

SOFI BANK, N.A.
PREPAID CARDHOLDER AGREEMENT

IMPORTANT NOTICES

(1) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (“ARBITRATION AND WAIVER OF JURY TRIAL” SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

(2) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE ON THE CARD. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE CARD BALANCE.

(3) BY ACCEPTING, SIGNING, OR USING THIS CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

(4) THIS CARD IS BEING PROVIDED AS THE SOLE METHOD FOR YOU AND YOUR AUTHORIZED USERS TO RECEIVE YOUR FUNDS DISBURSEMENT. YOU AND YOUR AUTHORIZED USERS MAY NOT HAVE RECOURSE IF YOU DISPOSE OF OR CHOOSE NOT TO USE THIS CARD.

(5) BY USING THIS CARD, YOU ARE ALSO AGREEING TO SOFI BANK, N.A.’S PRIVACY POLICY, WHICH IS AVAILABLE ONLINE AT <https://www.sofi.com/b/policy/privacy>. PROGRAM MANAGERS MAY HAVE DIFFERENT PRIVACY PRACTICES, SO IT IS IMPORTANT YOU REVIEW THEIR POLICY AS WELL, IF APPLICABLE. For information concerning the collection, use, and sharing of personal information in the context of your Rapid Finance line of credit, you may review the information located at <https://www.rapidfinance.com/privacy-policy/>.

This SoFi Bank Prepaid Cardholder Agreement (“**Agreement**”) sets forth the terms and conditions under which the prepaid card account (**the “Card” or the “Card Account”**) has been issued to you by SoFi Bank, National Association. “**You**” and “**your**” means the company who has directly or indirectly established this Card Account, including any Authorized User. “**Authorized User**” means any individual you have authorized to receive and use access devices to the Card Account, as provided for in this Agreement. “**We**,” “**us**,” and “**our**” mean collectively, SoFi Bank, National Association, a federally-chartered bank, member FDIC (“**SoFi Bank**”), and also includes, unless otherwise indicated, our Program Manager. “**Program Manager**” refers to Galileo Financial Technologies, LLC, who performs certain services related to your Card on SoFi Bank’s behalf. “**Corporate Sponsor**” means the company who has directly or indirectly established this Card for the purpose of disbursing funds to you. The Card and all associated access devices are nontransferable and may be canceled at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference. Your full fee schedule, otherwise known as the “**Long Form**,” is attached to and considered part of this Agreement.

1. ABOUT YOUR CARD

Your Card Account is a prepaid card, which allows you and your Authorized Users to access funds loaded to your Card Account by the Corporate Sponsor. You and your Authorized Users should treat your Card and associated access devices with the same care as you would treat cash. We encourage you and your Authorized Users to sign their Card access devices when received. Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. You will not receive any interest on the funds in your Card Account. We may close your Card or refuse to process any transaction that we believe may violate the terms of this Agreement or represents illegal or fraudulent activity. You are responsible for notifying us and the Corporate Sponsor immediately upon any change to your address, phone number, or email address. If your address changes to a non-US address, we may cancel your Card and return funds in accordance with this Agreement.

2. UNAUTHORIZED TRANSACTIONS

a. Your Liability for Unauthorized Transactions

If you or any of your Authorized Users believe your Card access devices have been lost or stolen or an unauthorized transaction has been made using the information from your Card without your permission, contact customer service, at 866-432-7689 IMMEDIATELY. You will need to provide the Card number and other identifying details. A fee may be charged (subject to applicable law) for any lost/stolen Card, as set forth in the fee schedule, which will be deducted from the balance on the Card. A reissued Card access device may take up to 30 days to process.

b. Business Days

For purposes of this Agreement, our business days are Monday through Friday, excluding Federal holidays.

3. USING YOUR CARD

a. Accessing Funds

You have arranged to have funds transferred to your Card Account by following the procedures set forth by the Corporate Sponsor and if applicable may also transfer funds directly to Card access devices held by your Authorized Users. This is the only load method for your Card Account. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and applicable fees. If you or your Authorized Users use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself. You may use your Card to purchase or lease goods or services wherever your Card is honored as long as you do not exceed the amount available in your Card Account. When applicable and at the discretion of the Corporate Sponsor, you may also use your Card to obtain cash in certain purchase transactions, subject to any fees set forth in the fee schedule.

You and your Authorized Users CANNOT use your Card Account or access devices to: (i) exchange your Card for its cash value; (ii) perform any illegal transactions; (iv) use the bank routing number and account number to make a debit transaction with any item processed as a check (these debits will be declined and your payment will not be processed); or (v) transfer or otherwise distribute wages, salary, or other employee compensation; (vi) make purchases other than for business purposes (i.e. you will not make purchases for personal, family, or household purposes). In addition, YOU ARE NOT PERMITTED TO EXCEED THE AVAILABLE AMOUNT IN YOUR CARD ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS. Nevertheless, if a transaction exceeds the balance of the funds available in your Card Account, you and your Authorized Users will remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. If your Card has a negative balance, any deposits will be used to offset the negative balance. We may also use any deposit or balance on another Card you have with us to offset a negative balance on this Card.

Split Transactions: If you do not have enough funds available in your Card Account, you may be able to instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow cardholders to split transactions or will only allow you to do a split transaction if you pay the remaining amount in cash.

b. Limits

Load, Withdrawal and Spend Limits	
Load Limitations	Limit
Maximum Card Balance at any time	\$55,000
Total number of times the Corporate Sponsor can reload your Card	There are no limits to the number of times you may reload a particular Card access device, but your balance cannot exceed the Maximum Card Balance
Maximum amount of Corporate Sponsor load	\$55,000
Spend Limitations	Limit

Maximum amount in Point of Sale Signature or Point of Sale PIN Transactions	\$10,000 per day
Over the Counter Cash Withdrawals	\$2,000 per transaction
Total Daily Cash Withdrawal	\$2,000 per day
Total Daily Limit (including Point of Sale, Cash Advance, and ATM Withdrawals)	\$12,000 per day

4. CONFIDENTIALITY

We may disclose information to third parties about your Card Account or the transactions you make: (1) where it is necessary for completing transactions; (2) in order to verify the existence and condition of your Card Account for a third party, such as merchant; (3) in order to comply with government agency or court orders, or other legal reporting requirements; (4) if you give us your written permission; (5) to our employees, auditors, affiliates, service providers, or attorneys as needed; or (6) as otherwise necessary to fulfill our obligations under this Agreement.

5. DOCUMENTATION

a. Receipts

You may be able to get a receipt at the time you make any transfer to or from your account or point-of-sale terminals. You may need a receipt in order to verify a transaction with us or the merchant.

b. Account History and Balance

You may obtain information about your Card balance by contacting customer service at 866-224-1162. This information, along with a 12-month history of account transactions, is also available online at my.rapidfinance.com.

6. TRANSACTIONS AND PREAUTHORIZED TRANSFERS

a. Our Liability for Failure to Complete Transactions

We will not be liable for any failure to complete transactions in the following circumstances: (1) If, through no fault of ours, you do not have enough funds available in your Card Account to complete a transaction; (2) If a merchant refuses to accept your Card; (4) If an electronic terminal where you are making a transaction does not operate properly and you knew about the problem when you initiated the transaction; (5) If access to your Card has been blocked after you reported your Card or PIN lost or stolen; (6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (7) If we have reason to believe the requested transaction is unauthorized; or (8) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken.

b. Authorization Holds

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be “preauthorized” for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

7. ADDITIONAL TERMS OF THE AGREEMENT

a. Personal Identification Number (“PIN”)

If you wish to make PIN debit purchases, you may obtain a PIN by calling 866-432-7689. Cards are not accepted at ATMs. You should not write or keep your PIN with your Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to your PIN, you should advise SoFi Bank immediately, following the procedures in the section labeled “Unauthorized Transactions.”

b. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

c. Card Replacement and Expiration

If you need to replace your Card access devices for any reason, please contact customer service at 866-432-7689 to request a new Card. Please note that your Card has a “Valid Thru” date on the front of the Card. You may not use the Card after the “Valid Thru” date on the front of your Card. However, even if the “Valid Thru” date has passed, the available funds on your Card do not expire.

d. Authorized Users

You agree that we will consider all Authorized Users’ liable for the same obligations that you assume pursuant to this Agreement, and that you assume all liability under this Agreement resulting from your Authorized Users’ use of the Card Account and/or Card access devices that we issue. By providing access to your Card Account to Authorized Users, and as a condition to our issuance of the Card Account to you and Card access devices to any of your Authorized Users, you agree that you have provided a copy of this Agreement to all such Authorized Users and that they agree to abide by its terms. If you allow any other entity or person to use the Card Account or access devices issued to your Authorized Users, you will be responsible under this Agreement for all transactions made by that person, regardless of whether you intended to be responsible for such transactions, as well as all associated fees and charges, even if any of those transactions, fees or charges caused your balance to go negative.

e. Communications

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you with any contact information you provide to us, including cellular and wireless phone numbers, landline numbers, and email addresses. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you or that you send or make to us.

8. LEGAL NOTICES

a. English Language Controls

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

b. Account Closure

You may close your Card Account at any time by contacting customer service at 866-432-7689. Your request for Card Account closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Rapid line of credit accounts that are in good standing, in accordance with the Rapid line of credit agreement, will have remaining Card Account funds returned via check upon Card Account closure. Rapid line of credit accounts not in good standing, in accordance with the Rapid line of credit agreement, will have funds returned to the Corporate Sponsor upon Card Account closure. We reserve the right to close your Card Account should you complete or attempt to complete any of the prohibited actions in this Agreement.

c. Assignability

You may not assign or transfer your Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card Account. If we assign our rights, you will get a notification from us.

d. Legal Process

Regardless of where or how we are served, we will comply with any applicable state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be valid relating to you or your Card. You agree that we will honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Card Account records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will enforce a right of security interest against any of your Card Accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may deduct such expenses from your Card Account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in a Card Account, we may remove the funds from the account and maintain them separately.

e. Authorization of SoFi Bank as Custodian

You authorize SoFi Bank to hold all Card Account funds disbursed by the Card Sponsor, Rapid Financial Services, LLC, in one or more accounts at SoFi Bank. SoFi Bank shall act as custodian of such Card Account funds and shall retain the right to transfer any Card Account funds, as required under this Agreement. In the event the Card Account is closed or at the request of the Card Sponsor, you authorize us to transfer any Card Account funds directly to the Corporate Sponsor or to the one or more accounts at SoFi Bank. Upon closure of a Card Account, any remaining funds in such Card Account will be distributed as set forth in Section 8.b herein.

f. Other Terms

You will be notified of any change to this Agreement in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is 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 will not be affected. This Agreement will be governed by the law of the state of New York except to the extent governed by Federal law. Should your Card have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

g. Data Security, Recording and Your Privacy

SoFi Bank takes the security of your sensitive information seriously, and we are committed to adhering to industry standard administrative, technical and physical safeguards to protect all cardholder data and information, which is in our possession or control, or which we transmit on your behalf. When you use your Card to conduct transactions, you consent that the information you create through each transaction will be recorded and stored by SoFi Bank. For more information about how we may collect, use, and share your information, as well as our use and disclosure of your information, please review SoFi Bank's Privacy Policy, which is available online at <https://www.sofi.com/b/policy/privacy>.

h. Payment Instructions

Rapid Financial Services, LLC or one of its affiliates (collectively "Rapid") may provide payment instructions to SoFi Bank with respect to your funds held in an omnibus account at SoFi Bank in the event of your default under your business line of credit agreement with Rapid or in the event you request to close your Card Account. You authorize SoFi Bank to follow the instructions provided by Rapid with respect to your funds held in the omnibus account at SoFi Bank, and to disregard your instructions with respect to such funds, if Rapid notifies either SoFi Bank or Galileo Financial Technologies, LLC that

you have experienced an event of default. Further, to the extent permitted by applicable law, you agree not to assert, and hereby waive, any claim against SoFi Bank, on any theory of liability, arising out of, in connection with, or as a result of, SoFi Bank's reliance upon, or execution of, any payment instruction provided by Rapid to SoFi Bank. Upon closure of a Card Account, any remaining funds in such Card Account will be distributed as set forth in Section 8.b herein.

9. Arbitration and Waiver of Jury Trial

You and we agree that the transactions contemplated in this Agreement involve "commerce" under the Federal Arbitration Act ("FAA"). **EVERY CONTROVERSY OR CLAIM BETWEEN YOU AND ANY INDEMNIFIED PARTY ARISING OUT OF, OR IN ANY WAY RELATED TO OR RESULTING FROM THIS AGREEMENT, THE CARD, OR ANY OTHER SERVICES PROVIDED BY US, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT, WILL BE RESOLVED BY BINDING ARBITRATION UNDER THE FAA.** You agree that nothing in this Agreement alters or amends or otherwise changes your responsibilities with respect to Rapid Financial Services, LLC, Small Business Financial Solutions, LLC or other corporate affiliated entities (collectively "Rapid") pursuant to any business line of credit agreement that you have with Rapid.

The arbitration will be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules (the "Arbitration Rules"). **IF A CLAIM IS SUBMITTED TO ARBITRATION: (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES, WHETHER OF CIVIL PROCEDURE OR OTHERWISE; AND (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL. IN THE EVENT OF A CONFLICT BETWEEN THIS PROVISION AND ANY OTHER SUCH ALTERNATIVE DISPUTE RESOLUTION PROVISION, THE TERMS OF THIS PROVISION SHALL CONTROL.**

THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF THE CARD AND THE TERMINATION OF THIS AGREEMENT.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD.

FEES (“LONG FORM”)¹

All Fees	Amount	Details
POS transactions with PIN	\$0	Per purchase.
POS transactions without PIN	\$0	Per purchase. POS transactions without PIN include both signature-based transactions and all PIN-less transactions without a signature.
Over-the-counter cash transactions	2%	
ATM withdrawal fee	N/A	Your card cannot be used at ATMs.
Customer service (automated or live agent)	\$0	
ATM balance inquiry	N/A	Your card cannot be used at ATMs.
ATM withdrawal fee (international)	N/A	Your card cannot be used at ATMs.
Inactivity fee	N/A	
Card replacement fee, standard delivery	\$10	
Card replacement, expedited delivery fee	\$25	
<p>Your funds are eligible for FDIC insurance. Your funds will be held at or transferred to SoFi Bank, National Association, an FDIC-insured institution. Once there, your funds are insured by the FDIC up to \$250,000 per depositor for each account ownership category under the FDIC’s general deposit insurance rules, in the event SoFi Bank fails, if specific deposit insurance requirements are met. See fdic.gov/deposit/deposits/prepaid.html for details.</p> <p>No overdraft/credit feature.</p> <p>Contact Rapid Financial Services, LLC Customer Service by calling 866-224-1162, by mail at customerservice@rapidfinance.com, or by visiting www.rapidfinance.com.</p>		

¹ Rapid to determine fees, subject to SoFi Bank’s approval.