceptance and compliance with this Agreement and successfully completing the customer onboarding process described below.

Onboarding. Eligible users must have a self-custody wallet in order to open an account (a “Card Account”) and obtain a Card. To learn how to get a self-custody wallet, please visit elcards.com. Eligible users with a self-custody wallet can navigate to <https://elcards.com> to enter the onboarding flow administered by us. The onboarding flow involves an identity verification process, which is described below.

Federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who obtains a Card. When you apply for a Card, we will ask you to provide certain identifying information, including your name, address, date of birth, social security number or country identification number, and other information that will allow us to identify you. We also may ask to see your driver's license or other documentation bearing your photo as verification of your identity. By participating in the Card program, you agree that the information and statements you provide to us are accurate, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), social security number or other identification documentation, date of birth, and telephone number. If you fail to provide accurate information that we request, we may cancel your Card. In addition, crypto assets and funds tied to suspected illicit or illegal activity may be subject to both internal and potentially federal investigation. We reserve the right to reject transactions that may involve any such crypto assets or funds.

We process your personal information in accordance with our Privacy Policy [INSERT LINK]. Your personal information is never shared with CL.

Once your identity has been verified [you will need to execute a User Agreement with Cross River Bank, the Card sponsor and issuer. Once/and] you have been approved for a Card Account, you may link your CL wallet to your Card Account (a “Linked Wallet”) and begin using the Card as set out in the Section entitled “Using the Card” herein. Your Card Account includes the creation of a bank account with Cross River Bank that will be used to process Card transactions. Balances in your Card Account will be FDIC insured. Asset balances in your Linked Wallet are not FDIC insured.

3. Card Setup and Management.

Supported Networks. The Card program is intended to support multiple networks (“Supported Networks”). A list of Supported Networks is attached hereto as Schedule C. This means that you

must ensure that the Supported Network you intend to use for Card transactions is an enabled network in your Linked Wallet.

Supported Assets. A list of the current spendable assets using the Card (the “Supported Assets”) is set forth in Schedule D attached hereto. In order to make purchases with the Card, a balance of one or more of these assets on a Supported Network must be credited to your Linked Wallet. Your spending power will increase whenever you increase the balance of Supported Assets that are credited to your Linked Wallet on your selected Supported Network, subject to the spending limit that you have put in place at any given time and any maximum transaction amounts as set forth in the Section entitled “Using the Card” herein.

Spending Limit. You may set a limit on the value of Supported Assets that may be transferred from your Linked Wallet in connection with Card purchases. You may adjust this limit at any time using the tools accessible through the CL mobile application or web dashboard. You will not be able to use the Card to make purchases or cash withdrawals that exceed the spending limit you have set at the time of the transaction. In addition to the spending limit that you set, there may be daily spending limits set by the Program Manager in its sole discretion.

Card Management. The CL mobile application or web dashboard contains a link to a CL Card Dashboard that allows you to: freeze your card, manage your spending limit, add and remove approved accounts, add your virtual card to your digital wallet, view and download your transaction history, and manage your spending preferences. For more information regarding these Card management abilities, please visit <URL>

IF Configured, During the initial card setup within the CL mobile application or web dashboard you will be prompted to bridge assets to a Supported Network and to set a spending limit. For instructions on how to bridge assets to a Supported Network and set a spending limit, please see <URL>

4. Using the Card

Once setup is complete, you may begin using your Card to make purchases wherever MasterCard is accepted. You may use your Card details directly online and you may add your card to digital wallets such as Apple Pay or Google Wallet. These Card details are accessible in the CL mobile application or web dashboard in the CL card dashboard.

Purchases. When you initiate a purchase transaction using your Card, you are authorizing us, or a third party service provider engaged by us, to call a function on the selected Supported Network to transfer assets with a value equal to the purchase transaction plus all associated fees from your Linked Wallet. Those assets are converted to fiat and deposited into a Card Account maintained with Cross River Bank. The balance in the Card Account will be drawn against to process Card transactions. Once a purchase transaction has been initiated, it cannot be canceled.

Cash Withdrawals. You may use your Card to make a cash withdrawal at any Automated Teller Machine (“ATM”) that accepts the Card, or to obtain cash back at merchants or banks that have agreed to provide cash back at POS terminals that accept the Card. All ATM withdrawals are treated as cash withdrawal transactions and are subject to the maximum transaction amounts set forth below. We may limit the amount of any individual ATM withdrawal, and merchants, banks, and ATM operators may impose additional withdrawal limits. You will be charged a fee by us for each cash withdrawal made at an ATM in the amount disclosed in the “Schedule of Fees and Charges” (Schedule A). You may also be charged fees by ATM operators or fees associated with payment networks used when you make a cash withdrawal using your Card.

In order to make a cash withdrawal or PIN point of sale purchase using your Card you will need a Personal Identification Number (“PIN”). You will be issued a PIN by the card program. You should keep your PIN secure. If you believe anyone has gained unauthorized access to your PIN, you should contact us immediately using our contact information set forth in the Section entitled “Keeping Card Safe.”

Maximum transaction amounts. Except as may be provided in terms herein applicable to premium subscriptions or other promotions, the applicable maximum transaction amounts are set forth in this section. Any discrete purchase using the Card will be subject to a maximum purchase amount equal to the lesser of (i) the then current spending limit you have set for your Linked Wallet, (ii) the then current value of supported assets maintained using your Linked Wallet, or (iii) \$10,000, subject to a daily aggregate purchase limit of \$15,000. Any discrete withdrawal transaction at an ATM will be subject to a maximum withdrawal amount equal to the lesser of (i) the then current spending limit you have set for your Linked Wallet, (ii) the then current value of supported assets maintained using your Linked Wallet, or (iii) \$1,000 subject to a daily aggregate withdrawal limit of \$1,000.

Insufficient funds. If you attempt to make a purchase or cash withdrawal using the Card for an amount that exceeds the applicable maximum transaction amount, the attempted purchase or cash withdrawal will be declined.

Shortfalls. In the unlikely event that a purchase or cash withdrawal transaction is completed, but the value of the supported assets maintained in your Linked Wallet is insufficient to cover the entire purchase or cash withdrawal amount plus associated fees (a “Shortfall”), you are responsible for reimbursing the amount of the Shortfall plus any corresponding transaction fees unless the Shortfall is attributable to an error by the merchant. You agree that once we notify you of any such Shortfall that we may transfer assets with a value equal to the amount of the Shortfall from your Linked Wallet.

Authorization Holds. You do not have the right to stop payment on any purchase transaction originated by use of your Card, other than a Recurring Transaction as described in the Section below titled “Recurring Transactions.” When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and the merchant may estimate its final value. When you use your Card to obtain cash at an ATM or from a bank teller,

we will authorize the transaction in advance (including all applicable fees). When we authorize a purchase transaction, we commit to make the requested funds available when the transaction finally settles, and will cause a transfer of assets equal to the value of the authorized transaction plus any applicable fees from your Linked Wallet. If you then fail to make a purchase after authorizing a transaction, [we will return to your Linked Wallet the assets transferred from the Linked Wallet in connection with the authorization less any fees or costs incurred by us]. Certain merchants may put a hold on your card for additional amounts pending final settlement of a bill, such as a hold placed by a hotel pending a final bill. With respect to your authorization of such a hold, we will cause a transfer of assets equal to the value of the authorized transaction plus any applicable fees from your Linked Wallet, and those assets will not be available to you for other purposes until settlement of the final bill. At that time, your Card will be charged for the correct amount of the final transaction and any excess assets will be released from the hold and returned to your Linked Wallet less any fees incurred by us.

Recurring Transactions. You may use your Card for recurring transactions, but you are responsible for monitoring the balance of supported assets in your Linked Wallet to ensure that you have sufficient value available to cover such recurring transactions. “recurring transactions” are transactions that are authorized by you in advance to be charged to your Card at regular intervals.

International Transactions. If you initiate a transaction in a currency or country other than the currency or country in which your Card was issued, you will be charged a fee on the transaction (including credits and reversals) as set forth in the “Schedule of Fees and Charges (Schedule A)” attached to this Agreement. This fee is in addition to the currency conversion rate. If the transaction is in a currency other than the currency of the country in which your Card was issued, the merchant, network, or card association that processes the transaction may convert the transaction (including credits and reversals) into the currency of your Card in accordance with its policies and rates in effect at the time of the transaction. If [MasterCard] converts the transaction, it will establish a currency conversion rate for this convenience using a rate selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate MasterCard itself receives, or the government mandated rate in effect for the applicable central processing date. Neither Baanx nor CL will charge an additional currency conversion fee.

Unauthorized Transactions. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction and you do not benefit from the transaction in any way.

You agree to exercise reasonable control over the information related to your Card Account, including your Card, Access Code(s) and PIN to help prevent unauthorized transactions. Tell us AT ONCE if you believe your Card, Access Code(s), or PIN has been lost or stolen. If your transaction history shows transfers that you did not make, including those made with your Card, Card Number or Account Number, or you believe an electronic transfer has been made without your permission, tell us at once. You may contact us by calling the toll-free number on the back of your Card or contacting us as set forth in the Section entitled “Keeping Your Card Safe”

herein. Failure to secure the information related to your Card may result in you losing all of the value in your Linked Wallet or Card Account.

You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card, Access Code(s), or PIN. You also agree to cooperate completely with us in attempts to recover funds from unauthorized users and to assist in their prosecution. We may issue replacement Card(s), Access Code(s), and PIN(s), but only after you have provided such proof and security or indemnification as we may require. In addition, you acknowledge that we may have to deactivate your Card(s) and/or Card Account to prevent future losses. If you share your Card(s), Access Code(s), or PIN with another person, use of your Card Account by that person may be considered as authorized. If you authorize another person to use your Card, Access Code(s), or PIN, you agree that you will be liable for all transactions arising from use of the Card, Access Code(s), or PIN by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law.

MasterCard's Zero Liability Policy. MasterCard has a zero liability policy that may apply to unauthorized transactions. If you have used reasonable care in protecting your Card and your card information from loss or theft and also promptly reported any loss or theft to us, you will not be liable for (i) unauthorized purchases made in store, over the telephone, online, or via a mobile device, and (ii) unauthorized withdrawals from ATMs.

Prohibited Transactions. You may not use your Card to engage any illegal activity, including without limitation illegal gambling, money laundering, fraud, blackmail, extortion, ransomware, data, the financing of terrorism, other violent activities or any "Prohibited Transactions" as set forth below: [to cross-reference with CRB agreement Exhibit E containing prohibited MCC codes - may need to update]

- Investment and Credit Services: Securities brokers; mortgage consulting or debt reduction services; credit counseling or repair; real estate opportunities; investment schemes.
- Restricted Financial Services: Check cashing, bail bonds; collections agencies.
- Intellectual Property or Proprietary Rights Infringement: Purchases of counterfeit music, movies, software, or other licensed materials sold without the appropriate authorization from the rights holder.
- Counterfeit or Unauthorized Goods: Purchases of brand name or designer products or services; sale of goods or services that are illegally imported or exported or which are stolen.
- Regulated Products and Services: Marijuana dispensaries and related businesses; sale of tobacco, e-cigarettes, and e-liquid; online prescription or pharmaceutical services; age restricted goods or services; weapons and munitions; gunpowder and other explosives; fireworks and related goods; toxic, flammable, and radioactive materials; products and services with varying legal status on a state-by-state basis.

- Drugs and Drug Paraphernalia: Sale of narcotics, controlled substances, and any equipment designed for making or using drugs, such as bongs, vaporizers, and hookahs.
- Pseudo-Pharmaceuticals: Pharmaceuticals and other products that make health claims that have not been approved or verified by the applicable local and/or national regulatory body.
- Substances designed to mimic illegal drugs: Sale of a legal substance that provides the same effect as an illegal drug (e.g., salvia, kratom).
- Adult Content and Services: Pornography and other obscene materials (including literature, imagery and other media); sites offering any sexually related services such as prostitution, escorts, pay-per view, adult live chat features.
- Multi-level Marketing: Pyramid schemes, network marketing, and referral marketing programs.
- Unfair, predatory or deceptive practices: Investment opportunities or other services that promise high rewards; Sale or resale of a service without added benefit to the buyer; resale of government offerings without authorization or added value; sites that we determine in our sole discretion to be unfair, deceptive, or predatory towards consumers.

Returns and Refunds. If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card Account for such refunds. You are not entitled to a check refund unless your Card has been closed. The amounts credited to your Card for refunds may not be available for up to five days from the date the refund transaction occurs.

Situations Where Transaction Authorization May Be Refused. We may refuse to authorize a transaction or may suspend your use of the Card in certain circumstances, which include the following:

- if legal or regulatory requirements prevent us from making the payment or mean that we need to carry out further checks;
- if you have infringed this Agreement in a way that we reasonably believe justifies our refusing or delaying your payment;
- if we believe that processing your transaction would be a Prohibited Transaction or otherwise would breach this Agreement or that you have not provided all the information we need to make the payment properly;
- if the amount is over, or would take you over, any limit that applies to your Card;
- if you do not have assets with sufficient value in your Linked Wallet to make the payment and cover any fees;
- if a bankruptcy order is made against you or you have entered into an individual voluntary arrangement with your creditors;
- if, even after doing everything reasonably possible, we will not be able to make the payment on time;
- if a third party prevents us from making the payment (for example, a card scheme);
- if you owe us money;

- if we have asked you for important information we reasonably need and you have not given us that information; or
- if we have suspended your account.

Expiration of Card. Your Card will expire on the date indicated on the back of your Card or in the Card details accessible through the Card Dashboard in the CL mobile application or web dashboard. We will aim to send you a new Card prior to your Card expiring and may ask you to confirm your contact information or other personal information before doing so.

Card Cancellation and Suspension. We reserve the right, in our sole discretion, to limit your use of the Card, including limiting or prohibiting specific types of transactions. We may refuse to issue a Card, revoke Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, you may do so by calling the number on the back of your Card or by contacting us as set out in this Agreement. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. Our cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under this Agreement without losing them.

Closing Card and Ending Agreement. We may cancel or suspend your Card or this Agreement at any time. You also may cancel this Agreement by calling the number on the back of your Card. If you cancel your Card, you may zero out your Card Account balance before closing your Card Account or request that we send you a check in the amount of your Card Account balance when you close your Card Account, which we will do for a fee as set forth in the “Schedule of Fees and Charges (Schedule A)” attached to this Agreement. If your Card is canceled by us when your Card Account has a balance, we will send you a check in the amount of your Card Account balance for no charge. In all events, any check we send will be sent to the address we have for you in our records. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement before termination.

5. Rewards Programs

We may establish rewards programs from time to time or at any time. Any such rewards programs will be subject to their own terms and conditions that will be communicated to you as required by applicable law. Any such terms and conditions will be incorporated herein by reference and will supplement this Agreement. The Terms and Conditions for current rewards programs are attached hereto as Schedule C.

6. Fees

THE FEES RELATING TO THE USE (AND MISUSE) OF YOUR CARD ARE SET FORTH IN THE “SCHEDULE OF FEES AND CHARGES (SCHEDULE A)” ATTACHED TO THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. FEES INCURRED PURSUANT TO THE TERMS OF THIS AGREEMENT WILL BE WITHDRAWN FROM YOUR LINKED WALLET AND WILL BE ASSESSED SO LONG AS THERE IS A REMAINING BALANCE IN YOUR LINKED WALLET, UNLESS PROHIBITED BY LAW. You agree to pay all fees associated with the Card. We may from time to time amend the Fee Schedule, at our sole discretion as set forth in the Section of this Agreement titled “Changes to the Agreement.”

7. Third Party Service Providers

Baanx does not engage in or provide money transmission or money transfer or payments services in connection with your use of the Card or in its role as the Program Manager. All payments made in connection with the Company’s products or services, including transactions initiated using the Card, are processed and disbursed by third party service providers that are regulated financial institutions.

We have collaborated with several third party service providers with respect to the Card program. They include:

- Cross River Bank has established the Program, designated Baanx as the Program Manager, acts as the card sponsor and facilitates the conversion of Supported Assets to fiat in connection with processing Card transactions for users in New York and Vermont;
- Galileo, who acts as the processor to process transactions and maintains the system of records of transactions associated with each Card; and
- CoinMe, a licensed money transmitter that facilitates the conversion of Supported Assets to fiat in connection with processing Card transactions for users in states other than New York and Vermont.

Your use of the Card may be subject to separate terms and conditions applicable to the services provided by these third parties.

In connection with your use of the Card, you must agree to the Coinme terms of service and privacy policy. The onboarding process described above includes a requirement that you read and acknowledge your acceptance of the Coinme terms of service and privacy policy, which are described below.

COINME TERMS OF SERVICE

As part of the services, you may have access to services or products (collectively, the “Coinme Services”) offered by Coinme Inc. or one of its affiliates (collectively, “Coinme”). By accessing or using the Coinme Services, you

specifically acknowledge and agree (a) to be bound by and comply with the Coinme Terms of Service (available at <https://coinme.com/legal/>), Coinme's Privacy Policy (available at www.coinme.com/privacy), and such other terms which Coinme designates as terms and conditions for the Coinme Services (all of which together are referred to as the "Coinme Terms"), (b) that to the extent of any conflict between the Coinme Terms and the other terms and conditions in this Agreement, the Coinme Terms shall apply with respect to your use of the Coinme Services, and (c) that Coinme does not have any responsibility or liability related to compliance or non-compliance by Baanx or you (or any other user) under these terms or the Coinme Terms. Additional disclaimers, limitations of liability, and indemnification obligations applicable to your use of the Coinme Services are set forth in the Coinme Terms.

8. Keeping Your Card Safe

You must take adequate measures and use best efforts to prevent unauthorized access/use of your Card and the information related to your Card, include the Access Code(s) and PIN. To help you keep your Card and Card information secure, you are required to:

- keep your Card, Card number, CCV, login codes, PIN, and other security features used to access the E-wallet strictly to yourself;
- do not share your security credentials to access the Card with any other person or otherwise allow another person to use the Card or the Services; not permit any other person to use your Card or the Services;
- make sure all your devices are properly protected (set at least one form of access protection, for example a login code);
- keep the operating systems of your devices clean (no illegal software) and up-to-date;
- frequently review the list of transactions in your CL Card dashboard to ensure they are as expected as per your spending;
- inform yourself about common scams, such as phishing;
- always report irregularities by contacting us immediately.

How to notify us if there is a problem.

If you lose the security credentials used to access your Card or your Card details or if they are stolen, or you suspect that the Card has been used by someone other than you, you must tell us immediately by contacting us at:

CL@cl-cards.com

If possible, you must also log into your CL Card dashboard and freeze use of your Card.

Please note that we may require you to provide some information in writing regarding your security credentials and/ or Card being lost, stolen, or misused. You must assist us with any such efforts.

How we will contact you if there is a problem.

In the event we suspect there is an issue with your Card (for example, such as fraud or security threats) we will contact you, in the first instance, by phone. If we cannot get through to you by phone, we will send you an email. For this reason, you must maintain a current phone number and email address associated with your Card Account.

9. Limitation of Liability and Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BAANX, ITS AFFILIATES AND SERVICE PROVIDERS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, JOINT VENTURERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE FOR (A) FOR ANY AMOUNT GREATER THAN THE VALUE OF THE SUPPORTED ASSETS IN YOUR LINKED WALLET OR (B) FOR ANY LOST PROFITS, DIMINUTION IN VALUE OR BUSINESS OPPORTUNITY, ANY LOSS, DAMAGE, CORRUPTION OR BREACH OF DATA OR ANY OTHER INTANGIBLE PROPERTY OR ANY SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH AUTHORIZED OR UNAUTHORIZED USE OF THE ACCOUNT OR THE SERVICES, OR THIS AGREEMENT, EVEN IF AN AUTHORIZED REPRESENTATIVE OF BAANX HAS BEEN ADVISED OF OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, EXCEPT TO THE EXTENT OF A FINAL JUDICIAL DETERMINATION THAT SUCH DAMAGES WERE A RESULT OF BAANX'S GROSS NEGLIGENCE, FRAUD, WILLFUL MISCONDUCT OR INTENTIONAL VIOLATION OF LAW. THIS MEANS, THAT YOU MAY NOT RECOVER FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, DIMINUTION IN VALUE OR OTHER TYPES OF SPECIAL, INCIDENTAL, INDIRECT, INTANGIBLE, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES IN EXCESS OF THE VALUE OF THE SUPPORTED DIGITAL CURRENCY AT ISSUE IN THE TRANSACTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

We will not be liable, for instance: (1) if, through no fault of ours or of the Sponsor Bank, you do not have enough funds available in your Card Account to complete the transaction; (2) if a merchant refuses to accept your Card or provide cash back; (3) if an ATM where you are making a cash withdrawal does not have enough cash; (4) if an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; (5) if access to your Card has been blocked after you reported your Card or Access Code(s) ("Access Code" includes your user ID(s), password(s), PIN(s), and any other access code or credential related to your Card Account) lost or stolen; (6) if there is a hold on your funds

are subject to legal process or other encumbrance restricting their use; (7) if we or the Sponsor Bank have reason to believe the requested transaction is unauthorized; (8) if circumstances beyond our or the Sponsor Bank's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we or the Sponsor Bank have taken; (9) for any other exception stated in our Agreement with you, or (10) for any acts or omissions that are a consequence of our compliance with any U.S. laws or regulations or any other laws or regulations to which we are subject.

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

10. Reserved.

11. Mandatory Arbitration

In the event that there is a dispute, claim or controversy arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of this Agreement, and the determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from this Agreement, but specifically excluding any dispute principally related to either party's intellectual property, will be determined by an arbitration in Wilmington, Delaware before a single arbitrator. The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, which can be accessed here:

<https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>). The arbitrator will apply the substantive law of the State of Delaware, exclusive of its conflict or choice of law rules.

Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Agreement.

- a. Either party may commence arbitration by providing to the American Arbitration Association and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested.
- b. Service of Process: Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

c. Class Waiver: To the fullest extent permitted by Law, each of the parties agrees that any dispute arising out of or in connection with this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

d. Provision of an Award: Subject to the limitations of liability identified in this Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by the laws of the State of Delaware. In making a determination, the arbitrator will not have the authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by a state or federal court located in Wilmington, Delaware. The decision of the arbitrator will be final and binding on the parties and will not be subject to appeal or review.

e. Fees: Each party will advance one-half (1/2) of the fees and expenses of the arbitrators, the costs of the attendance of the arbitration reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to this Agreement, the arbitrators will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.

f. Confidentiality: The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application as contemplated above for a preliminary remedy, or confirmation of an Award or its enforcement, (iii) our disclosure of the Award in confidential settlement negotiations, or (iv) as otherwise required by applicable Laws. The parties, witnesses, and arbitrator will treat as confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration hereunder, except as required by Law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

g. Conflict of Rules: If any provision of this Agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by Law and all the other provisions will remain valid and enforceable.

12. Other

Changes to the Agreement. We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law before the effective date of the change. However, if the change is made for security purposes, we may implement such change without prior notice.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to or application of conflicts of laws rules or principles.

Electronic Communications and Signatures. You consent to receiving communications electronically when you open a Card Account. Failure to provide such consent will result in a declined application. All communications or disclosures that we are legally required to provide to you in writing in connection with your Card Account and any related products and services will be subject to our electronic communications terms and conditions. You also consent to providing electronic signatures when you open a Card Account. Failure to provide such consent will result in a declined application. Electronic signatures in connection with your Card Account and any related products and services will be subject to our electronic signatures terms and conditions.

Your consent to receiving electronic communications includes your consent to electronic delivery of any tax forms we may be required to provide to you, including any form 1099 in connection with any rewards programs you may participate in. Important disclosures regarding this consent are listed below:

- If you do not consent to electronic delivery, you will receive a paper form 1099 in the mail to the address that we currently have on file for you.
- This consent is valid until withdrawn by you in writing.
- If for any reason you would like a paper copy of your form 1099 after you have consented to electronic delivery, you may submit a request via email to the contact information provided herein. Requesting a paper copy under these circumstances will not be treated as a withdrawal of consent.
- If you wish to withdraw your consent to receive electronic delivery of tax forms, you must provide us with written notice via email to the contact information provided herein. Your consent is considered withdrawn on the date Baanx receives your written request to withdraw consent. Baanx will confirm the withdrawal and its effective date in writing.
- If you need to update your contact information that we have on file, e-mail the update to the contact information provided herein.
- You will need a computer, printer and Adobe Acrobat software to access, print and retain your 1099.
- Your 1099 may be required to be printed and attached to a federal, state or local income tax return.

Attorney Client Privileged
Draft of 6-26-25
Subject to Revision

Assignment. – we may assign or transfer any of our rights or obligations under this Agreement without your prior consent to any other person or business, provided that person or business will continue to meet the obligations to you in set out in this Agreement. You may not assign or transfer any rights or obligation under this Agreement.

