

## **Deposit Account Agreement and Cardholder Agreement**

Effective as of 05/31/2024

***IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (SEE SECTION 9 BELOW) REQUIRING ALL CLAIMS (EXCEPT CLAIMS ELIGIBLE FOR SMALL CLAIMS COURT) TO BE RESOLVED BY WAY OF BINDING ARBITRATION.***

Please read this carefully and retain it for future reference. This Deposit Account Agreement and Cardholder Agreement (the "Agreement") may be revised periodically, so it shall include changes from earlier versions. You can determine when this Agreement was last revised by referring to the Effective Date, at the top of the Agreement.

This agreement contains the Deposit Account Agreement and the Cardholder Agreement (the "Agreement") related to your demand deposit account and the cardholder rules ("Account") issued by Community Federal Savings Bank ("Bank"), member of the Federal Deposit Insurance Corporation ("FDIC") on behalf of Nomad Fintech Inc, a Delaware Corporation ("Program Manager"), the Bank's program partner responsible for managing the Account and providing customer service to you on the Bank's behalf.

The Program Manager is providing this Agreement to you on behalf of the Bank. Program Manager is a service provider of the Bank for some purposes and will be responsible for carrying out some of our responsibilities under this Agreement as our agent, including, but not limited to, receiving notices from you, responding to any notices relating to questions or complaints concerning your Account, and carrying out other responsibilities described in this Agreement. Accordingly, where we are responsible for matters under this Agreement, those matters may be handled either by the Program Manager or by us directly.

This Agreement governs the non-interest-bearing Account made available to you by Program Manager. Access to your Account and the services under this Agreement is available only through the phone application (the "Mobile App") of the Program Manager that is responsible for making the services available to you and as a result, some services under this Agreement may not be available to you. You should review your agreement with Program Manager for a complete list of services available. As used in this document the words "we", "our", and "us" refer to Bank, our successors, affiliates, or assignees, and the words "you" and "your" refer to the account holder(s), to the person who has opened and owns the Account.

Access to your Account and the services offered under this Agreement is limited to your use of the Mobile App unless we notify you otherwise. You understand that by opening an account through the Mobile App, you authorize the Bank to accept all instructions provided by you to the Bank or to the Program Manager on your behalf.

By agreeing with this Agreement and opening an Account with us from the Mobile App, you agree to the most recent version of this Agreement and you are aware that the Agreement will always be available on the Mobile App and/or Website <https://www.nomadglobal.com/>. This Agreement may be changed by us from time to time and we may not notify you of such change unless required by law.

Bank's business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise. Deposits received after the cut-off times provided in this Agreement or on a day Bank is not open will be processed the following business day that Bank is open.

#### CELLULAR PHONE CONTACT CONSENT

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later connect to a cellular device, you are expressly consenting to receiving communications including but not limited to prerecorded or artificial voice message calls, text messages, push notifications, e-mails and calls made by an automatic telephone dialing system from us, our affiliates and our agents (including, but not limited to, Program Manager) at that telephone number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

You agree that we or Program Manager may contact you regarding any matter for any non-telemarketing reason using any kind of telecommunications technology at any email and telephone number you provide to us, including the phone number for your mobile device. You agree to receive these calls and messages, including pre-recorded or auto-dialed calls. You also agree that we may send text messages to any phone number for your mobile device you provide to us. If you sign up to receive certain Program Manager notifications or information via text or SMS, you may incur additional charges from your wireless provider for these notices. You agree that you are solely responsible for any such charges. For quality control purposes and for other reasons, you permit us to record and monitor your telephone conversations and electronic communications with us (including email). Unless the law requires otherwise, you consent in advance to such recording and monitoring. To revoke the consent provided pursuant to this subsection, you must send ten (10) days' prior written notice of such revocation to support@nomadglobal.com.

#### ELECTRONIC SIGNATURES CONSENT

By accepting this Agreement, you understand that: (i) electronically signing and submitting any document(s) to Program Manager and/or Bank legally binds you in the same manner as if you had signed in a non-electronic form, and (ii) the electronically stored copy of your signature, any written instruction or authorization and any other document provided to you by Program Manager and/or Bank is considered to be a true, accurate and complete record, legally enforceable in any proceeding to the same extent as if such documents were originally generated and maintained in printed form. You agree not to contest the admissibility or enforceability of Program Manager and/or Bank electronically stored copy of this Agreement and any other documents.

## **1. DESCRIPTION OF YOUR ACCOUNT**

### **A. The Account**

The Account consists of a non-interest-bearing online demand deposit account, which can be used to make payments, to transfer funds to your same-named external account through outgoing wires, to transfer funds to third parties from your Account by using the Mobile App to initiate an Automated Clearing House transfer (“ACH Transfer”), as provided for in item 2(B), and used to hold your deposits through the use of the Nomad Visa® Debit Card (“Card”) that is automatically issued with the Account. You will access your Account via the Mobile App. The Account does not provide a checkbook to write paper checks from the Account.

Your Account is a non-interest bearing account, meaning no interest will be paid to you for the funds that you deposit, otherwise receive, or maintain in your Account through use of the services. Your Account is not a prepaid account or credit product.

You agree to pay the fees as shown on the Fee Schedule in Exhibit 1 (Fees) below.

The funds associated with your Account are held in a pooled deposit account at the Bank, and your funds in this pooled deposit account may be combined with the funds of other Nomad Fintech Inc. accountholders.

You will be able to use the Mobile App to view the available balance in your Account, which is the total amount of funds in your Account. Funds associated with your Account that are in transit and have not settled with the Bank may not be available for withdrawal until the funds settle with the Bank. We reserve the right to impose limits on the maximum amount that you can maintain in, or transact with, your Account and reserve the right to change such limits at any time. Please see Exhibit 2 below for maximum balance restrictions and transaction limitations.

### **B. Opening an Account**

You may submit an application to open an Account by using the Program Manager Mobile App.

To open an Account and request a Card, you must submit to us an application and all information that we may require. If, for any reason, you are unable to provide the information necessary to verify your identity, the Account will not be opened.

By opening an Account, you agree that Program Manager can gather your personal information from one or more non-U.S. consumer reporting bureaus, governmental entities and/or other third parties for periodic registration updates and checks. By applying for an Account or Card, you certify that all information you have provided to us, including, but not limited to, your name, mailing address and residential address (if different), social security number (or passport number and country of issuance) or other identification documentation, date of birth, telephone number and other information provided at our request, is true, accurate and complete. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Account or Card. In addition, funds tied to suspected illicit or illegal activity may be subject to internal holds and investigation. We reserve the right to restrict or delay your access to any such funds, subject to applicable law. We may share any of the information collected and any results of any investigation with the Program Manager. Please see our Privacy Policy for additional details.

### C. Account Eligibility

The Account is available to consumers who are at least 18 years of age and legally capable with a valid Brazilian Individual Taxpayer Identification Number (“CPF”). You can form this Agreement with the Bank in your jurisdiction. You agree to this Agreement in compliance with all applicable local, state, national, and international laws, rules and regulations.

You must consent to accept electronic communications, rather than paper communications. Your consent to receive electronic communications means: you shall receive electronic delivery of all account communications (such as account statements, notices, legal and rate disclosures for your Account, updates and changes to this Agreement, or other service agreements and other communications, periodic statements, end-of-year tax forms and other account communications required by applicable law) (collectively, “Communications”), from us to you regarding your Account and related services with us may be provided to you electronically, and you consent and agree to receive all those communications in an electronic form, instead of receiving such communications in paper form. You must provide us, and continue to maintain with us, a valid e-mail address to which we will send such electronic account communications to you. Electronic Communications may be posted on the pages within the Website, Mobile App and/or delivered to your email address. You may print a paper copy of or download any electronic communication and retain it for your records. All Communications in electronic format will be considered to be “in writing,” and to have been received on the day that the communication was made available in electronic form, whether or not you have received or retrieved the Communication. Your consent to receive Communications electronically is valid until you revoke your consent by notifying us of your decision to do so. If you revoke your consent to receive electronic Communications from us, your Account will be closed, and you accept sole liability for any losses, liabilities, cost, damages and expenses resulting from such an involuntary termination of your Account and related services, to the extent permitted by law.

Program Manager may use information from third parties to help the Bank determine if the Program Manager should open your Account.

### D. Important information about procedures for opening a new Account

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT.

WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE A COPY OF YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENTS, SUCH AS YOUR TAXPAYER IDENTIFICATION NUMBER, PASSPORT NUMBER AND COUNTRY OF ISSUANCE, ALIEN IDENTIFICATION CARD NUMBER, OR NUMBER AND COUNTRY OF ISSUANCE OF ANY OTHER GOVERNMENT-ISSUED DOCUMENT EVIDENCING NATIONALITY OR RESIDENCE AND BEARING A PHOTOGRAPH OR SIMILAR SAFEGUARD.

#### E. FDIC Deposit Insurance

Your funds are eligible for FDIC deposit insurance up to the applicable limits provided by law (the current FDIC deposit insurance limit is \$250,000 for each account ownership category).

In the event of Bank's failure, your funds, aggregated with any other funds you have on deposit at Bank, would be eligible to be insured by the FDIC up to \$250,000 for each account ownership category. You are responsible for monitoring the total amount of deposits (including non-Nomad Fintech Inc. accounts) held by you at Bank for purposes of determining the amount of your deposits that may be eligible for FDIC deposit insurance.

Any amount of your deposits at Bank that exceeds the \$250,000 insurance limit may be uninsured.

#### F. Titling and Ownership

The Account may be owned and titled in the name of a person who may deposit, transfer, or withdraw funds. The Account cannot be owned or titled by an organization, as "Payable on Death" or "In Trust For".

#### G. Death or Incapacitation

You agree that your appointed party, designee, or appointed individual shall notify us promptly if you become legally incapacitated, are deemed incompetent, or die. We will continue to accept deposits and process transaction instructions into and from your Account until we: (i) are notified of your death or adjudication of incompetency and (ii) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death, we may pay or process transactions on your Account on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in the Account. We may require additional documentation to confirm any claims made on the Account.

#### H. Bank's Relationship with You

This Agreement and the deposit relationship do not create a fiduciary relationship with the Bank.

#### I. Privacy Policy

Bank's privacy policy is available at <https://www.cfsb.com/privacy> and is considered part of this Agreement.

Program Manager's privacy policy is available at <https://www.nomadglobal.com/legal> and is considered part of this Agreement.

## **2. GENERAL RULES GOVERNING THE ACCOUNT**

### A. General Provisions

The Account and your obligations under this Agreement may not be assigned by you. Bank may transfer its rights under this Agreement. Use of the Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. Neither Bank nor Program Manager waives its rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.

Your Account is not intended for business use, and we may close the Account if we determine it is being used for business purposes. Bank may refuse to process any transaction(s) that it believes may violate the terms of this Agreement or applicable law.

#### B. Automated Clearing House transfer and Linking Accounts

You may link your bank account at another financial institution (“Linked Account”) to your Account in order to transfer funds between your Linked Account and your Account. You represent and warrant: (1) that you have the right to authorize any and all charges and debits to the Linked Account; (2) the Linked Account is held at a depository institution located in the U.S.; and (3) you are individually or jointly the owner of the Linked Account. You will indemnify and hold us harmless from any claims by any person related to the Linked Account, including any other owner of the Linked Account. You are not permitted to link your Account with a credit, debit, gift, or other type of card issued by a third party or another financial institution. You may deposit funds into or transfer funds from your Account by using the Mobile App to initiate an ACH Transfer from the Linked Account. You may withdraw funds from your Account by using the Mobile App to initiate an ACH Transfer from your Account and depositing such funds into your Linked Account. The Linked Account that you are depositing funds into or withdrawing funds from must be at a financial institution located in the U.S. We do not accept requests made otherwise to initiate ACH Transfers. Requests for ACH Transfers to debit the Linked Account that are made before 3:00 PM EST on a business day, shall be considered received on the business day the request is made. Requests for ACH Transfers to debit the Linked Account that are made after 3:00 PM EST on a business day or on a non-business day, shall be considered received the next business day.

#### C. Funding Your Account

When you make a deposit, we will act only as your collection agent and will not be responsible beyond the exercise of good faith and ordinary care. All deposits are provisionally credited subject to our receipt of final payment. If a deposit or transfer of funds into your Account is returned or rejected by the paying financial institution for any reason, you agree that we may deduct the amount of the deposit or transfer against your Account, without prior written notice to you.

Deposits to your Account may be made only in the form and manner that we permit in our sole discretion. Only electronic deposits are permitted. Your Card can be used for purchases on point of sales and/or withdrawals at ATMs. All deposits must be made in U.S. Dollars. You may not deposit funds at any of our branch locations.

Subject to the limitations set forth herein, you may only deposit with us funds that are immediately available, which are not subject to any lien, claim or encumbrance.

Funds deposited to your Account are available as described in the General Funds Availability Policy in Section 5 below.

The Bank will only accept funds deposited electronically through Mobile App. The Bank is not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by the Bank. **Only deposits made in accordance with the terms of this Agreement will be accepted.**

- Cash - Except for cash loads accepted through third party money transfer services, if available, Bank does not accept deposits made in cash. If you mail a cash deposit, the

cash will be sent back to the address Bank has for you on file, and the cash deposit will not be posted to your Account.

- Paper Checks - Personal checks, cashier's checks, and money orders may not be deposited by mail. All checks and money orders sent to Bank for deposit will be returned and will not be posted to your Account, unless the full check amount may be applied towards a negative balance on the Account, in which case the check or money order may or may not be deposited to the Account at Bank's discretion.
- Foreign Currency - Bank does not accept deposits in foreign currency. Any deposits received in foreign currency, cash or check, will be sent back to the address Bank has for you on file and will not be posted to your Account.

We may at any time refuse to accept any deposit in our sole discretion. If an item you deposit is returned as non-payable, we will debit your Account in the amount of the non-payable item, and assess any fee we pay or loss we incur.

If funds are deposited or transferred into your Account by mistake or otherwise, Bank may correct the situation by deducting the amount of the deposit from your Account without prior notice to you. If there are not enough funds in your Account at that time, your Account could become overdrawn. See Section 2(F) (No Overdrafts) and Section 2(G) (Right to Set Off) below for more information about what could occur if your Account has a negative balance.

Note: If the Account is canceled, closed, or terminated for any reason, any direct deposits, ACH transfers, or cash deposits made via third party money transfer services received after the Account closure date will be rejected and returned to the originator. Access to Mobile App will also be disabled.

#### E. Limitations on Frequency and Dollar Amounts of Transactions

The limitations on frequency and dollar amounts of transactions relating to the use (including misuse) of your Card and/or Account are set forth in this Agreement and the attached Fee Schedule exhibit (Exhibit 2) (the "Limitations on Frequency"). Exhibit 2 is incorporated herein by reference.

From time to time, Bank may increase or decrease the limits or add additional limits to your use of the Account, including the Card, in their sole discretion without notice to you except as required by applicable law, for security, risk or other reasons.

#### D. Preauthorized Transfers

Your Account number and the Bank's ABA routing number can be used for preauthorized direct debits ("ACH Debits") from merchants, Internet service or other utility service providers ("Merchants"), and for the purpose of initiating preauthorized direct deposits to the Account ("ACH Credits"). These transfers will be processed under the Rules of the National Automated Clearing House Association ("NACHA") and you agree to comply with the NACHA rules. Detailed information regarding preauthorized transfers is available in Section 4(B) (Preauthorized Transfers) below. If you have scheduled a one-time or a recurring ACH transfer via the Mobile App, you may stop or cancel that transfer by following the procedures defined by the Program Manager. The Program Manager may refuse your order, in its sole and absolute discretion, or if it is not possible to proceed with withdrawal.

Each time we receive an ACH Debit, we will reduce the available balance in your Account by the amount of the ACH Debit and any applicable fees.

**IMPORTANT:** If your Account number changes you must immediately notify any billers using the Account number to debit your Account, or any persons using your Account number to credit your Account. You must provide them with the new Account number to ensure the ACH Debit and ACH Credit activity continues uninterrupted.

#### F. No Overdrafts

You are not permitted to overdraw your Account. If the available balance in your Account is insufficient to cover any payment or withdrawal you have authorized, the payment or withdrawal you have requested can be declined. If your Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. Any deposit we receive to your Account will first be applied to any negative balance in your Account.

If your Account has a negative balance for an extended period of time and you have another account with Bank, Bank reserves the right to exercise the right to set off. See Section 2(G) (Right to Set Off) below for details.

If your Account has a negative balance for thirty (30) calendar days or more it will be closed. We reserve the right to close your Account if you overdraw your Account in violation of these terms.

#### G. Right to Set Off

If your Account balance becomes and remains negative, Bank can use the funds in any of your other accounts with Bank to repay the amount owed on the negative balance Account without further notice to or demand on you. This means Bank has the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with Bank. Further, you grant Bank a lien on and security interest in the funds on deposit in each of your account(s) as security for the entirety of your liabilities and obligations to Bank, now or in the future.

#### H. Account Closure, Holds, Suspensions and Restrictions

Bank reserves the right to close, suspend, freeze or restrict your Account for any reason with or without notice to you. Such reasons include, but are not limited to:

- If we, at any time, believe that an Account is being used for fraudulent or illegal purposes, or such Account presents an undue risk to Bank as determined in our sole discretion.
- Your use of the Account conflicts with any federal, state, or local law, rule or regulation, including federal foreign asset control requirements and anti-money laundering rules, or with the Bank's policies designed to assure Bank's compliance with such law, rule or regulation.
- We receive a court order or other valid legal process to suspend or close your Account.
- Your actions otherwise violate any part of this Agreement.



If the Bank's or Program Manager's monitoring of the Account detects activity which is believed to be fraudulent, or is prohibited by the Bank and/or by applicable law, the Bank may also hold (or in other words, deny access to) Account funds pending review of the activity by the Bank and/or Program Manager. The Bank may require you and other parties to the activity to produce documents and/or other materials evidencing the validity of the activity. Funds on deposit in any Account with us are subject to hold at the Bank's discretion until the source of such funds and/or the activity is properly verified.

#### I. Legal Processes Affecting Accounts

If legal action such as a garnishment, subpoena, government agency request for information, restraining order, writ of attachment or execution, levy, search warrant, forfeiture or similar order or other state or federal legal process ("Legal Process") is brought against your Account, regardless of the jurisdiction of the issuing authority or the location of the Bank at which the legal action is received, Bank may refuse to permit (or may limit) withdrawals or transfers from your Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such garnishment, levy or other state or federal process, Bank has first claim to any and all funds in your Account for your liability under this Agreement. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your Account or in any way restricted access to your funds in accordance with the Legal Process. If you believe your funds are exempt from the Legal Process, or otherwise should not be subject to the Legal Process (for example, if you own funds and the legal action applies to another joint owner, you believe the court, garnishor, or levying authority lacks jurisdiction over you or the property, or you believe the garnishment or levy names the wrong party as garnishee), you agree that it is your responsibility to raise any defense to the Legal Process against the party who originated the Legal Process, and you agree that we have no obligation to do so. Bank will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as Bank determines to be appropriate in the circumstances, even if any funds Bank may be required to pay out leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges or other debts owed to Bank. You agree that you are responsible for any expenses, including, without limitation, attorneys' fees and our internal expenses, legal expenses and fees Bank incurs due to any Legal Process on your Account. Bank may charge these expenses to your Account. You will indemnify Bank for any losses if it does this. Unless expressly prohibited by law, we will charge your account a fee for each Legal Process received, regardless of whether the action is subsequently revoked, vacated or released.

#### J. Account Abandoned or Inactivity and Escheatment

If your Account becomes abandoned or inactive (e.g., if you do not use the funds in your Account or access your Account for a certain period of time), applicable law may require Bank to report the funds in your Account as unclaimed property. If this occurs, before we turn over an abandoned or inactive account, we may send a notice to you by e-mail or the address we show for the account statement. If Bank is unable to locate you, Bank may be required to deliver any funds in your Account to the applicable state as unclaimed property. The specified period of time to report and send funds in an inactive Account to a state varies by state, but usually ranges between two and five years. Unless prohibited by law, we may charge to your Account our costs and expenses of any notice, payment and turnover of the remaining balance of your Account to the applicable state.

#### K. Special Rules for New Accounts

Accounts open less than thirty (30) days may be limited in functionality. Direct deposits and other funds credited to your Account may be given provisionally for a reasonable amount of time. You may also not be eligible to use certain features such as bill pay, mobile deposit, ACH Transfer until direct deposit has been set up and/or the Account has been open for at least thirty (30) days. In addition, certain transfer limits may be lower during this time.

#### L. Illegal Transactions and Internet Gambling

You may not use your Account for illegal online gambling or any other illegal transactions. You agree not to use your Account or our services for any illegal activity. Bank may refuse to process any transaction that it believes may violate the terms of this Agreement or applicable law. You acknowledge and agree that Bank has no obligation to monitor, to review or to evaluate the legality of your transactions and Account activity. You agree that using Bank services or your Account for illegal activity will be deemed an action of default and/or breach of contract and, in such event, our services and/or any of your Accounts may be terminated at our discretion. You further agree that should illegal use occur, you waive any right to sue us for such illegal use or any activity directly or indirectly related to it, and you agree to indemnify and hold us harmless from any suits, legal action, or liability directly resulting from such illegal use. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if that transaction is determined to be illegal.

#### M. Canceled, Closed or Terminated Account

If the Account is canceled, closed or terminated for any reason, you may request the unused balance be returned to you to another bank account owned by you. For security purposes, we will only refund the account balance to an account in your name. Allow until thirty (30) days for sending the remaining balance in your Account to the account in your ownership informed by you. In the event the program is canceled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any remaining Account balance, will be in the notice.

**Note: If the Account is canceled, closed, or terminated for any reason, any direct deposits, ACH transfers, or cash deposits made via third party money transfer services received after the Account closure date will be rejected and returned to the originator. Access to Mobile App will also be disabled.**

#### N. Payment Instructions

You agree that any payment instructions received by us (such as requests to withdraw or ACH Transfer) through the Mobile App or in connection with your username, passphrase, PIN or mobile device used to access the Mobile App (collectively "Credentials") will be deemed to be authorized by you, subject to applicable law. The use of any of your Credentials by another person will be as effective as your use of the Credentials, regardless of whether the person affixing the Credential was authorized by you and regardless of the means by which the Credential was affixed, subject to applicable law. For example, if you provide your username and password used to access the Mobile App to another person and that person uses that information to withdraw funds from your Account, we will deem the withdrawal to be authorized by you,

subject to applicable law. Unless prohibited by applicable law, you agree to hold us harmless and indemnify us for any liability incurred for reasonably acting upon such instructions which bear any of your Credentials. You agree to keep confidential and to take all reasonable precautions and make all reasonable efforts to protect the secrecy of all Credentials issued to you, selected by you, or utilized by you. If any of your Credentials become lost or known to another person, you agree to notify us immediately so that a replacement may be issued. If you believe your Credentials are no longer secure or confidential, or that someone has used your Credentials without your permission, please contact us immediately by calling +55 (11) 4200-0204 (Brazil) / +1 (888) 998-2261 (US), send an email to [support@nomadglobal.com](mailto:support@nomadglobal.com) or notifying us through the Mobile App.

We may refuse to follow any of your payment instructions if we think they are illegal or potentially harmful to us or any other person. If we follow your payment instructions, we may require other security measures to protect us from any losses we may suffer. To the greatest extent permitted by law, you agree to pay us back for any damages or losses (including, but not limited to, the reasonable costs of an attorney) that we suffer if we take an action based on your (or what appears to be your) oral, written or electronic instructions.

#### N. Posting Order of Credits and Debits

(i) Posting Orders. This section summarizes how we generally post some common transactions to your Account. Posting transactions to your Account impact your Account balance. Posting a credit increases your balance, while posting a debit or hold reduces your balance. Credits include deposits and credits to your Account. Holds include deposit holds, Card authorizations and holds related to withdrawals and EFTs (as defined below). Debits include withdrawals, transfers, payments from your Account, Card transactions and fees.

We use automated systems to process transactions and then to post transactions to your Account. When we process multiple transactions for your Account on the same day, you agree that we may in our discretion determine our posting orders for the transactions and that we may credit, authorize, accept, pay, decline or return credits, debits and holds in any order at our option, subject to applicable law. We generally post common transactions as set forth herein. We group the different types of transactions into categories. We use several different categories for holds, credits, and debits. Most categories include more than one transaction type. After the end of the business day, our automated systems assign each transaction received for that day to a category. We generally post all transactions within a category, using the posting order or orders that apply to that category before we post any transactions assigned to the next category.

First, we start with the balance in your Account at the beginning of the business day, subtract holds from your balance, and make any adjustments from prior days. Next, we generally add available and settled deposits and credits to your balance and then subtract debits from your balance based on the debit category. We subtract debits in a category from your balance in order from the highest to lowest dollar amount, unless specified otherwise herein. We then subtract from your balance any other types of electronic debits in order from the highest to lowest dollar amount. These debits generally include transfers. Finally, we subtract from your balance most fees (such as monthly maintenance fees, returned item fees, and ATM fees) in order from highest

to lowest dollar amount. Some fees may show as “processing” until the next day. The first category of debits to be applied against your balance are certain Card and ATM transactions (e.g., Card transactions and ATM withdrawals and transfers) and associated Card fees. The debits within this category are subtracted from your balance in date and time order our systems receive date and time information.

(ii) Changing Posting Orders. You agree that we may determine in our discretion the orders in which we post transactions to your Account. You agree that we may determine in our discretion the categories, the transactions within a category, the order among categories and the posting orders within a category. We sometimes add or delete categories, change posting orders within categories and move transaction types among categories. You agree that we may in our discretion make these changes at any time without notice to you.

(iii) Posting Orders Determined at End of Day. We receive credits, debits and holds throughout the day. Regardless of when during the day we receive transactions for your Account, you agree that we may treat them as if we received all transactions at the same time at the end of the business day. During the day, we show some transactions as processing. Please note that transactions shown as processing have not been posted yet. The posting order for these transactions is determined at the end of the day, with the other transactions we receive for that day and based on the category. We do not always receive debits on the same day that you conduct them. We generally post credits and debits to your Account, and report them on your statement, in a different order than the order in which you conduct them or we receive them.

(iv) Certain Transactions Made After Business Day Ends. During processing, we may include in your Account balance some transactions that you make after the business day cut-off, but before the end of the calendar day. We generally subtract from your Account balance the following debits, when the transaction occurs after the cutoff time for the business day, but during the same calendar day: cash withdrawals made at an ATM(s) and any credit-push ACH Transfers or EFTs.

### **3. DEBIT CARD**

In connection with your Account, we may (but are not obligated to) issue you a Card that will automatically link to your Account and be funded by your Account. If a Card is made available to you, the Card allows you to access funds deposited to your Account by you or on your behalf pursuant to the terms of this Agreement. The Card is not a credit card, prepaid card or a gift card and may not be gifted, sold or transferred. The expiration date of the Card is listed on the Card. However, the funds in your Account will not expire, regardless of the expiration date listed on your Card. The Card is non transferable, and it may be canceled, repossessed, or revoked at any time without prior notice, subject to applicable law. We have no responsibility for failure of any machine, merchant, financial institution or any other party to honor your Card. We may decline to authorize a transaction for any reason. We are not responsible for any losses you may incur if we do not authorize a transaction. You understand that any person may deny acceptance of or refuse to accept your Card and we are not responsible for such denial or refusal. The funds accessible by the Card are limited to the available funds in your Account. The Card is the property of Bank, and must be surrendered upon demand. Not all services or features of your Card described in this Agreement are available to all persons or at all locations. Any offer of a service or feature of your Card or Account in this Agreement will be deemed void where

prohibited. Use of the Card is also subject to all applicable rules and customs of any payment network, clearing house or other association involved in transactions in addition to this Agreement. We reserve the right to limit, at our sole discretion, the provision of any such services under this Agreement to any person or in any location. We can waive or delay enforcement of any of their rights under this Agreement without losing them.

#### A. Card Activation

You must activate the Card before it can be used. Activation instructions will be provided with the Card. You must activate the Card and complete the activation process, including setting a PIN, before it may be used. You must maintain your PIN in confidence and not give it to anyone. You should memorize your PIN and not write down your PIN or keep your PIN with your Card.

#### B. Personal Identification Number

You will also be required to set Personal Identification Number (“PIN”) during the Card activation process. You should not write or keep your PIN with your Card. Never share your PIN with anyone. If you believe that anyone has gained unauthorized access to your PIN, you should contact us immediately following the procedures in Section 4(C) (“Your Liability for Unauthorized Transfers”) below.

#### C. Using the Card

You may use the Card to purchase goods or services everywhere debit provider or secondary network cards are accepted.

Once your Card is active, subject to the limitations of this Agreement, you may use your Card, as applicable, to make purchases at any merchant that accepts payment using the Card, as long as you do not exceed the value available in your Account and as no purchase (whether individually or in aggregate) exceeds the transaction Limits. We reserve the right to refuse to make any transfer or process any transaction for security, credit, legal/regulatory, or other reasons, as we determine in our sole discretion. Subject to applicable law, you are responsible for all transactions you authorize using the Card, including any losses, charges, or penalties incurred as a result. You may be charged for your use of the Card at ATMs. There may be Fees associated with some of your Card transactions. The Card is the property of the Bank, and if your Account is closed or your Card privileges are cancelled, you agree to stop using the Card and destroy the Card or return the Card to the Bank, upon its request.

Each time you use the Card, you authorize us to reduce the value available in the Account by the amount of the transaction and applicable fees.

#### D. Cash Withdrawals with the Card

With the PIN, you may use your Card to withdraw cash from your Account at any ATM or Point-of-Sale device (if cash-back functionality is made available by the merchant) that bears the Visa or Pulse acceptance marks. All ATM transactions are treated as cash withdrawal transactions.

When you use a non-MoneyPass, you may be charged a fee by the ATM operator, and you may also be charged a fee for a balance inquiry even if you do not complete a cash withdrawal. Such

fee is a third-party fee assessed by the individual ATM operator only and is not assessed by us. The ATM fee will be charged to your Account.

You may also withdraw funds at a participating financial institution (“Over the Counter” or “OTC” withdrawals).

#### E. Authorized Card Transactions

You are responsible for all authorized transactions initiated by use of your Card. If you permit another person to have access to your Card, we will treat this as if you have authorized any use of your Card by that person, and you will be liable for all transactions and fees incurred by that person. The Card is solely for your use and you may not request an additional card for another person, and you may not permit anyone else to use your Card or Account, unless approved by us or as set forth in this Agreement. Without limiting the foregoing, if you permit another person to have access to your Card or Account, this will be treated as if you authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms of this Agreement.

**Card Not Present Transactions.** If you initiate a transaction without presenting your Card (such as for a mail order, internet or telephone purchase), the legal effect will be the same as if you used the Card itself. For security reasons, the amount or number of such transactions you may make may be limited.

**Authorization Holds.** When you use your Card to purchase goods or services or to make a cash back withdrawal transaction, the merchant may request a preauthorization 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 a “hold” is placed on your Account for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant or purchase type), until the merchant sends the final payment amount of your purchase, or for up to thirty (30) days, even if you fail to make the purchase, to the extent permitted by applicable law. The merchant controls the timing of both the Card authorization and settlement of the transaction. During the hold period, you may not have access to the preauthorized amount in your Account. We will not be responsible if any transactions are not completed because of the hold. If the preauthorization request varies from the amount of the actual transaction, the actual transaction amount will be debited from your Account, even if this results in your Account balance becoming negative. You remain responsible for any negative balances in your Account. If the Card is declined, but you have sufficient funds available in your Account for which the Card was issued, you should use the Card to pay for the purchase inside with the cashier. You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card once an authorization is approved.

**F. Return of Funds.** If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to your Account for refunds and agree to the refund policy of the merchant. Neither the Bank nor Program Manager is responsible for the delivery, quality, safety, legality or any other aspects of the goods or services you purchase from others with the Card. If you have a problem with a purchase you made with the Card, or if you have a dispute with the merchant, you must handle it directly with the merchant. The amounts credited to your Account for refunds are generally made available to you within seven (7) days from the date the refund transaction occurs.

Before allowing a transaction, we may request you to provide us with identification, authorization, documentation or other information that we deem necessary. We may refuse a withdrawal if you fail to comply with our request. We may tell you in advance when we are going to refuse a withdrawal request but will not be required to do so.

#### G. Transactions Made in Foreign Currencies

If you use the Card to make purchases or obtain cash in a currency other than the U.S. Dollar, the amount deducted from the available balance in your Account will be converted by Visa into an amount in U.S. Dollars. The exchange rate between the transaction currency and the U.S. Dollar used to process such Card transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate that Visa itself receives, or the government-mandated rate in effect for the available central processing date.

You may be charged a fee for any transactions conducted in currencies other than the U.S. Dollar, as set forth in Section 7 (Fees). If such a transaction results in a credit due to a return, we will not refund any fee that may have been charged on your original purchase.

H. Card Cancellation, Suspension and Limits, Lost or Stolen Card, Card Replacement. We reserve the right, at any time and 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 +55 (11) 4200-0204 (Brazil) / +1 (888) 998-2261 (USA) or send an email to support@nomadglobal.com or the number on the back of your Card. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. The cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement.

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 by emailing Program Manager at support@nomadglobal.com. The cancellation of your Card privileges will not otherwise affect your rights and obligations under this Agreement.

## **4. ELECTRONIC FUNDS TRANSFER DISCLOSURE AND SPECIAL TERMS AND CONDITIONS**

### A. Electronic Funds Transfer Services

#### *Types of Electronic Funds Transfers Available:*

- You may arrange with another party, such as your employer, a government agency, or other financial institutions to electronically deposit funds on a one-time or recurring basis directly to your Account.

- You may authorize another party, such as a merchant, or biller, using your Account number and bank routing number to electronically withdraw funds on a one-time or recurring basis directly from your Account.
- You may use the Card to make purchases at merchants that accept the Card on a one-time or recurring basis, or to obtain cash at ATMs and, subject to availability, cash back at POS terminals.
- By using a transfer option available on the Mobile App, you may authorize Bank to transfer funds: (a) from your Account to other accounts you own at certain other financial institutions, or (b) transfer funds from other accounts you own at certain other financial funds to your Account.

*Limitations on Transfers, Amounts and Frequency of Transactions:*

- At Bank's discretion, the number and amount of transfers per day or month may be limited. See Exhibit 2 above for frequency and dollar amount limitations on transfers to and from your Account.

*Right to Receive Documentation of Electronic Funds Transfers:*

- Periodic Statements: You will have access to electronic monthly statements, which can be viewed on the Mobile App. Your electronic funds transfers will be reflected on the statements. We will send an email notification when the statements are available online on a periodic basis at approximately monthly intervals. The Account statement will describe each item, date of credit or debit, and the respective amount. Electronically delivered statements will provide all information available in paper statements. Account statements will be considered to be correct unless you notify us, through Program Manager, of any errors within sixty (60) days of being made available to you. Carefully review your statement each statement cycle and notify us of any errors within sixty (60) days of your statement becoming available.
- Direct Deposits: If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can view the transaction on the Mobile App to find out whether the deposit has been made. You may also call Customer Service to verify that the direct deposit has been received. If enabled by the Program Manager for your Account, your Account number and bank routing number may be used for the purpose of initiating direct deposits to your Account. The recipient's name on any direct deposit(s) we receive must match your name. Any direct deposits received in a name other than the name registered to the Account will be returned to the originator. If your Account number changes you must immediately notify your employer or any other payors. You must provide them with the new Account number to ensure that your direct deposit activity continues uninterrupted.
- Receipts: You can get a receipt at the time you make any Card transaction at a merchant or ATM. You agree to retain your receipts to verify your transactions. You can get a receipt at the time you make a withdrawal from a U.S. ATM terminals using your Card. However, for certain small dollar transactions at merchant locations, you may not receive a receipt.

B. Preauthorized Transfers (Recurring Payments)



### *Right to Stop Payment of Preauthorized Transfers and Procedure for Doing So*

If you have told us in advance to make regular payments out of the Account (“recurring payments”), you can stop any of these payments. Here's how: email us at support@nomadglobal.com, in time for us to receive your request 3 business days or more before the payment is scheduled to be made.

To stop a recurring payment to a merchant that you authorized to debit the Account on a regular basis, it is best to contact the merchant directly to request cancellation of the recurring payment.

If the merchant with whom you arranged recurring payments from the Account is unable or unwilling to stop the transfer, email us at support@nomadglobal.com, in time for us to receive your request 3 business days or more before the recurring payment is scheduled to be made. Such a stop payment request will also cancel all future payments for the recurring transaction to which the stop payment request relates, unless you authorize the recurring transaction again with the merchant.

### *Notice of Varying Amounts*

If recurring payments may vary in amount, the person you are going to pay is required to tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set.

### *Liability for failure to stop payment of preauthorized transfer*

If you order us to stop one of these recurring payments 3 business days or more before the recurring payment is scheduled, and we do not do so, we will be liable for your losses or damages.

### C. Your Liability for Unauthorized Transfers

**Contact Customer Service IMMEDIATELY if you believe your Card, PIN or Account number has been stolen, or if you believe that an electronic fund transfer has been made without your permission. Calling at +1 (888) 998-2261 or +55 (11) 4200-0204 or contacting us via chat at <https://benomad.zendesk.com/> is the best way to keep your possible losses down. You could lose all the money in your account.**

If you tell us within 2 business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if you someone used your Card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make, including those made by your Card, PIN, account number or other means, tell us at once. If you do not tell us within 60 days after the statement was made available to you, you may not get any money you lost after the 60 days if we can prove we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Card, PIN or Account number has been lost or stolen, call us at +55 (11) 4200-0204 (Brazil) / +1 (888) 998-2261 (USA) or email us at support@nomadglobal.com or Program Manager chat.

If your Card, PIN or Account number has been lost or stolen, we may close your Card number, deactivate your PIN or Account number, and issue you a new Card number, PIN or Account number (as applicable).

If we change your Account number or Card number, you must immediately notify your employer or merchants of your new Card number or Account number to ensure your direct deposit, ACH Debit and recurring Card transactions continue uninterrupted.

#### *Your Liability for Unauthorized Visa Debit Card Transfers*

Under Visa's Zero Liability Policy, your liability for unauthorized transactions using your Card is \$0.00 if you are not negligent or fraudulent in the handling of the Card. This reduced liability does not apply to certain commercial card transactions, transactions not processed by Visa, or to anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us). The reduced liability policy also does not apply if you wait more than 60 days to report an unauthorized transaction after the statement showing the unauthorized transaction is made available to you.

#### D. Bank's Liability for Failure to Complete Transactions

If a transaction is not properly completed from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough funds available in your Account to complete the transaction;
- If a merchant refuses to accept the Card or Account number;
- If an ATM where you are making a cash withdrawal does not have enough cash;
- 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;
- If access to your Card, PIN or Account number has been blocked after you reported your Card, PIN or Account number lost or stolen;
- If there is a hold on your funds, or your funds are subject to Legal Process, administrative process, or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, or computer communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- If you do not complete the transaction correctly; or
- Any other exception stated in our Agreement with you.

#### E. Information About Your Right to Dispute Errors

In case of errors or questions about your electronic transactions, send us an email at support@nomadglobal.com or contact Customer Service at +55 (11) 4200-0204 (Brazil) / +1 (888) 998-2261 (USA) as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt.

We must hear from you no later than 60 days after the FIRST statement was made available to you on which the problem or error appeared. You need to tell us:

- (1) Your name, Account number and email address associated with your Account (if any);
- (2) A description of the error or 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; and
- (3) The dollar amount of the suspected error.

If you provide this information verbally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account.

For errors involving new Accounts, point-of-sale transactions or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation by contacting Customer Service.

#### F. Services not Covered by this Part

Electronic Fund Transfer Services described in this Section 4 do not include wire transfers, and any other transactions that are not covered by the Electronic Fund Transfer Act and its accompanying Regulation E.

### **5. GENERAL FUNDS AVAILABILITY POLICY**

Information contained in this Section 5 is provided to assist you in understanding our Funds Availability Policy. We make funds available according to the type of deposit and when the funds are applied or credited to the Account. The funds availability policy for deposits not discussed in this section may be covered under a separate agreement, such as mobile check deposits. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to the Account, you may not withdraw those funds, and we will not use them to pay any debits, such as ACH transfers, payments or transactions using a Card during the hold period. We have the right to refuse any deposit.

If final payment is not received on any item deposited into the Account, or if any direct deposit, or ACH transfer credit is returned to us for any reason, you agree to pay us the amount of the returned item.

If funds are received through the Automated Clearing House (ACH), then any credit given by us for such funds will be provisional until the Bank receives final settlement through a Federal Reserve Bank or has otherwise received payment as provided under Section 4A-403(a) of New York's Uniform Commercial Code. Notice to you of such ACH credits will be provided through the Mobile App or on your periodic statement. If the Bank does not receive final settlement or payment of an ACH credit, then we are entitled to recover from you the amount of the provisional credit and the person or entity making that ACH payment will not be considered to have paid that amount to you.

### **AVAILABILITY**

The length of delay in the availability of funds varies depending on the type of deposit. We make funds available according to the type of deposit and when the funds are applied or credited to your Account. Some types of deposits may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your Account, you may not withdraw those funds, and we will not use them to pay any debits, such as ACH Transfers or payments, check payments or, if available, transactions using your debit card during the hold period. We have the right to refuse any deposit. If final payment is not received on any item you have deposited into your Account, or if any direct deposit or ACH Transfer is returned to us for any reason, you agree to pay us the amount of the returned item. The length of the delay in the availability of funds will vary depending on the type of deposit.

### **BUSINESS DAYS**

The length of the delay in the availability of funds is counted in business days from the day your deposit is applied to your Account. For purposes of these disclosures, our business days are Monday through Friday. Federal holidays are not included. Deposits received by 11:59 PM MT will be considered current-day deposits. Any deposits received the cut-off times provided in this Agreement or on a day Bank is not open will be processed the following business day.

#### **A. Electronic ACH Same Day Availability**

Funds received from preauthorized electronic payments such as payroll direct deposits, or other preauthorized electronic payments, will be available on the day the deposit is applied to your Account.

ACH credits received from an external bank account will be applied to the Account when Bank has verified the external account and received payment on collected funds. Once the funds are applied to the Account, they will have same day availability.

#### **B. Electronic ACH Longer Availability**

Electronic transfers deposited into the Account initiated through the Mobile App or Website may take up to five (5) business days from the date of the initial request but will post on the payment date of the deposit once the money has reached the Bank and/or Program Manager.

## **6. TRUTH IN SAVINGS DISCLOSURE**

This is not an interest-bearing account. No interest will be paid on this account. There is no initial deposit required to open an Account. There is no minimum balance required to avoid a fee.

## **7. FEE SCHEDULE**

The fees relating to the use (including misuse) of your Card and/or Account are set forth in this Agreement and the attached Fee Schedule exhibit (Exhibit 1) (the "Fees"). Exhibit 1 is incorporated herein by reference. Fees incurred pursuant to the terms of this Agreement will be withdrawn from your Account and will be assessed even if there is no remaining balance in your Account, unless prohibited by law.

You agree to pay the Account fees set forth in the "Fee Schedule" in Exhibit 1. All the fees will be withdrawn from your Account and will be assessed as long as there is a remaining balance on your Account. If at any time your remaining Account balance is less than the fees being assessed, the balance of your Account will be applied to the fees resulting in a zero balance on your Account. The remainder of the fees due will be collected upon the next deposit into your Account.

## **8. OTHER AGREEMENT TERMS**

### **A. No Warranty of Availability or Uninterrupted Use**

From time to time, services related to the Account may be inoperative. When this happens, you may be unable to access the Website or Mobile App, and you may be unable to use the Account or obtain information about the Account. Please notify us if you have any problems using the Account, Website, or Mobile App. You agree that, except as required by applicable law, that Bank or Program Manager will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall Bank or Program Manager be liable for extended interruptions due to failures beyond Bank's or Program Manager's control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, pandemics, labor disputes and armed conflicts.

### **B. Limitation of Liability**

Except as required by applicable law, Bank shall have no liability to you if Bank is unable to complete a transaction for any reason beyond Bank's control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, Bank, Bank's affiliates, and the parties with whom Bank contracts in order to offer your Account and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the your Account, any products or services purchased using Account, or this Agreement (as well as any related or prior agreement you may have had with Bank). Our liability for losses you incur in connection with your Account is limited to actual damages proved that are proximately caused by our failure to exercise ordinary care. Nevertheless, if we make an error in your favor by excessively crediting or insufficiently debiting your account for any reason, including, without limitation, to the giving of cash or credit in excess of a corresponding account debit, you agree that you immediately owe us the amount in error, whether you relied on the error or not. You agree to waive your rights to a jury and to punitive and exemplary damages and further agree to be subject to all parts of the arbitration provision in Section 9. Also excluded are damages in tort, including but not limited to those for emotional distress, unless caused by a willful and malicious act, which in the case of

the unauthorized disclosure of private or confidential information must also be defamatory. We will have no liability for acting on instructions from you accepted or interpreted by us in good faith according to the terms of this Agreement, declining to act on instructions whose authenticity or accuracy cannot be verified to our satisfaction, or not acting on instructions not actually received.

#### C. English Language Controls

Any translation of this Agreement is provided for your convenience. The meaning of the terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

#### D. Account Services

For Account service assistance or additional information regarding your Account, please send an email to [support@nomadglobal.com](mailto:support@nomadglobal.com) or contact Customer Service at +55 (11) 4200-0204 (Brazil) / +1 (888) 998-2261 (USA).

#### E. Telephone Monitoring/Recording

From time to time, we may monitor and/or record telephone calls between you and us to assure the quality of our service team or as required by applicable law.

#### F. Amendment and Cancellation

Except as otherwise required by applicable law, Bank may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement at the Website and/or Mobile App, and any such amendment shall be effective upon such posting to the Website and/or Mobile App. The Agreement is also available on the Website and/or Mobile App. You will be notified of any amendment(s) in the manner provided by applicable law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, Bank may implement it without prior notice. When we change this Agreement, the then-current version of the Agreement governs your Account and supersedes all prior versions. Bank may cancel or suspend your Account or this Agreement at any time. You may cancel this Agreement by contacting Customer Service to close your Account. Your cancellation of this Agreement will not affect any of Bank's rights or your obligations arising under this Agreement prior to cancellation.

**IMPORTANT: IF YOU TERMINATE YOUR RELATIONSHIP WITH BANK OR WITHDRAW YOUR CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS ABOUT YOUR ACCOUNT, THE ACCOUNT WILL AUTOMATICALLY BE CLOSED. UPON CLOSURE, ANY REMAINING FUNDS IN THE ACCOUNT WILL BE RETURNED PER SECTION 2(M).**

#### G. Confidentiality

Bank may disclose information to Program Manager and other third parties about your Account or the transactions you make:

- Where it is necessary for completing transactions.
- In order to verify the existence and condition of your Account for a third party (such as a merchant).

- In order to comply with government agency, court order, or other legal or administrative reporting requirements.
- If you give us your written or electronic permission.
- To Bank's employees, auditors, affiliates, service providers, or attorneys as needed.
- Otherwise as necessary to fulfill Bank's obligations under this Agreement or as detailed in Bank's Privacy Policy.

#### H. No Warranty Regarding Goods or Services as Applicable; Merchant Credits

Bank is not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Account. If you are entitled to a refund for any reason for goods or services purchased with your Account, the return and refund will be handled by the merchant. If a merchant posts credits to your Account, the credit may not be immediately available since we have no control over when a merchant may send the credit transaction to us.

#### I. Survival

All provisions of this Agreement shall survive the termination of this Agreement or closure of your Account by either party for actions arising in connection with this Agreement or your Account(s).

#### J. Governing Law

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this Agreement, the laws of the State of New York, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between you and Bank (or Program Manager), regardless of your location.

### 9. ARBITRATION

THIS AGREEMENT REQUIRES ALL DISPUTES BE RESOLVED BY WAY OF BINDING ARBITRATION.

Except for disputes that qualify for small claims court, all disputes arising out of or related to this Agreement or any aspect of the relationship between you and Bank (or Program Manager), whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury and you agree that Bank and you are each waiving the right to trial by a jury. You agree that any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted, and you are agreeing to give up the ability to participate in a class action. The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, as amended by this Agreement.

The Consumer Arbitration Rules are available online at: <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by Bank that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination

should be made by the AAA or by the arbitrator. The arbitrator's decision will follow the terms of this Agreement and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against Bank for you.

If any portion of this Arbitration Provision is deemed invalid or unenforceable, such a finding shall not invalidate any remaining portion of this Arbitration Provision, this Agreement, or any other agreement entered into by you with us. However, notwithstanding any language in this Arbitration Provision or this Agreement to the contrary, the Class Action Waiver is not severable from the remainder of this Arbitration Provision and, in the event that the Class Action Waiver is held to be invalid and unenforceable, and subject to any right of appeal that may exist with respect to such determination, any class action or representative proceeding shall be determined in a court of law and will not be subject to this Arbitration Provision.

**IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION PROVISION, DO NOT USE THE ACCOUNT. CALL +55 (11) 4200-0204 (Brazil) / +1 (888) 998-2261 (USA) or email us at [support@nomadglobal.com](mailto:support@nomadglobal.com) or Program Manager chat TO CLOSE THE ACCOUNT.**



Exhibit 1

Fee Description	Fee Amount and Frequency (USD)
Monthly Service Fee	\$ 0.00
Fee to Open an Account	\$ 0.00
Fee to Close an Account	\$ 10.00
Card Issuing Fee	\$ 0.00
Card Shipping Fee (Brazil)*	\$ 20.00
Card Shipping Fee (U.S.)**	\$ 6.00
ATM Withdrawal Fee (in-network)	\$ 0.00
ATM Withdrawal Fee (out of network)***	\$ 5.00
Over the Counter (“OTC”) Cash Withdrawal Fee	N/A
Outgoing Wire Transfer Fee - to your same-named account only	\$ 10.00
Outgoing Automated Clearing House (“ACH”) Transfer Fee - to transfer funds to third parties	\$ 10.00
Transfer to Nomad Investment Account	\$ 0.00
Insufficient Funds Fee	\$ 0.00
Returned Item Fee	\$ 0.00
Balance Inquiry Fee	\$ 0.00
Stop Payment Fee	\$ 10.00

\* Nomad may in its sole discretion waive this fee based on promotional campaigns previously disclaimed to you.

\*\* Nomad may in its sole discretion waive this fee based on promotional campaigns previously disclaimed to you.

\*\*\*When you use a non-MoneyPass ATM, you may also be charged a fee by the ATM operator, and you may also be charged a fee for a balance inquiry even if you do not complete a cash withdrawal. Such fee is a third-party fee assessed by the individual ATM operator only and is not assessed by us. The ATM fee will be charged to your Account.

Exhibit 2

Your Account limits can be found in the table below.

Transaction Type	Maximum Frequency and/or Amount Limitation (per day)	Maximum Frequency and/or Amount Limitation (per month)
Maximum balance in Account at any time	Not Applicable	
Account to Account Transfer	\$ 5,000.00	\$ 10,000.00
Outgoing Wires - to your same-named account only	\$ 10,000.00	\$ 50,000.00
Incoming Wires	\$ 50,000.00	\$100,000.00
Direct deposits of Automated Clearing House ("ACH") transfers from another financial institution*		
Incoming ACH credit transfers from another financial institution		
Incoming ACH debit transfers from another financial institution**	Available Balance on the Account	
Outgoing ACH credit transfers to another financial institution***	\$50,000.00	\$100,000.00
Outgoing ACH debit transfers to another financial institution	Feature Not Available	
Card Purchases (Signature and PIN)	\$ 10,000.00	\$30,000.00
Cash deposits via third party money transfer services****	\$ 500.00	\$ 7,000.00
Cash Withdrawal (ATM)	\$ 500.00	\$ 7,000.00

\*Your Account number and Bank's ABA routing number may be used for the purpose of initiating direct deposits to your Account. The recipient's name on any direct deposit(s) that Bank receives must match the name of the accountholder. Any direct deposits received in a name other than the Account owner's name may be returned to the originator.

\*\*If you have insufficient funds at the time the NACHA file is received by Bank and processed by Program Manager, the entry will be returned.

\*\*\*These limits are combined between transfers to Nomad Investment Account and transfers to other financial institutions.

\*\*\*\*Third-Party money transfer services used to send funds to your Account may impose their own terms and conditions, including fees and transaction limits (including per transaction, daily, weekly or monthly limits on the frequency or amount of cash you may deposit to your Account).