i3 Bank Business VISA Debit Cardholder Agreement

Last updated: August 5, 2025

Please read this i3 Bank Business VISA Debit Cardholder Agreement (the "Cardholder Agreement") carefully and retain it for your future reference. This Cardholder Agreement applies to the VISA Debit Card(s) (singularly or collectively, the "Card") issued to you by i3 Bank, (the "Bank") in connection with the Program specified in the Business Deposit Account Agreement Disclosures ("Disclosures"). The Bank is a member of the Federal Deposit Insurance Corporation ("FDIC") chartered under the laws of the State of Nebraska. The Program Partner, as defined in the Disclosures, is the company responsible for assisting the Bank with the administration of your Card on behalf of the Bank.

The terms and conditions of this Cardholder Agreement apply to all Cards issued to you by Bank, all replacement Cards that Bank may issue to you from time to time at our option, and all transactions resulting from any use of a Card, Card number, and/or 4-digit personal identification number ("PIN"), including through an automated teller machine ("ATM"), a point-of-sale ("POS") device, online, or any other use of a Card or Card number, whether electronic or otherwise. Upon receipt of a Card, you or the authorized user should sign the signature panel.

Please read this Cardholder Agreement carefully and keep it for your records. You do not need to sign this Cardholder Agreement. This Cardholder Agreement becomes effective when you accept, activate, sign, or use a Card or allow it to be used or, if this Cardholder Agreement is provided to you to replace a previous agreement governing your Card, as set forth in Section 9.

You agree to be responsible for all uses of a Card, Card number, or PIN. The agreement you make with us, and the rights and obligations we both have, are governed by and will be interpreted according to Nebraska and federal law. This Cardholder Agreement, together with other agreements or disclosures you may receive from us in connection with your business deposit account(s) with Bank ("Account(s)"), such as the i3 Bank Business Deposit Account Agreement ("Account Agreement"), and the Disclosures, establishes our and your rights and obligations with respect to the Account(s) and Card(s). Terms used in this Cardholder Agreement but not defined have the meaning given in the applicable Account Agreement. To the extent any of the provisions in those documents are inconsistent with the information in this Cardholder Agreement, this Cardholder Agreement will govern with respect to any Card and with respect to transactions made with any Card, Card number, and/or PIN.

When you see the words "we," "us," or "our" in this Cardholder Agreement, it refers to Bank and any of Bank's affiliates, successors, or assignees. When you see the words "you," "your," or "Cardholder" in this Cardholder Agreement, it refers to you, the owner of the Account, all joint account owners, and any officer, agent, employee, representative, or other person that has been authorized to use your Card, Card number, and/or PIN, including any person in whose name you have requested a Card be issued. When you see the word "person," it includes both natural persons and legal entities. When you see references to a Card (including the use of or authorization to use a Card), it includes the Card, Card number, and PIN.

You authorize us to pay from your Account(s) the total amount of all transactions originated by use of a Card. You also agree that the use of a Card described in this Cardholder Agreement is subject to the rules, regulations and fees governing each Account(s) that is accessed by such Card, including Bank's right of set-off.

1 Activating the Card and Setting a PIN

1.1 Card Activation

Each Card requires activation before you may use it. You may activate a Card by calling the number provided in the "How to Contact Us" section of the Disclosures. Your activation and use of a Card mean that you agree to the terms and conditions described in this Cardholder Agreement.

If you do not want to activate a Card, you should destroy the Card by cutting it and then dispose of it.

1.2 Personal Identification Number (PIN)

You or your authorized agents or representatives will be required to select a PIN prior to using a Card for the first time. The 4-digit numerical PIN is for security purposes. The PIN represents your signature authorizing transactions made using a Card, identifies the bearer of the Card, and serves to validate and authenticate the directions given to complete Card transactions.

YOU ARE RESPONSIBLE FOR SAFEKEEPING YOUR PIN. YOU MUST TAKE ALL REASONABLE PRECAUTIONS SO NO ONE ELSE LEARNS YOUR PIN. YOU MUST NOT DISCLOSE OR OTHERWISE MAKE YOUR PIN AVAILABLE TO ANYONE NOT AUTHORIZED TO USE YOUR CARD AND YOUR ACCOUNT(S). You agree that by disclosing your PIN to someone, you are authorizing them to use your Card in the same manner that you can use your Card.

You are liable for all unauthorized transactions until such time that you send proper notification to Bank and Bank acknowledges receipt of such notice of unauthorized use in the manner set forth herein.

Your PIN should NOT be written on your Card, kept in the same wallet or place as your Card, or kept anywhere it is available to others for use.

1.3 Responsibilities

You assume personal responsibility for all transactions, fees, and charges arising from the use of a Card whether such use is with an ATM, banking terminal, POS device, online transaction authorization, electronic funds transfer authorization, or any other device, authorization, or means of access.

If you have authorized a person to use a Card in any manner, that authorization shall be deemed to include the authorization to make withdrawals and transfer funds from the Account to which the Card is linked, and such authorization shall be deemed to continue until you have taken all steps necessary to revoke it by preventing such use by that person, including notifying them that they are no longer authorized to use your Card and informing us as set forth in the following paragraph.

If you have authorized a person to use a Card, your authorization shall be considered by us to be unlimited in amount and manner and will be effective until the following takes place: (a) you notify us in writing that you have revoked the authorization and have taken all necessary steps to revoke it; and (b) we have had reasonable opportunity and time to act on such notification. Your written request to revoke such authorization will result in the affected Card being closed/canceled within three (3) business days after we receive your written notice. You will be responsible for all transactions and authorizations made

with the Card until that time. These procedures apply to any authorization for use of a Card, whether a Card has been issued to the user or temporary use of or access to a Card has been given to the user.

To the greatest extent permitted by applicable law, you agree to pay us on demand for all purchases made, services rendered, and cash advances made by or to any person using the Card, including all fees and charges assessed by Bank or any third party. You further authorize us to transfer funds in your Account(s) to the accounts of third parties you or any other Cardholder may designate using our services. Except as specifically prohibited by law or regulation, you hereby waive as against us and our service providers all of your and your Cardholders' claims, defenses, rights, and offsets now or hereafter existing against any merchant or other payee for services or merchandise acquired with the Card.

Cancellation of a Card or termination of an Account shall not excuse your obligation to pay for all purchases or other transactions incurred against or in connection with the Card or the Account through the effective time of the cancellation or termination. This liability will be joint and several with you and other Cardholders. You are solely responsible for selecting Cardholders. You must require each Cardholder to comply with the terms and conditions of this Cardholder Agreement, and you are responsible for the failure of any Cardholder to so comply. You acknowledge and agree that you are responsible for retrieving the Card if you revoke a Cardholder's authority to use a Card, including if an authorized user leaves your employment. Except as limited by applicable law, you will remain responsible for all Card transactions.

You acknowledge and understand that the Card is not and shall not be treated as a consumer card and is not subject to any of the consumer protections afforded under state and federal laws and regulations, including the federal Electronic Funds Transfer Act and Regulation E. You acknowledge and understand that the Card is not a consumer access device under the provisions of the Electronic Funds Transfer Act or Regulation E or any other applicable law or regulation.

Use of your Card requires the maintenance of the associated Account held in your entity's name. If the Account associated with a Card is closed for any reason, this Cardholder Agreement will be terminated with respect to such Card; provided, however, all of your obligations under this Cardholder Agreement will survive termination.

1.4 Permissible Uses of Your Card

Your Card is not a credit card. Therefore, when using your Card, such as to make cash withdrawals and/or purchases, keep in mind that the amount of such withdrawals and purchases will be automatically deducted from your Account(s).

You may use the Card only for business purposes. You may not use (or authorize any other person to use) a Card for personal, household, or family purposes. You agree to limit the use of each Card to legitimate business purposes and to take all necessary steps to ensure that each Card is used for no other purpose. Bank may immediately terminate this Cardholder Agreement if you, any Cardholder, or any Authorized User uses a Card for any consumer or personal purpose or in violation of any provision of this Cardholder Agreement.

1.5 Ownership of Your Card

All Cards remain the property of Bank. Bank may, in its sole discretion, request for any Card to be returned at any time and may reissue a different Card to replace any Card.

If you receive a request to return a Card, you agree to stop using the Card, cut each Card and return it immediately to Bank. In addition, you agree to destroy each Card by cutting it immediately upon the termination of this Cardholder Agreement or any Account or upon cancellation of the Card.

We reserve the right to revoke your electronic transaction privileges. You agree that we may terminate, limit, or modify your right to use any Card at any time in the future without notice to you.

1.6 Account Owner Representations and Warranties

By requesting, activating or using a Card or by retaining, using, or authorizing the use of a Card, you represent and warrant to us that:

- You have received a copy of this Cardholder Agreement and agrees to be bound by and to comply with it.
- You understand that this Cardholder Agreement and the Account Agreement are subject to change, including in accordance with applicable law.
- You are duly organized, validly existing and in good standing under the laws of the state in the United States of your formation.
- You are duly qualified and in good standing to do business in all jurisdictions where you conduct your business.
- You have all necessary organizational power and authority to establish the Account, enter into this Cardholder Agreement, and perform all of the obligations to be performed by you under this Cardholder Agreement.
- The personal and business information that you provide to us in connection with the Account is and will be true, correct, and complete.
- The individual accepting and agreeing to this Cardholder Agreement for you has the requisite corporate authority to accept and agree to this Cardholder Agreement on your behalf.

2 Use of the Card

2.1 ATM Cash Deposits

You may use your Card to deposit cash into your Account at an in-network ATM. You can identify an in-network ATM by looking for the Allpoint logo on or near the ATM.

If you use an ATM to make a deposit, or balance inquiry, you may be charged a fee even if you do not complete your transaction. This fee is a third-party fee assessed by the operator and is not assessed or controlled by us. This fee amount will be charged to your Account in addition to any applicable Bank fees disclosed in the Disclosures.

You cannot make cash deposits at out-of-network ATMs.

ATM cash deposits may not be available in connection with the Program. Please refer to the "Types of EFTs Supported by Your Account" section of the Disclosures for the applicability of ATM cash deposits into your Account.

2.2 ATM and Point-of-Sale PIN Withdrawals

With your PIN, you can use your Card to obtain cash from your Account up to the amount of your Available Balance, subject to any limits set forth in your Disclosures, at ATMs and POS devices in the United States that display the Visa, Visa ATM, Plus, Interlink, or Accel acceptance marks. Please note that not all merchants will permit you to get cash back through their POS devices.

If you make a POS PIN withdrawal or use an ATM, including to make a balance inquiry, you may be charged a fee even if you do not complete your transaction. This fee is a third-party fee assessed by the operator and is not assessed or controlled by us. This fee amount will be charged to your Account in addition to any applicable Bank fees disclosed in this Cardholder Agreement or the Disclosures.

2.3 Retail Card Purchases

You may use your Card to make purchases using your PIN at any merchant with a POS device anywhere that displays the Visa, Visa ATM, Plus, Interlink, or Accel acceptance marks. You may also use your Card to make purchases without your PIN anywhere that Visa debit cards are accepted. Bank will not charge you a fee for POS purchases. However, if a third party charges a fee for a POS transaction, that fee will be included in the amount of the transaction that is shown on your receipt and Account statement.

2.4 Split Transactions

You can instruct a merchant to charge your Card for part of a purchase and pay any remaining amount with cash or another card. This is called a "split transaction." Some merchants do not permit split transactions. If you wish to conduct a split transaction, you must tell the merchant the exact amount you would like charged to your Card. If you fail to inform the merchant you would like to complete a split transaction and you do not have sufficient available funds in your Account to cover the entire purchase amount, your Card is likely to be declined.

2.5 Online Purchases and Other Card-Not-Present Transactions

You may use your Card to make purchases online, by telephone, or in other situations where you do not physically present your Card by providing information from your Card. Conducting transactions in this way has the same legal effect as if you used the Card itself. For security reasons, the amount or number of card-not-present transactions you are permitted to make may be limited.

2.6 Virtual Card Use

To the extent offered or permitted in connection with your Account, when you open an Account you may also receive a virtual card ("Virtual Card") represented by a 16-digit card number, a 3-digit card verification value ("CVV") number, and an expiration date. The Virtual Card is separate from your physical Card and can be managed through the Online Banking Application (as defined in the Account Agreement). We will issue you a replacement Virtual Card when it expires. The Virtual Card accesses the available funds in your Account to make card-not-present transactions (see above) anywhere Visa debit cards are accepted in the same way as your physical Card. The Virtual Card can also be added to a Wallet (as defined below) in the same way as your physical Card. Your use of a Virtual Card is subject to the terms of this Cardholder Agreement and the Disclosures, including transaction limitations, to the same extent as your physical Card.

2.7 Use of the Card with Digital Wallets

A digital wallet ("Wallet") provides another way for you to make purchases with your Card. A digital wallet is a service provided by another company (such as Apple Pay, Google Pay, Samsung Pay, etc.), that allows you to use your Card to pay for transactions where the Wallet is accepted. A Wallet may not be accepted at all places where your Card is accepted, and your Card may not be eligible for all the features and functionalities of the Wallet. Any use of your Card in or through a Wallet is subject to all terms and conditions of this Cardholder Agreement. We may terminate your access to or use of your Card with a Wallet at any time and for any reason, including if you or any other Cardholder violates the terms or conditions of this Cardholder Agreement.

You can add or remove your Card from a Wallet by following the instructions provided by the Wallet provider. By adding your Card to a Wallet, you agree to allow us to share your Card information with the Wallet provider. You may be required to take additional steps to authenticate your identity before your Card is added to the Wallet. We do not charge you any additional fees for adding your Card to a Wallet or for using your Card in a Wallet. However, any fees and charges that would apply when you use your Card outside the Wallet will also apply when you use a Wallet to make purchases with your Card or otherwise access your Card. In addition, the Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. The digital version of your Card in a Wallet may, in our sole discretion, be automatically updated or upgraded without notice to you.

We are not the provider of the Wallet, and we are not responsible for providing the Wallet service to you or for ensuring that your Card is compatible with any Wallet service. We are only responsible for supplying information to the Wallet provider to allow usage of your Card in the Wallet as you have requested. We are not responsible for any failure of the Wallet, any mobile device you use with the Wallet, or the inability to use the Wallet for any transaction. We are not responsible for the performance of services by any Wallet provider or any other third parties regarding any agreement you enter. We do not control the privacy and security of any of your information that may be held by the Wallet provider. Any information held by the Wallet provider is governed by the privacy policy given to you by the Wallet provider. If you have location services enabled on your mobile device, the location of your mobile device may be collected and shared by Wallet provider(s) in accordance with their respective data and privacy policies, including with us. If you ask to add your Card to a Wallet, you authorize us to collect, transmit, store, use, and share information about you, your mobile device, and your use of the Card in accordance with our privacy policy, as amended from time to time, available at https://i3.bank/privacy-policy/.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY ARE WE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF A WALLET OR YOUR USE OF THE CARD OR VIRTUAL CARD IN CONNECTION WITH ANY WALLET OR MOBILE DEVICE.

If you use a Wallet, you should protect your Wallet and your mobile device as you would your Card. If your Wallet or mobile device is compromised, lost, or stolen, you should also consider your Card lost or stolen and notify us immediately. Please see below for instructions for reporting a lost or stolen Card.

If you have any questions, disputes, or complaints about a Wallet, contact the Wallet provider using the information given to you by the provider.

2.8 Foreign Transactions

Charges from foreign merchants and financial institutions may be made in a foreign currency. We will bill you in U.S. dollars based on the exchange rate on the day we settle the transaction, plus any special currency exchange charges that may be imposed by us, the Visa network, and/or by any third-party used to complete the transaction.

The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate Visa itself receives and from the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Account.

Regardless of whether a transaction is made in foreign currency or in U.S. dollars, additional fees may apply to all international transactions using the Card. Please refer to our current fee schedule for more information about our fees.

2.9 Card Authorization Holds

When you use your Card to purchase goods or services or to obtain cash from a merchant, the merchant may request preauthorization (“Card Authorization”) for the transaction. If the merchant makes such a request and there are sufficient available funds in your Account, we will approve the transaction and place a temporary hold on the funds in your Account. This hold will reduce the Available Balance in your Account. The amount of this temporary hold will usually be the amount of the Card Authorization. The hold will remain on your Account until the merchant sends the final amount of the transaction to us and requests payment (“Settlement”). In most cases, if the merchant does not request Settlement or is delayed in requesting Settlement, the hold will automatically be removed after three (3) days. However, for transactions with certain merchants, such as hotels, the hold may remain on your account for up to seven (7) days.

Please note that the merchant controls the timing of both the Card Authorization and Settlement. This means that a merchant may initiate Settlement after the Card Authorization hold has already been removed. If the hold is removed and you spend the funds in your Account before Settlement, it may cause your Account to overdraw. In addition, the Card Authorization amount that the merchant requests may be different from the Settlement amount. It is therefore important that you keep track of your transactions and your Account. We cannot stop a Card transaction once we have approved a Card

Authorization and you will be responsible for repaying any negative balance that may occur in your Account.

3 Card Limitations and Account Balance

There may be limits on the amount and frequency of withdrawals, transfers, and deposits you can make using your Card. Please refer to the Disclosures for any limits that may apply to your Account.

You are responsible for keeping track of your Account's Available Balance (as defined in your Account Agreement). You acknowledge and agree that the funds available to perform Card transactions are limited to your Account's Available Balance and do not include any amounts that are subject to a hold. You are not authorized to use funds added to your Account in error. Any transaction that could create a negative balance for your Account may be declined by Bank.

Bank may make adjustments to your Account including to reverse an error, reflect a merchant adjustment, or resolve a dispute regarding a transaction posted to your Account. These processing and adjustment entries could cause your Account to have a negative balance. If your Account has a negative balance, you agree that Bank may automatically apply any subsequent deposits to your Account to satisfy the negative balance. In addition, Program Partner or Bank may send you a notice explaining the reason for the adjustment and requesting payment. You agree to pay Bank the amount due on demand by personal check, money order, or other payment method specified by Bank.

4 Returns and Refunds

Please be aware of the merchant's return policies before using your Card to make a purchase. Neither Bank nor Program Partner is responsible for the delivery, quality, safety, legality or any other aspect of any goods or services you purchase using your Card. If you have a problem with a purchase that you made with your Card or if you have a dispute with a merchant, you must handle it directly with the merchant. If you are entitled to a refund for any reason for goods or services obtained using your Card, you agree to accept credits to your Card for the refund and agree to the refund policy of the merchant. The amounts credited to your Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

5 Additional Benefits from Visa and Fraud Outreach Program

5.1 Additional Benefits

Your Card may be eligible for certain benefits provided by Visa. Please see the Visa Debit Card Benefits Guide (https://usa.visa.com/support/small-business/card-benefits.html)] for a full description of all benefits for which you may be eligible, including Visa Zero Liability Benefits.

5.2 Fraud Outreach Program Overview

We or the Program Partner will provide you with alerts via email, phone call, and/or text messages when suspicious activity involving your Card is detected.

By giving us your mobile number, you authorize SMS text messaging to notify you of suspected incidents of financial or identity fraud. Messaging frequency will depend on account activity. For more

information or fraud outreach support, please refer to the "How to Contact Us" section of the Disclosures. To cancel fraud SMS text messaging services at any time, reply STOP to any SMS text alert from your mobile device. You may still receive fraud alert notifications via email.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY ARE WE LIABLE FOR ANY LOSSES OR DAMAGES RELATING TO THE FRAUD OUTREACH PROGRAM.

Alerts sent via SMS text message may not be delivered to you if your phone is not in the range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within coverage, factors beyond the control of wireless carriers may interfere with messages delivery for which the carrier is not responsible. We do not guarantee that alerts will be delivered.

6 Fees

There may be fees associated with the use of your Card. Please refer to the "Fee Schedule" section of the Disclosures for any fees that may apply to the use of your Card.

7 Errors, Questions, and Lost or Stolen Cards

7.1 In Case of Errors or Questions

If you think your statement or receipt is wrong or if you need more information about a purchase, transfer, or other transaction, contact us as soon as you can. For all questions or errors relating to a Card transaction, please contact us pursuant to the "How to Contact Us" section of the Disclosures. For all other transactions, please contact us pursuant to the "How to Contact Us" section of the Disclosures. We must hear from you no later than thirty (30) days after the FIRST statement on which the problem or error appeared.

You must provide us with the following information:

- Your name and Account number.
- A description of the error or the transaction/transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing by email within ten (10) business days.

After receiving your notice of error or unauthorized transaction, we will investigate and provide you with the results and any corrections we make to your Account within a commercially reasonable time.

7.2 Reporting a Lost or Stolen Card or Replacing Your Card

The Card is a commercial Card and does not provide consumer protections for lost or stolen Cards or unauthorized transactions. Tell us AT ONCE if you believe your Card (including your Card information or PIN) has been lost, stolen, or compromised or if you believe that a transaction has been made without your permission. Reporting a lost, stolen, or compromised Card or unauthorized use is the best way of keeping your possible losses down.

If you need to report your Card (or Card information or PIN) as lost, stolen, or compromised, or to replace your Card for any reason, please contact us pursuant to the "How to Contact Us" section of the Disclosures seven (7) days a week, twenty-four (24) hours a day. You will be required to provide personal information so that we may verify your identity before we will issue you a replacement Card.

You agree to assist us in determining the facts, circumstances, and other pertinent information relating to any loss, theft, or possible unauthorized use of your Card and to comply with such procedures as we may require in connection with our investigation.

You shall promptly notify us of any suspected unauthorized activity (whether or not involving any of your employees, agents, or representatives).

8 Electronic Fund Transfers

Electronic fund transfers ("EFTs") are transactions that are processed by electronic means and include, among others, the types of transactions described in this section.

Your Disclosures provide you with the information and terms about the EFTs that are permitted on your Account.

8.1 Types of EFTs Supported by Your Card

Depending on the features made available for your Card by in connection with the Program, your Card may support the following types of EFTs:

- Transfers to or from your Account to a merchant or other third party by providing the third party with your Card or Card information.
- Purchases or other transactions using your Card.
- ATM deposits and withdrawals using your Card.

Please refer to the "Types of EFTs Supported by Your Account" section of the Disclosures for the EFTs available for your Card.

8.2 Limitations on EFTs

There are limitations on the frequency and dollar amount of transactions you can make to or from your Account using your Card. These limits are different for each type of transaction. For limits that apply to Card transactions please refer to the Disclosures. Your Card may also be subject to security-related limits. These limits may change from time to time.

8.3 Documentation of Your Transactions

You will receive information and documentation concerning any Card transactions that debit or credit your Account in the following ways:

- **Statements:** We will provide you information about each Card transaction that debits or credits your Account on your statements. Please refer to your Account Agreement for information about statements and other ways you may be able to access your transaction history and other Account information.

- **Receipts:** You will have the option to receive a receipt when making a withdrawal from an ATM or when you make a POS purchase at a merchant. However, for certain small-dollar transactions you may not receive a receipt from the merchant.

8.4 Recurring Card Payments (Preauthorized Transfers)

If you authorize a merchant or other third party to automatically initiate a payment using your Card on a recurring basis, you must do so in writing. If you are issued a new Card with a different expiration date or a different number, we may (but are not obligated to) provide your new Card number and expiration date to a merchant or other third party with whom you have set up a recurring pre-authorized Card payment to facilitate the continuation of your authorized recurring transactions.

If you do not wish us to provide your new Card number and/or expiration date to merchants or other third parties, please let us know by emailing us pursuant to the "How to Contact Us" section of the Disclosures.

8.4.1 How to Request a Stop Payment

If you have authorized a merchant or other third party to take payments from your Account using your Card, you can place a stop payment on one or all of those payments by contacting us pursuant to the "How to Contact Us" section of the Disclosures at least three (3) business days before the next payment is scheduled to be made.

You must provide us with: (a) your name, (b) your Account number, (c) the company or person taking the payments, and (d) the date and amount of the scheduled payment you wish to stop. If you want all future payments from that company or person stopped, be sure to tell us that as well. If you do not provide us with the correct information, such as the correct payee or the correct amount of the payment you wish to stop, we may not be able to stop the payment.

You may be charged a fee for each stop payment you request under your Account Agreement. Please refer to your Disclosures for fees applicable to your Account.

For non-Card related stop payment requests, please refer to section 4.4.1 of your Account Agreement.

8.5 Your Liability for Unauthorized EFTs

If you think your statement or receipt is wrong, if you believe that an unauthorized EFT has occurred or may occur, or if you need more information about a transfer or other EFT listed on a statement or receipt, you should contact us as soon as you can using the telephone number(s) set forth in the "How to Contact Us" section of the Disclosures. We will investigate the issue as described in that section 7.1 of this Cardholder Agreement.

You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of a Card or the Account. This means your liability for unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Cardholder Agreement and the Account Agreement. You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with commercially reasonable security procedures to which we both agreed, unless otherwise required by law. Your liability for unauthorized EFTs is outlined in your Account Agreement. Please refer to your Account Agreement for details.

In addition and without limiting any other term of this Cardholder Agreement or the Account Agreement, you are fully liable for all transactions conducted using the Card, Card number, or PIN if: (a) you give the Card, Card number, or PIN to another person, including any person who you expressly or implicitly authorize to use the Card and that person exceeds the authority granted or that person continues to conduct transactions after you have terminated authority, unless you have requested in writing that we cancel your Card and PIN pursuant to the above; (b) you fail to safeguard the Card, Card number, or PIN as required by this Cardholder Agreement or you violate any other term of this Cardholder Agreement; (c) the transaction is conducted by a person who has an ownership interest in your company or entity, by a Cardholder or a person authorized by a Cardholder, or by any other person who has an interest in the Account, who has authority to conduct transactions on the Account, or who is an employee of yours; or (d) our investigation reveals that the facts do not reasonably support a claim of unauthorized use.

8.6 Our Liability for a Failure To Complete A Transaction, Unauthorized Transactions, or Failure to Stop a Payment

We will respond to notices of errors or unauthorized EFTs and requests to stop payments in a commercially reasonable manner and time. Our liability for a failure to complete a transaction, an unauthorized transaction, or failure to stop a payment is limited to terms described in your Account Agreement. Please refer to your Account Agreement for details.

8.7 Our Business Days

Our business days are Monday through Friday, excluding federal holidays and Nebraska banking holidays.

9 Change to Services and Amendment of Terms

The services, functions, and facilities available through the use of the Card shall be determined by Bank from time-to-time in its sole discretion.

We may change this Cardholder Agreement, or any fees and features of the Card, at any time by posting an amended Cardholder Agreement on Program Partner's website, and any such amendment will be effective upon posting. We will give you advance notice of any change where required by law. We may provide such notice to you with your statement, electronically, or by mail. Any notice we provide to you will be binding and sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service. We may change or terminate this Cardholder Agreement without notice at our discretion or to comply with any appropriate federal or state law or regulation.

If we make any of our other banking services available to you in connection with your Card, we may provide certain terms and conditions for those additional services to you in a separate agreement or disclosure.

10 Account Information Disclosed to Third Parties

We will disclose information to third parties about your Account and transactions under certain circumstances, including:

- Where it is necessary for completing the transaction.
- To verify the existence and condition of your Account with us (such as to confirm that sufficient funds are available to cover specific transactions) upon the request from a third party (such as a credit bureau or merchant).
- To comply with government agency or court orders, or to protect our legal rights.
- To service providers who perform business functions on our behalf.
- If you give us your written permission.

You can more fully understand how we may use and share your information by referring to Bank's Privacy Policy at https://i3.bank/privacy-policy/.

We work with one or more third parties, including Unit Finance Inc. ("Unit") and Program Partner, in connection with your Card and your Account. Specifically, Unit assists us by performing functions that you have authorized us to perform, such as processing transactions, handling account operations including account set-up, transaction monitoring, and customer support, and providing technology-related services to Program Partner and Bank. We may share your information with these and other service providers that we believe need the information to perform a technology, business, or

other professional function for us, including, without limitation, IT services, maintenance and hosting of our services, marketing partners, accounting, auditing, and tax services, and other professional services.

11 Our Rights to Cancel Cards and Limit Transactions

We may refuse to issue, deactivate, revoke, suspend or cancel your Card at any time with or without notice to you, other than as required by law. This includes deactivating or canceling your Card if it has been lost or stolen to prevent unauthorized transactions. You agree not to use your Card once it has been deactivated, revoked, suspended, or canceled.

We may also limit your use of the Card, including limiting or prohibiting specific types of transactions. If you would like to cancel your Card, you may do so at any time by contacting us through the Online Banking Application or by emailing the Program Partner as described in the “How to Contact Us” section of the Disclosures.

The cancellation of your Card privileges will not otherwise affect your rights and obligations related to your Account.

12 Indemnity; Disclaimer; and Limitation of Liability

12.1 Indemnity

You will indemnify, defend, and hold us and our officers, directors, shareholders, employees, successors, predecessors, representatives, service providers, principals, agents, assigns, parents, subsidiaries and/or insurers (collectively, "Indemnified Parties") harmless from any and all losses, liabilities, costs, and expenses (including reasonable fees and expenses for attorneys, experts, and consultants, reasonable out-of-pocket costs, interest and penalties), settlements, fines, fees, penalties, equitable relief, judgments, and damages ("Losses") imposed on or sustained, incurred, or suffered by any of the Indemnified Parties, whether actual or threatened or proven or not, in respect of any and all actions, audits, arbitrations, assertions, suits, mediations, litigations, proceedings, examinations, hearings, inquiries, investigations, charges, complaints, claims (including counter or cross-claims), or demands by whosoever asserted ("Claims"), without regard to the merit or lack thereof, arising out of or related in any way to (a) the matters set forth in this Cardholder Agreement; (b) breach of this Cardholder Agreement, including any warranties; (c) our taking any action or not taking any action that we are entitled to take pursuant to this Cardholder Agreement; (d) any action or omission by you or any Cardholder; (e) fraudulent activity (except as otherwise provided for herein or by applicable law); or (f) our action or inaction in reliance upon oral, written or electronic instructions or information from you or by any other person who has an interest in the Account, who has authority to conduct transactions on the Account, or who is an employee or agent of yours.

12.2 DISCLAIMER OF WARRANTIES

ALL BANK SERVICES AND CARD FEATURES, INCLUDING THOSE PROVIDED BY A THIRD PARTY, SUCH AS ONLINE BANKING APPLICATION, ARE PROVIDED IS PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF

PERFORMANCE, OR USAGE OF TRADE. WE DO NOT WARRANT BANK'S SERVICES OR CARD FEATURES OR FEATURES OF ANY THIRD PARTY, INCLUDING ONLINE BANKING APPLICATION, WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. TO THE EXTENT THAT WE MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

12.3 LIMITATION OF LIABILITY

EXCEPT AS REQUIRED BY LAW, TO THE EXTENT THAT WE (OR OUR SERVICE PROVIDER(S)) ARE FOUND LIABLE, OUR AND OUR SERVICE PROVIDERS' TOTAL LIABILITY IS LIMITED TO YOUR ACTUAL DAMAGES PROVEN BY YOU, AND IS NOT TO EXCEED THE TOTAL FEES AND CHARGES PAID BY YOU IN CONNECTION WITH THE SERVICES UNDER THIS CARDHOLDER AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. EXCEPT AS REQUIRED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE AND OUR SERVICE PROVIDERS SHALL ONLY BE RESPONSIBLE AND LIABLE FOR OUR AND OUR SERVICE PROVIDERS' OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OUR OBLIGATIONS UNDER THIS CARDHOLDER AGREEMENT. OUR AND OUR SERVICE PROVIDERS' LIABILITY MAY ALSO BE FURTHER REDUCED BY THE AMOUNT OF THE LOSS THAT IS CAUSED BY YOUR OWN NEGLIGENCE OR LACK OF CARE, AS WELL AS ANY RECOVERY OF THE LOSS YOU OBTAIN FROM THIRD PARTIES.

IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US OR OUR SERVICE PROVIDERS ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES, LOSSES OR EXPENSES (INCLUDING COUNSEL AND THIRD PARTY FEES OR FINES) OR LOST PROFITS, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, (a) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES; (b) EVEN IF SUCH DAMAGES, LOSSES OR EXPENSES WERE FORESEEABLE, (c) WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND (d) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION, OUR AND OUR SERVICE PROVIDERS' LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE AND OUR SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY ERROR, FAILURE OR DELAY IN OUR ABILITY TO PERFORM OUR OBLIGATIONS UNDER THIS CARDHOLDER AGREEMENT, INCLUDING ANY ERROR, FAILURE, OR DELAY IN THE PROCESSING OF ANY TRANSFER OR OTHER TRANSACTION, ARISING FROM OR RELATING TO CAUSES BEYOND OUR OR OUR SERVICE PROVIDERS' REASONABLE CONTROL, INCLUDING ANY ACT OF GOD, WAR (DECLARED OR UNDECLARED), SABOTAGE, BLOCKADE, REVOLUTION, INSURRECTION, TERRORISM, CIVIL STRIFE, EXPROPRIATION, NATIONALIZATION, CHANGE IN LAW, GOVERNMENT ACTION, EMBARGO, SANCTION, ACCIDENT, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, PANDEMIC, EQUIPMENT FAILURE, SYSTEM FAILURE, TECHNICAL FAILURE, LABOR DISPUTE, UNUSUAL TRANSACTION VOLUME, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, OR THE FAILURE OF ANY THIRD PARTY TO PROVIDE ANY ELECTRONIC, DIGITAL, OR TELECOMMUNICATIONS SERVICE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE AND OUR SERVICE PROVIDER SHALL NOT BE LIABLE TO ANY THIRD PARTY OR FOR ANY ACT OR OMISSION OF YOURS OR ANY THIRD PARTY, INCLUDING THIRD PARTIES USED BY US IN EXECUTING ANY TRANSACTION CONTEMPLATED BY THIS

CARDHOLDER AGREEMENT OR PERFORMING A RELATED ACT AND NO SUCH THIRD PARTY SHALL BE DEEMED TO BE OUR AGENT.

IN ADDITION, EXCEPT AS REQUIRED BY LAW, WE AND OUR SERVICE PROVIDERS ARE NOT LIABLE OR RESPONSIBLE FOR ANY SERVICES OR FEATURES OF ANY ONLINE BANKING APPLICATION PROVIDED TO YOU BY A THIRD PARTY. WE AND OUR SERVICE PROVIDERS ARE ALSO NOT LIABLE FOR ANY UNAUTHORIZED ACCESS OF YOUR INFORMATION OR DATA BY A THIRD PARTY DUE TO YOUR USE OF THIRD-PARTY COMMUNICATION CHANNELS NOT OFFERED BY US.

13 Governing Law, Forum, and Time Limits

All actions relating to your Card and this Cardholder Agreement will be governed by the laws and regulations of the United States and the State of Nebraska, irrespective of conflict of law principles. You agree that any dispute arising under this Cardholder Agreement or relating in any way to your relationship with us that is not arbitrated pursuant to the arbitration provisions of this Cardholder Agreement will be resolved in a federal or state court determined pursuant to that provision.

Except where prohibited by law, you agree that you must file any lawsuit or arbitration against us within two (2) years after the claim arises unless federal or Nebraska law or, if you have another agreement with us that provides for a shorter time, within that period. If federal or Nebraska law requires a longer time period than the time periods in this Cardholder Agreement, you agree to the shortest time period permitted under the law.

14 Arbitration and Waivers

BE SURE THAT YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US.

14.1 Election to Arbitrate

You and Bank agree that the sole and exclusive forum and remedy for resolution of a claim be final and binding arbitration pursuant to this section (the “Arbitration Provision”). As used in this Arbitration Provision, “Claim” will include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of the Cards or this Cardholder Agreement, and/or the activities or relationships that involve, lead to, or result from this Cardholder Agreement, including the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Cardholder Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counterclaims, cross-claims, third-party claims, or otherwise. Please note that you may continue to assert Claims in small claims court, if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

You have the right to opt-out of this arbitration clause and it will not affect any other terms and conditions of this Cardholder Agreement or your relationship with us. TO OPT OUT, YOU MUST NOTIFY US IN WRITING OF YOUR INTENT TO DO SO WITHIN SIXTY (60) DAYS AFTER OPENING YOUR ACCOUNT. Your opt-out notice can be a letter that is signed by you that states “I elect to opt out of the arbitration

clause in my VISA Business Debit Cardholder Agreement for Account #" or any words to that effect. Send the notice to: operations@i3.bank. An election to opt out applies only to the account or accounts identified in your opt-out notice or, if no specific accounts are identified in your notice, then to any account(s) that became subject to the arbitration clause within the sixty (60)-day period before we received your notice. The arbitration clause will apply to any claims between us relating to any account(s) for which we do not receive an opt-out notice as described in this section.

14.2 Applicability of the Federal Arbitration Act; Arbitrator's Powers

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and will be governed by and enforceable under the Federal Arbitration Act (the "FAA"). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator will take steps to reasonably protect confidential information. In any arbitration arising out of or related to this Cardholder Agreement, the arbitrator will apply the limitation of liability set forth above and, for the avoidance of doubt, is not empowered to award (a) punitive or exemplary damages, losses, or expenses, except where permitted by statute, or (b) incidental, indirect, or consequential damages, or damages for lost profits. The parties waive any right to recover any such damages, losses, or expenses.

14.3 Informal Dispute Resolution

If a Claim arises, our goal is to address your concerns and, if we are unable to do so, to provide you with a neutral and cost-effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will first submit your Claim to us pursuant to the "How to Contact Us" section of the Disclosures and provide us with the opportunity to resolve your concern prior to initiating arbitration.

14.4 Arbitration Procedures

The party initiating arbitration will do so with the American Arbitration Association ("AAA"). The arbitration will be conducted by a single arbitrator according to, and the location of the arbitration will be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with AAA online at www.adr.org or by calling 1-800-778-7879. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision will control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. The arbitration will be held in the United States county where you live or work, or any other location we agree to.

14.5 Arbitration Fees

If we initiate arbitration, we will pay all the administrator's filing costs and administrative fees (other than hearing fees). If you initiate arbitration, filing costs and administrative fees (other than hearing fees) will be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We will pay the administrator's hearing fees for one (1) full day of arbitration hearings. Fees for hearings that exceed one (1) day will be paid by the

party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party will bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights will apply in the arbitration notwithstanding anything to the contrary herein.

14.6 Appeals

Within thirty (30) days of a final award by the arbitrator, any party may appeal the award for reconsideration by another arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within thirty (30) days after notice of the appeal. The arbitrator will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal will be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the initial arbitrator that is not subject to appeal, and any award on appeal, will be final and binding, except for any appeal right under the FAA, and may be entered as a judgment in any court of competent jurisdiction.

14.7 No Class Actions

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration will determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and will not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator will have the power or authority to waive, modify, or fail to enforce this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, will be invalid and unenforceable. Any challenge to the validity of this section will be determined exclusively by a court and not by the administrator or any arbitrator.

14.8 Survival and Severability of Arbitration Provision

This Arbitration Provision will survive the termination of this Cardholder Agreement. If any portion of this Arbitration Provision other than the preceding subsection is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision will nevertheless remain valid and in force. If there is a final judicial determination that applicable law precludes enforcement of this Arbitration Provision's limitations as to a particular claim for relief or particular term, then that claim (and only that claim) or that term (and only that term) must be severed from the Arbitration Provision and may be brought in court. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in the previous subsection are finally adjudicated pursuant to the last sentence of that subsection to be unenforceable, then no arbitration will be had. In no event will any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

14.9 Judicial Forum for Claims

Except as otherwise required by applicable law, in the event that this Arbitration Provision is found not to apply to you or your Claim, you and Bank agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Nebraska. Both you and Bank consent to venue and personal jurisdiction there. All parties agree to waive our right to a jury trial.

14.10 WAIVER OF RIGHT TO LITIGATE

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY BUT ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVING THAT RIGHT BY AGREEING TO THIS CARDHOLDER AGREEMENT AND ARBITRATION PROVISION.

15 Interpretation

Except as otherwise expressly provided in this Cardholder Agreement, the following rules apply: (a) the singular includes the plural and the plural includes the singular; (b) all references to the masculine gender include the feminine gender (and vice versa); (c) “include”, “includes” and “including” are not limiting; (d) unless the context otherwise requires or unless otherwise provided herein, references to a particular agreement, instrument, document, law or regulation also refer to and include all renewals, extensions, modifications, amendments, and restatements of such agreement, instrument, document, law, or regulation; (e) a reference in this Cardholder Agreement to a section or schedule is to the section of or schedule to this Cardholder Agreement unless otherwise expressly provided; (f) a reference to an Article or a Section in this Cardholder Agreement, unless the context clearly indicates to the contrary, refers to all sub-parts or sub-components of any said Article or Section; (g) words such as “hereunder,” “hereto,” “hereof,” and “herein,” and other words of like import, unless the context clearly indicates to the contrary, refers to the whole of this Cardholder Agreement and not to any particular section, subsection or clause hereof; (h) where the Cardholder Agreement states that a Party “shall,” “will,” or “must” perform in some manner or otherwise act or omit to act, it means that the Party is legally obligated to do so in accordance with the Cardholder Agreement; and (i) references to any statute includes any amendments thereto and its implementing regulations.

16 If You Change Your Name, Address, or Other Information

If you change your company’s name, address, mailing address, or tax ID (or if any Cardholder changes their name, address, or mailing address), you agree to promptly notify us in writing pursuant to the “How to Contact Us” section of the Disclosures. If the change does not apply to all of your Cards and Accounts, you agree to inform us which Card(s) and which Account(s) are affected by the change.

17 Miscellaneous

You may not assign, transfer, or otherwise delegate, whether by operation of law or otherwise, the Card or your rights or obligations, in whole or in part, under this Cardholder Agreement. Any assignment, transfer or delegation or attempted assignment, transfer, or delegation in violation of the foregoing shall be void. Bank may assign, transfer, or otherwise delegate its rights or obligations, in whole or in part, under this Cardholder Agreement in its sole discretion. Except with respect to Indemnified Parties and except as otherwise specified in this Cardholder Agreement, this Cardholder Agreement is not intended

to and shall not be construed to give any third party (including any Cardholder) any interest or rights (including any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby. Use of the Card is subject to all applicable rules and customs of any clearinghouse, network, or other entity involved in transactions. Bank does not waive its rights by delaying or failing to exercise them at any time. In case any one or more of the provisions contained in this Cardholder Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Cardholder Agreement, but this Cardholder Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Cardholder Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible. The headings in this Cardholder Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Cardholder Agreement. You agree that this Cardholder Agreement and the Account Agreement(s) are the entire statement of the terms and conditions that apply to the subject matter hereof. If any term or condition of this Cardholder Agreement should be invalidated or unenforceable for any reason, all other terms and conditions will continue in full force and effect.