

Cardholder Agreement and Security Agreement for The EarnIn Card

Effective date: August 21, 2024

The following terms and conditions together with the Security Agreement constitute an agreement (“Agreement”) between you and Evolve Bank & Trust governing the use of your Earnin Card account (“Card Account”), the cards or other devices used to access the Card Account (“Earnin Card”, or “Card”) and the security interest granted by you to us in the funds deposited into your Secured Account with us. As used in this Agreement, “Customer”, “Cardholder”, “you” and “your” mean the person who applied for the Earnin Card and to whom we issue a Card pursuant to this Agreement. The terms “we”, “us”, “our”, and “Bank” mean Evolve Bank & Trust, our agents, authorized representatives, successors, and assignees. Access and use of your Earnin Card and Card Account may be provided to you through the smart phone application (the “Earnin Mobile App”) of our service provider, Activehours d/b/a Earnin (“Servicer” or “Earnin”). The Servicer or its affiliates may offer you additional services through the Earnin Mobile App, pursuant and subject to the terms and conditions between you and Earnin (the “Services” and such terms and conditions, the “Servicer Terms”), and such Services are not governed by this Agreement and not offered by Bank.

There are three parts to this Agreement: **Pricing Information Table, Consumer Card Agreement, and Security Agreement**. The Agreement contains important information related to your Earnin Card issued by Bank. Please keep a copy of this Agreement for your records.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND A WAIVER OF CLASS ACTION AND JURY PROVISION.

Important Information about your Account:

1. Your Card and Card Account are provided by Evolve Bank & Trust.
2. Evolve has agreed to issue you a Card and extend you credit on your Card Account as described in this Agreement and subject to the Security Agreement (below), and you agree to pay us back together with any relevant fees. Your activation and continued use of the Card or Card Account indicates your acceptance of the terms of this Agreement.

3. Your Earnin Card is a partially secured credit card account that gives you access to an amount of credit extended to you by Bank for spending. The amount the Bank determines to extend to you is calculated by adding together the available funds in your Secured Account (as described in more detail below) and your available Streamed Earnings (as defined below) (“Credit Limit”). The maximum Credit Limit that Bank may extend to you is \$10,000 (“Maximum Credit Limit”). Bank has no obligation to extend to you the Maximum Credit Limit. Your Streamed Earnings is a portion of your estimated accrued unpaid earnings up to and not to exceed \$1,000 for any pay period (“Streamed Earnings”) and is subject to risk mitigation limits. Your “Available Credit” is the remaining credit you have available to spend at any time after we deduct your Card Balance from your Credit Limit. For example, if you have a \$1,000 Credit Limit and a Card Balance of \$500, your Available Credit to spend would be \$500. You can spend up to \$1,500 per day on your Earnin Card up to your Credit Limit. You have the option to limit your Available Credit by turning off the access to your Streamed Earnings in the Earnin Mobile App. Further detail about your Available Credit and your Credit Limit is set forth below under the section, “**How Much Can You Spend?**”.
4. You must have an Earnin Express Account and establish a Secured Account (described in more detail in the section below) with Bank to open a Card Account and be issued the Earnin Card, among other eligibility requirements. To remain eligible for the Earnin Card you must continue to have regular direct deposits of at least \$500 per month into your Earnin Express Account. You must also pre-authorize Evolve to transfer all funds directly deposited into your Earnin Express Account to the Secured Account after each direct deposit to open and maintain the Earnin Card. Your Earnin Express Account is governed by the Earnin Express Deposit Agreement accessible at <https://earnin.com/evolve-bank-and-trust>.
5. By opening a Card Account, you agree to and authorize us to open and establish a non-interest bearing restricted deposit account with us that will be under our exclusive control (the “Secured Account”) and be subject to the terms and conditions of the Security Agreement (below). Your Secured Account is established at your direction for the placement of deposits you have identified to be used to serve as security or Collateral (the “Secured Funds”) for the credit we extend to you on your Card Account in the amounts and limits made available to you pursuant to the terms and conditions of this Agreement. By signing up for and opening an Earnin Card Account and opening a Secured Account with us, you are furnishing and granting us a security interest to the Secured Account to secure the Obligations (as defined under the Consumer Card Agreement at “**Your Promise to Pay**” section (below) under this Agreement. **Please see the Security Agreement (below) for more information.** As described in detail below, credit we extend to you is partially secured by the Secured Funds held in your Secured Account. If you do not pay us back for the Obligations incurred on your Card or Card Account when your payments are due, we may exercise our Security Interest and withdraw the amount you owe us from the Secured Funds held in your Secured Account.

6. You are responsible for making full payment of the Statement Balance (as defined below under Section, "**What is Your Statement Balance?**") shown on your Statement by the due date indicated on your Statement, although you may choose to pay earlier. If you have not paid by the due date, your Card Account will be considered past due and you will not be able to use your Card until you have paid any past due amounts.

PRICING INFORMATION TABLE

Payment Information

Charges are due and payable upon receipt of your Statement and must be paid no later than the Payment Due Date.

PRICING INFORMATION Pricing will vary by cardholder	
Purchase Annual Percentage Rate (APR)	0%
Cash Advance Annual Percentage Rate (APR)	0%
Monthly Membership Fee	\$0
Transaction Fees Cash Advance Foreign Transactions	\$0
Penalty Fees • Late Payment	\$0

• Returned Payment	\$0
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Note: Your Card is not eligible for balance transfers.

How Much Can You Spend?

The amount of remaining credit you have available to spend at any time, or Available Credit, is the amount you can spend without exceeding your Credit Limit. Your Credit Limit is based on (1) the funds in your Secured Account, and (2) your Streamed Earnings, with a Maximum Credit Limit of \$10,000. Note that you may have limits on the amount you can spend on Purchases or Cash Advances in a day (“Daily Credit Limit”). The Daily Credit Limit for Purchases is \$1,500 and the Daily Credit Limit for Cash Advances is \$300. Your Available Credit will decrease with any purchases, transactions, Account Fees or other fees incurred on your Card or Card Account and will generally increase when additional deposits are made to your Secured Account, when any payments and/or credits are applied to your Card Account, or as additional Streamed Earnings become available.

What is your Card Balance?

This is the current balance on your Card Account at any point in time (“Card Balance”). The Card Balance includes the sum of any settled purchases, transactions, Account Fees, Cash Advances, or other fees that are made on your Card, minus any payments. Please see the “**Payments and Making Payments**” section of the Consumer Card Agreement, below, for more details.

What is your Statement Balance?

This is the amount you owe at the end of your Billing Cycle. It is the sum of any settled purchases, fees, or Cash Advances made on your Card during the Billing Cycle minus any payments. See your Consumer Card Agreement for more details.

How are Repayments to be made?

The Statement Balance appears on your Statement (as defined below under Section “**Statements**”). You must repay the full amount of your Statement Balance by the Payment Due Date listed on your Statement.

If you elect to sign up for Autopay, funds from your Secured Account will be used to pay down any undisputed Card Balance on your Card on the 1st and 15th of each month. If any 1st or 15th date is not a Business Day, the Autopay will be processed on the next Business Day. Otherwise, you can authorize a one-time payment from your Secured Account or from another U.S. deposit account on or before each payment due date. Please see the “**Payments and Making Payments**” section of the Consumer Card Agreement, below, for more information about making payments.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights are included in this Agreement. Please see “**Your Billing Rights – Keep For Future Use**” section of the Consumer Card Agreement, below, for further details.

Are There Interest Charges Applied? There are no interest charges associated with the use of your Card or Card Account.

Consumer Card Agreement

Thank you for opening a partially secured credit card account with us. This Agreement, and any future changes to it, is your contract with us and governs your Card and Card Account.

We reserve the right to amend this Agreement at any time, by adding, deleting or changing provisions of this Agreement. When required by law, we will send you notice before doing so. We may notify you of changes on your Statement or in a separate notice. Our notice will tell you when and how the changes will take effect. If any amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit access devices as a condition of your rejection. We may replace your Card with another Card at any time.

This Agreement will continue to apply whether or not you use your Card or Card Account. It will continue to apply even after your Card Account is closed, as long as you have a Card Balance or owe us.

Card Account Documents

The following “Card Account Documents” govern your Card Account with us:

1. this Agreement;
2. all Statements;

3. any rewards program terms, conditions, and disclosures;
4. our privacy notices;
5. any Card benefits brochure which describes benefits provided by Visa, Inc. for your Card Account;
6. all disclosures and materials provided to you before or when you opened your Card Account;
7. any other documents and disclosures relating to your Card Account, including those provided online; and
8. any future changes we make to any of the above.

Please read these Card Account Documents carefully and keep them for future reference.

Card Account Information

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 a Card 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 your driver's license or other identifying documents.

We need information about you to manage your Card Account. This includes, but is not limited to:

1. your legal name;
2. a valid U.S. mailing address and residential address (if different);
3. your date of birth; you must be at least 18 years of age at the time of application;
4. your Social Security number or other government identification number;
5. your telephone number(s); and
6. your employment and income information.

You must tell us when this information changes. We may ask you for additional documents and to verify any changes to information you have provided us.

We may restrict or close your Card Account if we cannot verify your information, or if you do not provide it as requested.

Your Promise to Pay

By using your Card or your Card Account, you promise to pay us for all obligations incurred by you under this Agreement, including each extension of credit provided by us to you for

any purchase or other transactions made by you using your Earnin Card or Card Account, any Account Fees, other fees, expenses or other charges to your Card Account (the “Obligations”), pursuant to and in accordance with the terms of this Agreement, any continuing guaranty arising from the Secured Account and Security Agreement.

Credit Limits

We will inform you of the maximum amount of your Credit Limit on your Card Account from time to time. We may give you different Credit Limits for the different portions of your Card Account. For example, you may have a Daily Credit Limit for buying or leasing goods or services (“Purchases”) and a different Daily Credit Limit for obtaining a loan in cash or cash equivalents, including, but not limited to, wire transfers, travelers’ checks, money orders and foreign currency (“Cash Advances”). You are responsible for keeping track of your balances and your available credit for each transaction type (e.g., Purchases, Cash Advances, etc.). You must keep your Card Balance below each applicable Credit Limit, including any Daily Credit Limit. We may increase, decrease, restrict, or cancel your Credit Limit for any and all transaction types at any time, without notice. This will not affect your obligation to pay us. Your available credit may not be restored for up to ten (10) Business Days after we receive your payment. Our business days are Monday through Friday, excluding Federal Reserve Bank holidays (“Business Days”).

Using Your Card Account

1. We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your Credit Limit or your Card Account is not in default.
2. We will bill each transaction to the applicable transaction type of your Card Account. We will apply it against your available credit for that transaction type category.
3. You must not use, or try to use, the Card for any illegal activity. You are responsible for any charges if you do.
4. We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.
5. You may use the Card for Cash Advances and to make Purchases only for personal, family or household purposes from any person or establishment accepting the Card.

Rewards

Your Card Account may provide you with the opportunity to earn rewards. If it does, we will separately provide you with information and terms about the rewards.

Cash Advances

The Daily Credit Limit for Cash Advances is \$300. You may not use Cash Advances to pay any amount you owe us or Servicer. Purchases from a merchant that are directly convertible to cash (sometimes called “quasi-cash” transactions), such as purchases of casino gaming chips, lottery tickets, money orders, wire transfer services, travelers’ cheques, or foreign currency, are not permitted with your Card.

Using a PIN

We may give you a personal identification number (“PIN”). For security reasons, you may have to provide the PIN before you are able to use your Card. Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe the confidentiality of your PIN has been compromised for any reason, you must contact us immediately at the number provided on the back of your Card.

No Authorized Users

We will not issue an additional Card to allow any other person to access the Account. You understand that only you are permitted to use the Card or Card Account. If you permit another person to have access to the Card or Card Account, this will be treated as if you authorized such use and you will be liable for all transactions and Account Fees incurred by those persons. You are wholly responsible for the use of the Card and Account according to the terms and conditions of this Agreement.

Statements

We will make a periodic statement available to you electronically in connection with your Card Account (your “Statement”). Your Statement will include all transactions billed to your Card Account and information about payments made or owed to us for a monthly billing period (“Billing Cycle”). Each Statement shows the closing date, which is the last day of the Billing Cycle.

You agree to be a paperless Cardholder and accept all statements and disclosures, including Statements, and communications electronically. We will send you an electronic Statement at the end of each Billing Cycle, unless not required by law or the law prohibits us from doing so.

Unless you make other arrangements with us, your Statement will be delivered to you electronically, as further described in the Evolve Bank & Trust Electronic Communication Consent. We will not send you a Statement if: (1) we deem your Card Account uncollectable; or (2) for any other reason permitted by applicable law. You may request a paper copy of your Statement for no fee by calling the number on the back of your Card. We, or our Servicer, will mail any requested paper Statement to you by regular mail to your address as it appears in our records.

Disputed Transactions

You must inspect each Statement you receive and must immediately contact us about any errors or questions you have, as described in the “Billing Rights Summary” on your Statement and in this Agreement. If you do not notify us of an error, we will assume that all information on the Statement is correct. If we credit your Card Account for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction, and will also: (1) give us any information about the disputed transaction, if we ask; (2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and (3) help us get reimbursement from others.

Security and Lost or Stolen Card

You must take reasonable steps to prevent the unauthorized use of your Card and/or Card Account. For security reasons, you must, upon receipt of the Card, sign it in ink in the space provided and comply with any Card activation procedures as may be prescribed by the Bank. You must notify us immediately and assist us in our investigation if your Card is lost or stolen or you believe someone is using your Card Account or Card without your permission. You will not be responsible for transactions on your Card Account or Card that we find are unauthorized. If we reimburse you for unauthorized transactions, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request. You should contact us by either using live chat in the Earnin mobile app or calling us at 888-537-9883.

Interest Charges, Transaction Fees and Account Fees

Interest Charges

There are no Interest Charges on your Card Account.

Transaction Fees

We may, impose the following transaction fees (“Transaction Fees”) on your Card Account in certain circumstances. We will generally treat Transaction Fees the same way we treat any purchase or other transaction unless otherwise specified below. Transaction Fees apply to your Card Account only if they are disclosed to you under the Pricing Information table (above).

- **Cash Advance Fee**

Your Card Account has no Cash Advance Fee.

- **Foreign Transaction Fee**

Your Card Account has no fee for foreign transactions.

Account Fees

We may, impose the following account fees (“Account Fees”) on your Card Account in certain circumstances. We will generally treat Account Fees the same way we treat any purchase or other transaction unless otherwise specified below. Account Fees apply to your Card Account only if they are disclosed to you under the Pricing Information table (above).

- **Monthly Membership Fee**

Your Card Account has no monthly Fee.

- **Late Payment Fee**

Your Card Account has no late payment Fee.

- **Returned Payment Fee**

Your Card Account has no returned payment Fee.

Interest Charges, Transaction Fees and Account Fees are collectively referred to as the “Account Fees” throughout the Agreement. We may modify this Agreement and impose the Account Fees as described in this Agreement.

Payments and Making Payments

You must pay us the Statement Balance by the payment due date shown on your Statement (“Payment Due Date”). Charges are due and payable upon receipt of the Statement and must be paid not later than your “Payment Due Date”. Your Statement will tell you: (1) the Total Due; (2) the Payment Due Date; and (3) an explanation of when the payment must reach us for us to consider it received as of that Payment Due Date. Returns and other

credits to your Card Account will reduce your Card Balance and will be reflected on your Statement for the applicable Billing Cycle.

Your payment must be made in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept cash payments through the mail. You may not make payments with funds from your Card or any other credit account with us or any other company in the Bank organization. We can accept late payments, partial payments or payments marked “payment in full,” or any other restrictive endorsement, without losing any of our rights under this Agreement. We may refuse to accept payments made to your Card Account by someone else on your behalf. If we do accept it, you will be responsible for the payment and any cost if a financial institution rejects it.

Services may be made available to you that allow you to make faster or recurring payments, such as ACH, online or by telephone. We will describe the terms for using these services and any applicable Account Fees before you use them. You do not have to use these other payment services. We are not responsible if your financial institution rejects a payment made using our payment services.

If You authorize recurring payments to be made towards or applied to your Card Balance from your Secured Account under the terms of your Secured Account Agreement, an electronic funds transfer from your Secured Account in the amount of your Card Balance will be applied to your Card Balance on 1st and 15th of every month (“Autopay”). You can also authorize a one-time payment from your Secured Account or from another U.S. deposit account on or before each Payment Due Date. You can revoke your Autopay authorization by calling 888-537-9883 or by contacting Servicer via live chat in the Earnin Mobile App at least 3 Business Days before your next scheduled Autopay payment.

Payment Processing

We may accept and process payments without losing any of our rights. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Card Account. We may resubmit and collect returned payments electronically. If necessary, we may adjust your Card Account to correct errors, process returned and reversed payments, and handle similar issues.

We may use the information from an item to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same way we would process an Item. We will not be responsible if an Item you provide has physical features that when imaged result in it not being processed as you intended.

Credit Balances

We may reject and return any payment that creates or adds to a credit balance on your Card Account. Any credit balance we allow will not be made available until we confirm that your payment has cleared. We may without notice restrict the availability of any credit balance in our sole and absolute discretion. We may reduce the amount of any credit balance by any new Obligations. You may write to the address provided on your Statement or call the number on the back of your Card to request a refund of any available credit balance.

Account Default

We may consider your Card Account to be in default if:

1. you do not pay the Statement Balance set forth in your Statement by the Payment Due Date;
2. you file or become the subject of a bankruptcy or insolvency proceeding;
3. you are unable or unwilling to repay your Obligations, including upon death or legally declared incapacity;
4. we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us;
5. you do not comply with any term of this Agreement or any other agreement you have with us; or
6. you permanently reside outside the United States.

If you are in default, we may take certain actions with respect to your Card or Card Account. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:

1. close or suspend your Card and Card Account;
2. lower your Available Credit and Credit Limit(s);
3. demand that you immediately pay the total Card Balance owed on your Card Account; and/or
4. file a lawsuit against you or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

Communications

Unless we tell you otherwise, you can notify us by writing to our Servicer at Earnin, P.O. Box 46, Palo Alto, CA 94302, or calling our Servicer at 888-537-9883. When writing, please include your name, address, home telephone number and Card Account number.

To the extent permitted by applicable law, you authorize us and our affiliates, agents, and contractors, and anyone to whom we may sell your Card Account, to contact you to service your Card Account or for collection purposes. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that the Bank, its affiliates, agents, and contractors and anyone to whom it may sell your Card Account may: (1) contact you in any way, including mail, email, calls, and texts, including a mobile, wireless, or similar device, even if you are

charged by your provided, and using automated telephone equipment or prerecorded messages; (2) contact you at any number that you have given us or any number we have for you in our records, including your cellular or other wireless device, even if that number is a wireless, cellular, or mobile number, is converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry; and (3) contact you at any email address you provide to us or any other person or company that provides any services in connection with this Agreement. You authorize us to monitor and/or record your calls with us. You agree to notify us within five (5) Business Days after changing your email address, mailing address, or phone number.

Call Monitoring

Any calls between you and us or our Servicer may be monitored and recorded.

New Offers

In the future, we may provide you with new offers that we think may interest you. The terms of these offers may differ from the standard terms on your Card Account. This Agreement will still apply to your Card and Card Account.

Credit Reports

We do not obtain and use credit, income and other information about you from credit bureaus. We may however reevaluate your financial condition and investigate any information you provided on your Application at any time. You give us permission to obtain any information about you that we believe would be beneficial to facilitate our determination of your eligibility for the Card Account and the Card.

The Law That Applies to Your Agreement

This Agreement is entered into between you and us in the State of Tennessee, and your Card Account and this Agreement, and any claim, dispute or controversy arising from or relating to your Card Account or this Agreement, whether based in contract, tort, fraud or otherwise and regardless of the place where you live, is governed by, and construed in accordance with, the laws of the State of Tennessee, without regard to Tennessee's conflict of laws principles, and applicable federal laws and regulations. The legality, enforceability and interpretation of this Agreement and the amounts contracted for under this Agreement also are governed by Tennessee law and applicable provisions of federal law, and all amounts granted under this Agreement are extended from the State of Tennessee.

Servicer

As our Servicer, Earnin, services parts of your Card, Card Account, and Secured Account including, but not limited to, Card Account and/or Card management through the Earnin Mobile App and customer service relating to any rewards offered in connection with your Card or Card Account. In this capacity, Servicer may act on our behalf, perform our obligations or enforce our rights under this Agreement. You understand and acknowledge that we may share with Servicer any information you provide to us in connection with your Card Account, Card, Secured Account or any information we collect in connection with your Card Account, Card, or Secured Account in order for Servicer to provide you with products and/or services in connection with your Card Account, Card and/or Secured Account.

Waiver

We can delay enforcing or not enforce any of our rights under this Agreement without losing our right to enforce them in the future. For example, we may accept late payments or payments that are marked "payment in full" or with other restrictive endorsement without losing any of our rights under this Agreement. We may waive our right without notifying you. For example, we may waive your Account Fees without notifying you and without losing our right to charge them in the future.

Assignment

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not sell, assign or transfer your Card Account or this Agreement to someone else without our written permission. We may sell, assign or transfer your Card Account and this Agreement without your permission and without prior notice to you.

Any assignee or assignees will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after we notify you that we

have transferred your Card Account or this Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in another way that is reasonable.

Disclaimer of Liability

We are not responsible if anyone refuses to accept or honor your Card or Card Account, even if you have sufficient available credit. Except as required by applicable law, we will not be responsible for any claim or defense you may have against any third-party that arises out of or in connection with any transaction with your Card or Card Account or any services or goods or other property purchased or leased using your Card or Card Account. We are not responsible for any losses you incur if we do not authorize a transaction.

Termination

Subject to applicable law, we may terminate this Agreement or revoke your right to use your Card Account or Card, along with your right to make future transactions, at any time and for any reason without notice to you. You may contact us using the number on the back of your Card to close your Card Account. If we close or suspend your Card Account for any reason, you must stop using your Card. You must also cancel all billing arrangements set up on the Card Account. If we close or permanently suspend your Card Account, you must return or destroy all Cards. You must still pay us all amounts you owe on the Card Account. You must also return the Card to us or destroy it if we ask you to.

Information Given to Third Parties

We may disclose information to third parties about you, the Card Account, the Card, and the transactions you make: (i) where it is necessary or helpful for completing transactions; (ii) in order to verify the existence and condition of the Card Account or Card for a third party (e.g., a merchant); (iii) in order to comply with government agency or court orders; (iv) if you give us your consent; (v) to service providers (including Earnin) who administer the Card Account or Card or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to identify, prevent, investigate, or report possible suspicious or illegal activity; (vii) in order to issue authorizations for transactions on the Card Account or Card; and (viii) as permitted by Evolve Bank & Trust's Privacy Policy. Please see [Evolve Bank & Trust's Privacy Policy](#) for further details. We can also disclose information that is not personally identifiable for other purposes.

Arbitration

This Section sets forth the circumstances and procedures under which Claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party.

1. Definitions: As used in this Arbitration Section, the term “Claim” means any claim, dispute or controversy between you and Bank, Servicer or any of their agents or retailers, arising from or relating to the Card or this Agreement and the Security Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Section or the Agreement. “Claim” includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term “Claim” is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, Card Account or Secured Account (as defined in the Security Agreement); (ii) advertisements, promotions or oral or written statements related to the Card, Card Account or Secured Account or goods or services purchased with the Cards; (iii) the benefits and services related to the Card, Card Account or Secured Account; and (iv) your enrollment for any Card, Card Account or Secured Account. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any appeals from that court shall be pursued only in arbitration. As used in this Arbitration Section, the terms “we” and “us” shall for all purposes mean the Bank and Servicer, and their respective affiliates, licensees, predecessors, successors, and assigns, and all of their respective agents, employees, directors and representatives. In addition, “we” or “us” shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Section, the terms “you” or “your” shall mean all persons or entities that have access to or use a Card or Card Account, including but not limited to all persons or entities contractually obligated under any of the Agreements.
2. Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Section and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services (“JAMS”) or the American Arbitration Association (“AAA”), as selected by the party electing to use arbitration. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows:

(i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

3. Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR SHALL NOT CONDUCT A CLASS ARBITRATION OR A JOINT ARBITRATION, EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.
4. Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.
5. Location of Arbitration/Payment of Arbitration Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.
6. Arbitration Procedures: This Arbitration Section is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Section shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall

provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

7. Survival: This Arbitration Section shall survive termination of your Card, Card Account or Security Account as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Section is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Section, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

Security Interest

The credit extended by us under the terms of this Agreement is secured by the Collateral as described in the Security Agreement. Without limitation of our rights under this Agreement or the Security Agreement, you agree that we have the right to apply any of your available Secured Funds held in your Secured Account to the Card Balance in the event you fail to make a payment when due, or you otherwise default on any of your obligations and duties under the terms of this Agreement.

One Agreement

This Agreement, including the Consumer Card Agreement, the Pricing Information table, and any Card Account Documents, together, form a single agreement and are meant to be read together. Please keep each of these documents with your records for your Card Account.

Your Billing Rights – Keep For Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find a Mistake on Your Statement: If you think there is an error on your statement, contact us by writing to our Servicer at:

Earnin

P.O. Box 46

Palo Alto, CA 94302

You may also contact our Servicer by phone at 888-537-9883. In your letter, give us the following information: (1) account information: your name and Card Account number; (2) dollar amount: the dollar amount of the suspected error; and (3) description of the problem: if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement, and at least three (3) Business Days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You may notify us of any potential errors in writing or by calling us. You may still be required to pay the amount(s) in question if the Bank determines the transaction is not an error. If you believe fraud has occurred on your Account, please call us as soon as possible at 888-537-9883.

What Will Happen After We Receive Your Letter: When we receive your letter, within 30 days of receiving your letter, we will tell you that we received your letter. We will also tell you if we have already corrected the error. While we investigate whether or not there has been an error, the following are true: (1) we cannot try to collect the amount in question or report you as delinquent on that amount. The charge in question may remain on your statement. But, if we determine that we made a mistake, you will not have to pay the amount in question or other fees related to that amount; (2) while you do not have to pay the amount in question until we send you a notice about the outcome of our investigation, you are responsible for the remainder of your balance; and (3) we can apply any unpaid amount against your Credit Limit. Within 90 days of receipt of your letter, we will send you a written notice explaining either that we corrected the error (to appear on your next Statement) or the reasons we believe the bill is correct. If we do not believe there was a mistake, you will have to pay the amount in question, along with applicable fees. We will send you a Statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of

anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question, even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Card Purchase: If you are dissatisfied with the goods or services that you have purchased with your Card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true: (1) you must have used your Card for the purchase (purchases made with a Cash Advance or with a check that accesses your Card Account do not qualify); and (2) you must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us by writing to our Servicer at:

Earnin

P.O. Box 46

Palo Alto, CA 94302

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe us an amount and you do not pay, we may report you as delinquent.

State Notices

Wisconsin Residents: Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.

New York and Vermont Residents: We may obtain at any time your credit reports, for any legitimate purpose associated with the Card Account or the application or request for a Card Account, including but not limited to reviewing, modifying, renewing and collecting on your Card Account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees and grace periods. New York State Department of Financial Services – (800) 342-3736 or <https://www.dfs.ny.gov/>.

New Jersey Residents: Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

Missouri, Nebraska and Washington Residents: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

Massachusetts Residents: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

South Dakota Residents: If there are any improprieties in making the loan or loan practices, please contact SD Division of Banking 1714 Lincoln Ave., Suite 2 Pierre, SD 57501 (605) 773-3421.

Security Agreement

- 1. General.** This Security Agreement relates to your Earnin Card and Card Account you have with Evolve Bank & Trust. The terms of this Security Agreement are incorporated by reference into the Agreement as if set forth there in full. If any conflict exists between this Security Agreement and the Agreement, then the Agreement shall govern. Any defined terms not defined under this Security Agreement shall have the meaning prescribed to them under the Agreement.
- 2. Secured Account.** In consideration of and as a condition to our opening and permitting you to use the Card Account and for other good and valuable consideration, you are arranging for certain of your funds (“Secured Funds”) to serve as security for your Card Account by providing the authorization in paragraph 5. You authorize us to open an account at Bank in your name and under our exclusive control (the “Secured Account”). The Secured Account and the Secured Funds shall be under the Bank’s exclusive control. No portion of the Secured Funds may be withdrawn from the Secured Account without our prior express approval and may not be used to secure other loans. Pursuant to the terms of this Security Agreement you agree that you are irrevocably and unconditionally conveying all of your possession and control over the Secured Account and Secured Funds to us.
- 3. Your Grant of Security Interest.** By signing and/or submitting the Application for an Earnin Card and Card Account, You hereby furnish, grant, pledge and assign to us a first priority security interest in all of your right, title and interest in the Secured Account, any and all Secured Funds, and any and all rights to receive payment in respect of the Secured Account and/or the Secured Funds, in all cases whether now existing or hereafter arising,

including all proceeds of and additions to any and all of the foregoing (collectively, the “Collateral”), as security for the prompt payment and performance of all your Obligations arising under the Agreement or otherwise pursuant to your Card Account, whether now existing or hereafter arising (including, without limitation, your obligation to make payments to us, when due, for every transaction made with your Earnin Card by you or any other person that you permit to use your Earnin Card)(this interest, the “Security Interest”).

4. Our Right to Exercise the Security Interest. You agree to take any action we request to perfect or protect our first priority Security Interest in the Collateral. You waive the benefit of any homestead or other exemptions in the Collateral. The Security Interest will be governed by Uniform Commercial Code – Article 9 (as adopted by the state of Tennessee) whether Article 9 applies by its terms or not. If you are in default under the Agreement or with respect to your Card Account, you authorize us at any time, and without notice, to withdraw all or any portion of the Secured Funds from the Secured Account and apply them to reduce your Obligations, and you further acknowledge and agree that, in addition to all other rights and remedies provided for herein, we shall have the right to exercise in respect of the Collateral all the rights and remedies of a secured party upon default under any applicable law and without the requirement of notice to you (which notice is hereby expressly waived to the maximum extent permitted by applicable law). Any such application of Secured Funds will not waive or reduce any other amounts due under the Agreement or in respect of the Card Account. You will continue to be responsible for making payments as required under the Agreement and for repaying any outstanding Obligations. Our rights under this Security Agreement are in addition to any others we have under the Agreement, and applicable law, rule or regulation. We do not have to give you any prior notice to apply the Secured Funds in the Secured Account or other Collateral or its proceeds to satisfy your Obligations. You expressly agree that our rights under this Security Agreement extend to any electronically deposited federal or state benefit payments (including Social Security benefits) to the extent permitted by law. If you do not want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits. In addition, you grant us a right of setoff to the Secured Account as additional security for the Obligations. This right of setoff does not apply to the Secured Account if prohibited by law. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff or Security Interest. If any part of the Security Agreement is invalid, the rest of the Security Agreement will remain in effect.

5. Return of Secured Funds. If we determine that you qualify for return of any Secured Funds from the Secured Account, we will return these Secured Funds to your Earnin Express Account or by any other method we deem sufficient. If your Card Account is closed, we will return any excess Secured Funds that remain in the Secured Account after repayment of all Obligations. We generally return these excess Secured Funds within 10 days after the end of the second Billing Cycle following the time that Secured Funds are initially applied to reduce your Obligations. If we mail a check to you, we will mail it to your mailing address on file with us for the Card Account. In the event of your death, we will not release Secured

Funds on deposit unless all Obligations have been repaid and all legal documents we require are delivered to us.

6. **Right of Withdrawal.** You authorize us to limit your ability to withdraw or transfer all or part of the funds in your Secured Account. We will have the right to withdraw funds owed and unpaid by you on your Card Account from the Secured Account as permitted under this Security Agreement.
7. **Legal Proceedings.** You represent that (a) there are no current lawsuits or bankruptcy proceedings that might affect our interest in your Secured Account; and (b) you have not and will not attempt to transfer any interest in your Secured Account or your Secured Funds to any other person or offer your Secured Account or Secured Funds as collateral or security for any other obligation. If any person seeks to attach your Secured Account or Secured Funds, for example by legal garnishment, you agree that we may deem all amounts you owe us, including any unpaid Statement Balance, immediately payable and apply the funds in your Secured Account as payment of those amounts. If we must hire an attorney to defend or enforce our rights under this section, you will pay our reasonable attorneys' fees and court costs, unless prohibited by law. This Security Agreement is part of the Agreement. The other terms of the Agreement apply to this Security Agreement, and any disputes regarding the terms of this Security Agreement are subject to Arbitration set forth in the Agreement. The terms of this Security Agreement shall survive and continue to apply to the Secured Account following closure of the Card Account or the Secured Account, and shall be binding on you even if you cancel your Card or Card Account or do not accept the Agreement as permitted in the Agreement. If any part of the Security Agreement is invalid, the rest of the Security Agreement will remain in effect.
8. **No Interest.** No interest will be paid on funds in your Secured Account. If we do pay interest in the future, we will add the interest to the Secured Account.
9. **Statement.** You will get a periodic Secured Account statement as part of your Statement.
10. **Electronic Fund Transfers.** If we do not complete a transfer to or from your Secured Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, we will not be liable if the error is a result of circumstances beyond our control (such as fire or flood), despite reasonable precautions that we have taken. Contact us by calling our Servicer at 888-537-9883 or in writing at Earnin, P.O. Box 46, Palo Alto, CA 94302 as soon as you can, if you think, with respect to your Security Account, your Statement is wrong or if you need more information about a transfer listed on the Statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. (1) Tell us your name and account number (if any). (2) Describe the error or the 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. (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 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 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account. For errors involving new accounts, we may take up to 90 days to investigate your complaint or question and we may take up to 20 Business Days to credit your account for the amount you think is in error. We will tell you the results within three Business Days after completing our 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. For information about your billing rights for errors on your Earnin Card, please see the “**Your Billing Rights – Keep For Future Use**” section in the Agreement.

11. **Confidentiality.** We will disclose information about your Secured Account or any transfers made pursuant to this Security Agreement or that you make to third parties, including the Servicer: (a) where it is necessary for enforcing this Security Agreement, or (b) where it is necessary for completing a transfer, or (c) in order to verify the existence and condition of your Secured Account for a third party, or (d) in order to comply with government agency or court orders, or (e) if you give us your written permission, or (f) as permitted by the privacy notice we have provided to you.
12. **Interpretation.** Capitalized terms not otherwise defined in the Security Agreement shall have the meanings assigned to them in the Agreement.