The Gemini Mastercard® Business Credit Card
Cardholder Agreement

Important information About This Program and Agreement

The Gemini Mastercard® Business Credit Card is issued by WebBank and serviced by Gemini Constellation, LLC. This Agreement ("Agreement") governs the Account and all Cards issued to you or your authorized users ***for business purposes***. By applying for, accepting, or using the Card, you agree to the terms of this Agreement. All Cards are deemed issued to you, and you are fully responsible for all obligations incurred to the Account. This Account is intended solely for bona fide business or commercial purposes, not for personal, family, or household use. Please read this Agreement carefully and keep a copy for your records.

Pricing Supplement (Business Accounts):

Interest Rates and Interest Charges	
Annual Percentage Rate ("APR") for Purchases	**18.49 to 34.49%** when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate.[1]
APR for Cash Advances	**29.49%** This APR will vary with the market based on the Prime Rate.[2]
Penalty APR and When it Applies	**33.49%**. This APR will vary with the market based on the Prime Rate.[3] This APR may be applied to your Account if you: ● Make late payments in two consecutive months; ● Make late payments in two non-consecutive months in any six-month period; or ● Make a payment that is returned. **How Long Will the Penalty APR Apply?** If your APRs are increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.[4]
Paying Interest	Your payment is due at least 25 days after the close of each monthly billing cycle ("Payment Due Date"). We will not charge you any interest on purchases if you pay your entire balance by the Payment Due Date each month. We begin charging interest on cash advances on the transaction date.

Fees	
Transaction Fees	
Cash Advance	Either **$10** or **3%** of the amount of each cash advance, whichever is greater.
Foreign Transaction	None.
Penalty Fees	
Late Payment	Up to **$25**.
Returned Payment	Up to **$35**.
Other Fees	
Card Replacement Fee	One free card replacement per 12-month period; **$35** for each additional replacement in the same 12-month period.

How We Will Calculate Your Balance: We use a method called "average daily balance (including new transactions)." See the Interest Charges section of the Agreement for more detail.

Prime Rate: The Variable APR on your Account will be determined each billing cycle by adding a margin to the U.S. Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* on or about the 25th day of each month (or the next day the WSJ publishes if not available on the 25th). Any change in the Prime Rate will apply beginning with the next billing cycle. As of December 26, 2025, the Prime Rate is 6.75%.

[1] We add rates ranging from 11.74% to 27.74% to the Prime Rate to determine the Purchase APR.

[2] We add 22.74% to the Prime Rate to determine the Cash Advance APR.

[3] We add 26.74% to the Prime Rate to calculate the Penalty APR. Maximum APR 35.99%.

[4] If you have a $0 payment due during any of the six consecutive months, it will still count toward the six consecutive months.

CARDHOLDER AGREEMENT

This Gemini Mastercard® Credit Card Cardholder Agreement (the "Agreement') and the Pricing Supplement (Business Accounts) (the “Pricing Supplement”) governs your Gemini Mastercard® Business Credit Card account (“Account”) and related credit card(s) (each, a “Card”) issued by WebBank, a Utah state-chartered bank located in Salt Lake City, Utah (the “Bank”). This Agreement also incorporates the Arbitration Clause attached as Exhibit A , the State Notices attached as Exhibit B, your credit card application, and, as applicable, and the Privacy Policy.

In this Agreement, the words “we,” “us,” and “our” mean the Bank, its successors, and assigns, and, for purposes of the Arbitration Clause, the Gemini-Related Parties and others identified in the Arbitration Clause. The words “you,” “your,” “yours” and “Cardholder” mean the Business that applied for, received, and accepted the Account, and any Guarantor (as defined below). Gemini Constellation, LLC (“Gemini Constellation”) is the servicer of your Account. “Business” shall mean the legal entity (such as a corporation, limited liability company, partnership, sole proprietorship, or other legal form) identified and executing the Agreement. In that capacity, Gemini Constellation is a third party service provider to us, and may act on our behalf, including but not limited to receiving payments due subject to this Agreement, and perform our obligations or enforce our rights under this Agreement.

EXHIBIT A TO THE AGREEMENT IS AN ARBITRATION CLAUSE (THE “ARBITRATION CLAUSE”). UNLESS YOU ARE A “COVERED BORROWER” PROTECTED BY THE MILITARY LENDING ACT OR UNLESS YOU PROMPTLY REJECT THE ARBITRATION CLAUSE THROUGH THE METHOD NOTED IN EXHIBIT A, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO A JURY TRIAL AND TO BRING OR PARTICIPATE IN A CLASS PROCEEDING.

1. Accepting this Agreement

This Agreement becomes effective and legally binding when you receive your Card, which may be your digital Card via https://creditcard.exchange.gemini.com/ (“Gemini Website”), Gemini mobile application (“Gemini Mobile”), or as a physical Card. By accepting, or using the Card or Account, you agree to be bound by this Agreement in full. Please review it carefully and retain a copy for your records.

You should retain and carefully review this entire Agreement. By completing your application for the Account (and unless you promptly reject the arbitration clause or are a “covered borrower” protected by the Military Lending Act), you agree to the Arbitration Clause even if you do not use the Account or the Card. Maintaining a Gemini Exchange account in good standing is required to open and continue to use this credit card. If your Gemini account is not in good standing, you may be in default under this Agreement.

2. Use of the Card and Account

You may use the Card only for **business or commercial purposes** from any merchant or establishment accepting the Card, to obtain cash advances from us, or to access cash or cash equivalents (each such transaction, a "Cash Advance"). Personal, family, or household use of the Card is strictly prohibited.

Purchases and Cash Advances. You may use the Card to make purchases or obtain Cash Advances for business needs. Cash Advances include: (a) using any convenience check we provide; (b) obtaining funds through an automated teller machine (ATM) or a financial institution; (c) purchasing a wire transfer, money order, foreign currency, traveler's checks, stored value load, or other item treated as cash equivalent; or (d) engaging in any similar transaction.

Approval of Transactions. We decide whether to approve transactions based on your Account history, your payment record, your credit profile, and other information available to us. If your Account has a Spending Limit, we may decline charges that exceed it. We may also decline charges for any reason, even if you are below your limit. If we approve a charge that causes you to exceed your limit, you are still responsible for paying the full balance.

Optional Security Features. Gemini may offer you the ability to add optional security features (such as a two-factor authentication chip) to your Card. These features are not part of the Card as issued by WebBank, and WebBank is not liable in connection with them. Such features may be subject to separate terms and conditions provided by Gemini.

3. Prohibited Uses of Account

You agree to use the Card and Account only for legal and **lawful business purposes**. Neither the Card nor the Account may be used for:

a. any illegal purpose;
b. domestic or international gambling purposes, whether online or otherwise;
c. any purpose in any country or territory that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), or with any person or entity subject to such sanctions;
d. for the purpose of paying us on this or any other form of credit account you may have with us,
e. for the purpose of funding your Gemini account or wallet directly or indirectly,
f. for the purchase of cryptocurrencies, or
g. any personal, family, or household purpose.

If you use the Card or Account for any prohibited purpose, you will be in default under this Agreement. We may block such transactions and/or suspend or close your Account, but you remain liable for all charges posted to the Account, including those related to prohibited transactions.

4. Promise to Pay

You promise to pay us for all amounts charged to the Account, including all purchases, advances, interest, fees and charges (including Rewards Charges) charged to your Account. If you incur a rewards-related charge as set forth in the Gemini Credit Card Crypto Rewards Program Terms and Conditions, this will be considered a "Rewards Charge".

To the fullest extent permitted by applicable law:

- You are responsible for all transactions made with your Card, including those by any Authorized User or anyone they allow to use the Card, even if such use exceeds the authority you gave, to the fullest extent permitted by law.
- The Business and each Guarantor are **jointly and severally liable** for all obligations under this Agreement.
- All amounts are payable in U.S. dollars, in accordance with your monthly Statement and this Agreement.

PERSONAL GUARANTY

Personal Guaranty

If the Business is a single-member limited liability company ("SMLLC") or if we otherwise require it as a condition of opening or continuing to maintain the Account (which will be communicated to you in writing), the individual who submits the application on behalf of the Business (the "Guarantor") agrees to be personally liable for the full and prompt payment and performance of all obligations arising under this Agreement, including all charges, fees, interest and amounts owed by the Business, whether arising now or in the future (the "Guaranteed Obligations").

The Guarantor's liability pertains to all existing and future extensions of credit on the Account, including charges made by authorized users and is **joint and several** with the Business. The Guarantor waives any right to require us to first proceed against the Business. We are not required to notify the Guarantor of the Business's default, any changes to the Account or activity, any increases or decreases to the Credit Limit, or any other action we may take with respect to the Account.

This personal Guaranty remains in effect until all Guaranteed Obligations have been paid and satisfied in full and the Account is closed, even if the Business reorganizes, dissolves, or changes its ownership structure. This Guaranty shall remain enforceable after termination of the Guarantor's relationship with the Business, death, resignation, sale of ownership interest, or revocation of authority, none of which will not relieve the Guarantor of liability for any Guaranteed Obligations incurred prior to our receipt of written notice and our written confirmation of release (which we may grant or withhold in our sole discretion).

To the fullest extent permitted by applicable law, the Guarantor (who shall be subject to the Arbitration Clause in Exhibit A) also agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred in enforcing this Guaranty. Any notices to the Guarantor shall be sent to the address provided in the Account application unless the Guarantor notifies us of an updated address in writing.

5. Credit Limit; Available Credit

a. With respect to Cash Advances, your "**Credit Limit**" is the maximum amount of credit that can be accessed using your Account. We have disclosed the initial Credit Limit for your Account in your approval email and in the Pricing Supplement. We will disclose your then-current Credit Limit and amount of credit available to you ("Available Credit") on each monthly statement. We may increase or decrease your Credit Limit at any time, on our own initiative or at your request (if we elect to approve such request). We will provide any notice required by applicable law if we take any adverse action on your Account.

b. Notwithstanding anything to the contrary above, however, we may limit the amount of Available Credit that you may use until you activate and transact with the physical Card we send to you. This means that if you use your virtual card before you receive, activate and use your physical Card, the Available Credit at account opening may be less than your Credit Limit and you will only gain access to the full Credit Limit after you activate and use your physical card. We will disclose any temporary credit-access limits in your approval communication; the full Credit Limit becomes available after first use of the physical Card. Thus, the Available Credit disclosed to you on each monthly statement may be more than we will permit you to access until you use your physical Card.

c. At any time, except as noted in the Cash Advance Limit section below and in the next sentence, your Available Credit equals the excess (if any) of your Credit Limit over the outstanding balance associated with your Account (including principal, and interest charges) (the "Account Balance"). **However, if you pay all or any part of your Account Balance before the end of your billing cycle, such payment may not replenish your Available Credit until the later of the first day of your next billing cycle and the day we determine that the payment has been made with sufficient funds.** You agree not to attempt any transaction using your Card that would exceed your Available Credit. For purposes of determining your Available Credit, we do not give effect to any payment prior to the time we determine that the payment has been made with sufficient funds. Depending on your payment method, this may take up to seven (7) Business Days. We may also undo the effect of any payment if your financial institution subsequently reverses the payment. We are not required to approve any Card transaction if the amount of the transaction exceeds your Available Credit, but we may authorize and pay any such transaction in our absolute discretion. If we permit a transaction that causes an over-limit condition, it does not mean that we will do so again in the future. Whenever the outstanding balance of the Account exceeds your Credit Limit,

you agree to pay us the difference on demand unless and to the extent that we have reduced your Credit Limit below your pre-existing balance prior to the reduction.

d. We may, periodically, evaluate your Account to assess whether your Account is eligible for an increase in Credit Limit based on certain factors, which could include but are not limited to: (i) your history of on-time payments; (ii) whether the Account is currently over, or has previously exceeded, its Credit Limit; (iii) whether or not the Account is currently subject to, or has previously been subject to, any restrictions on charging privileges; and (iv) whether or not the Account has been closed or you have filed for bankruptcy. If, as part of a reevaluation of creditworthiness, we increase your Credit Limit, the requirement for a guarantor may be added, removed, or modified in accordance with applicable law.

6. Cash Advance Limit

Your Account is subject to a Cash Advance limit equal to 10% of your total Credit Limit ("Cash Advance Limit"). This means we will not honor Cash Advance transactions that would cause the total amount of outstanding and unpaid Cash Advances to exceed 10% of your Credit Limit at that time. The amount of this Cash Advance Limit will remain the same during your billing cycle, even if you make payment toward your Cash Advance prior to the end of your billing cycle. Additionally, you may not make Cash Advance transactions that exceed $1,000 on any given day.

7. Monthly Statements

We will generate a monthly statement electronically shortly after the end of each monthly billing cycle with any activity, fee or interest charge or an ending debit or credit balance in excess of $1.00, or as otherwise required by applicable law. However, we are not obligated to send you a monthly statement if we deem your Account to be uncollectible or applicable law does not require us to send you a monthly statement for other reasons. Your monthly statements will show: the outstanding balance at the start and end of the billing cycle (the "Previous Balance" and "Statement Balance," respectively); purchases; payments, credits and adjustments; interest charges and fees; your Credit Limit and Available Credit; the Minimum Payment Due and Payment Due Date; and any other information required by law or that we deem appropriate.

8. Commercial Billing Inquiry Process

Because this is a business-purpose Account, the federal Fair Credit Billing Act does not apply. If you believe there is an error on your Statement, you must notify us in writing within 60 days of the first Statement on which the error appeared. Your notice must include: (i) your name and Account number; (ii) the dollar amount and date of the suspected error; (iii) the merchant name; and (iv) a description of the problem. Send notices to the address for billing inquiries shown on your Statement. We may request supporting documentation. We will investigate and

advise you of the outcome. During the investigation, you must continue to pay all undisputed amounts.

9. Interest Charges

a. General. We use the average daily balance ("ADB") method (including new transactions) to calculate your interest charges. We calculate the interest charge for each type of balance on your Account by applying the Daily Periodic Rate (as defined below) to the ADB. Then we multiply this amount by the number of days in the billing cycle.

   Interest charge = Daily Periodic Rate x ADB x number of days in the billing cycle.

   The ADBs for purchases and Cash Advances are calculated separately, starting with the beginning balance on the first day of each billing cycle. The beginning balance on the first day of the billing cycle is the prior billing cycle's ending balance, which includes any applicable unpaid fees posted to your Account in the prior billing cycle.

   To get the ADB for each type of balance, we take the beginning balance each day and add any new transactions. Then, we subtract any payments or credits credited toward the principal of that type of balance, as well as all fees and unpaid interest, and any Rewards Charges. This gives us the daily balance. Transactions subject to a grace period are not added to the daily balances. Any daily balance that is less than zero will be treated as zero. Then, we add up all the daily balances for the billing cycle. We divide this amount by the number of days in the billing cycle. This gives us the ADB.

   ADB = sum of daily balances ÷ number of days in the billing cycle.

b. Grace Period for Purchases.

   i. Initial Grace Period for Purchases included in the Statement Balance: Your Account starts with a grace period for purchases included in the Statement Balance. You can retain this grace period for purchases included in the Statement Balance by always paying your Statement Balance in full by its corresponding Payment Due Date.

   ii. Losing the Grace Period for Purchases included in the Statement Balance: Your Account will lose the grace period for purchases included in the Statement Balance if you pay less than the full amount of the Statement Balance by its corresponding Payment Due Date. You will not pay interest on the portion of purchases in the Statement Balance that you paid during the month in which you lose your grace period.

   iii. Regaining the Grace Period for Purchases included on the Statement Balance: If your Account has lost its grace period for purchases included in the Statement Balance, you can regain it after you have paid the Statement Balance in full by its corresponding Payment Due Date for two billing cycles. You will then only maintain the grace period for

purchases included in the Statement Balance in the following and each and every subsequent month by paying the Statement Balance in full by its corresponding Payment Due Date.

c. Interest Rates.

i. The Daily Periodic Rate for each type of balance equals the applicable APR for that balance on that day divided by 365 (or 366 in leap years), truncated at the 10th decimal place (such balance's "Daily Periodic Rate").

ii. The APR each billing cycle equals the (i) sum of the margin shown in the Pricing Supplement and the WSJ Prime Rate, as published in the "Money Rates" section of The Wall Street Journal on or about the 25th day of each month (or the next business day if not published that day) (the "Determination Date"). Accordingly, the APR (and Daily Periodic Rate) may vary. The "WSJ Prime Rate" is the highest U.S. Prime Rate as published in the "Money Rates" section of the WSJ on the Determination Date (or if the WSJ does not publish such rate on such day, the latest prior day it does publish such rate). (If the WSJ stops publishing the U.S. Prime Rate in its "Money Rates" section, then we may substitute another index and margin, at our sole discretion, subject to applicable law.) Notwithstanding the foregoing, the APR and Daily Periodic Rate will never exceed the maximum rates set forth in the Pricing Supplement, if any, or permitted by applicable law.

iii. Unless you qualify for a grace period (see subsection (b) above), if and when the APR increases, more interest charges will accrue. Assuming equal rates of spending, this will result in higher and/or more payments if you pay the Minimum Payment Due each month. Unless you qualify for a grace period, if and when the APR decreases, less interest charges will accrue. Assuming equal rates of spending, this will result in lower and/or fewer payments if you pay the Minimum Payment Due each month.

d. Interest Accrual Periods. We charge interest charges over the following periods:

i. We will begin charging interest on each Cash Advance on the transaction date of such Cash Advance. You cannot avoid interest on Cash Advances by paying the Statement Balance in full by the Payment Due Date.

ii. If you get a grace period for purchases in the billing cycle in which the purchase is posted to the Account (the "Purchase Cycle") and for the next billing cycle (the "Next Cycle"), we charge no interest on purchases at all.

iii. If you get a grace period for the Purchase Cycle but not for the Next Cycle, we charge interest charges from the first day of the Next Cycle through the earlier of: (1) the day the purchase is repaid in full; or (2) the day before the beginning of the first billing cycle

that comes after the Next Cycle and for which you get a grace period (the "Interest End Date").

iv. If you do not get a grace period for the Purchase Cycle, we charge interest charges from the day the purchase is posted to the Account through the Interest End Date.

e. Minimum Interest Charge. If you are charged interest in a billing cycle, the charge will be no less than $0.50 on purchases and Cash Advances.

f. Limits on Interest and Charges**.** It is not our intent to charge or collect any interest or other amounts in excess of the amount permitted by applicable law. If any interest charge, fee or other amount is finally determined to be in excess of the amount permitted by applicable law, we will credit the excess amount against the outstanding balance in your Account or refund it to you.

10. Fees

We will charge the following fees, subject to applicable law:

a. Annual Fee. None.

b. Late Payment Fee. If we do not receive the Minimum Payment Due on your Account by the Payment Due Date (a "Late Payment"), we will charge a Late Payment Fee of $25 for the first occurrence and each subsequent Late Payment (the "Late Payment Fee"). However: (a) the Late Payment Fee will not exceed the Minimum Payment Due immediately prior to the assessment of the fee; and (b) we will not charge you more than a single Late Payment Fee with respect to the same minimum Payment Due. We reserve the right to not assess a Late Payment Fee on certain Accounts as we deem appropriate.

c. Returned Payment Fee. We will charge you a Returned Payment Fee if any payment on your Account is returned for any reason. The fee for your first returned payment will be $25, and if you have a second returned payment within the next six (6) billing cycles, the fee for your second (and each subsequent) returned payment will be $35 (the "Returned Payment Fee"). However: (a) the Returned Payment Fee will not exceed the Minimum Payment Due immediately prior to assessment of the Fee and will not exceed the amount of the returned payment; and (b) we will not charge you more than a single Returned Payment Fee with respect to the same Minimum Payment Due.

d. Cash Advance Fee. For each Cash Advance, we will charge a fee of either $10 or 3% of the amount of the Cash Advance, whichever is greater. The Cash Advance Fee is not treated as a transaction and will not be added to your Cash Advance balance.

e. **Card Replacement Fee.** You are eligible for one free Card replacement in any 12-month period. Each additional replacement in the same 12-month period will incur a $35 Card

Replacement Fee. Replacement cards issued due to loss, theft, or damage are included in the free replacement allowance. For example, if you request a Card replacement more than once in a 12-month period, the $35 Card Replacement Fee will apply to the second (and, as applicable, each subsequent) replacement requested in that 12-month period.

11. Payments

a. Each month, you must pay at least the Minimum Payment Due shown on your monthly statement by the "cut-off time" on the Payment Due Date shown on your monthly statement. The Payment Due Date will be at least 25 days after the date of the monthly statement and will typically be on the same day of each calendar month. However, if the Payment Due Date falls on a day we do not receive mail, including weekends or federal holidays (a "Non-Business Day"), we will not treat your payment as late for any purpose if we receive it by the cut-off time on the next day we receive mail (a "Business Day"). The "cut-off time" is 5:00 p.m. Eastern Time for payments made online through the Gemini Website or Gemini Mobile or over the phone.

b. For each billing cycle (the "Statement Cycle"), your Minimum Payment Due will be calculated as follows::

   i. If the Statement Balance is less than $25.00: The Minimum Payment Due equals the Statement Balance.
   ii. If the Statement Balance is $25.00 or more: The Minimum Payment Due equals the greater of:
      1. $25.00; or
      2. The sum of:
         a. 2.5% of the Statement Balance (excluding interest charges, fees, and Rewards Charges);
         b. all interest charges and fees for the Statement Cycle; and
         c. all Rewards Charges.
   iii. After calculating (i) or (ii), any Past Minimum Due will be added to that amount. For purposes of this Agreement, "Past Minimum Due" means the Minimum Payment Due from any prior Statement Cycle that remains unpaid. Any portion of your balance that exceeds your credit limit will also be added to your Minimum Payment Due. The Minimum Payment Due may be rounded up to the next whole dollar if your balance exceeds the Minimum Payment Due.

You agree to make all payments in U.S. dollars, unless otherwise stipulated by the Bank, from an account in the name of the Business or Legal Name in accordance with our instructions online on the Gemini Website or Gemini Mobile, by phone drawn on a financial institution located in the United States. Cash payments, payments by other credit cards, and automated clearing house authorizations should not be sent by mail and will not be accepted. Delayed crediting may cause you to incur additional interest charges, subject to applicable law.

c. Subject to applicable law, we may apply payments and other credits to your Account in any manner we choose at our sole discretion. We will usually apply the Minimum Payment Due first to interest charges, fees, and any Rewards Charges, and then to balances. Although your Minimum Payment Due will be applied in any order at our discretion, payments in excess of the Minimum Payment Due will be applied to balances with the highest APR first and then to lower rate balances in descending order of APR. This means that balances with higher APRs are reduced before balances with lower APRs for any amount of your payment that is in excess of your Minimum Payment Due.

d. All credits for payments to your Card are subject to final payment by the institution on which the payment item was drawn. Depending upon the type of payment you make, this may take up to seven (7) Business Days after we receive a payment.

e. You agree not to send us payments marked "paid in full," "without recourse" or with similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement, including our right to collect the full amount owed by you. All written communications concerning disputed amounts, including any payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to the Notice Address (as defined in Notice Section below), Attn: Disputed Payments.

12. Suspension or Termination

Subject to applicable law and the limitations further described in the State Notices set forth in Exhibit B, we may suspend, revoke, close or cancel your Account privileges, your right to use the Card or deny any transaction, in our sole discretion at any time, with or without cause and with or without giving you notice. Any termination of credit privileges, whether initiated by us or by you, will not affect any of our rights or your obligations under this Agreement, including your obligation to repay any amounts you owe us according to the terms of this Agreement. On our demand or upon termination of credit privileges, you agree to surrender to us or destroy the Card. If you attempt to use the Card after the termination of credit privileges (whether or not we have provided notice of such termination), the Card may be retained by a merchant, ATM or financial institution where you attempt to use the Card.

13. Events of Default

Subject to applicable law, we may consider your Account in default under this Agreement at any time if: (a) you fail to pay at least the Minimum Payment Due on or before the Payment Due Date; (b) you attempt to or do exceed your Credit Limit; (c) you make a payment that is dishonored or reversed; (d) your Gemini account is no longer in good standing, as required under the "Accepting this Agreement" section, including as a result of you not being in full

compliance with the terms of the Gemini User Agreement; (e) you die or are declared legally or mentally incompetent; (f) a petition is filed or other proceeding is commenced by or against you under the Federal Bankruptcy Code or any other federal or state insolvency laws; (g) you become insolvent or unable to pay your debts; (h) you provide us with any false or misleading information; (i) you breach any term under this Agreement; (j) we have any reason to believe you are unwilling or unable to pay your debts; or (k) an Authorized User breaches any term of this Agreement.

14. Remedies

In the event of your default under this Agreement, we may, subject to applicable law (including any applicable notice requirement): (a) declare all or any portion of your Account Balance to be immediately due and payable; (b) instead allow you to repay your Account Balance by paying the Minimum Payment Due each billing cycle, without waiving any rights under subsection (a); (c) terminate or suspend your Account and/or your ability to make additional transactions using the Account; (d) reduce your Credit Limit; and/or (e) commence a collection action against you and charge you for any court costs and/or any reasonable attorneys' fees and costs we are charged in connection with such action by any attorney who is not our salaried employee. After a default, interest charges will continue to accrue until your total Account Balance, including accrued interest charges, is paid in full, subject to applicable law.

15. Delay in Enforcement

We may at any time and in our sole discretion delay or waive enforcing any of our rights or remedies under this Agreement or under applicable law without losing or otherwise forfeiting any of those or any other rights or remedies. As a result, even if we do not enforce our rights or remedies at any one time, we may enforce them at a later date. For example, we may accept Late Payments or payments that are marked "payment in full" or with other restrictive endorsements without losing any of our rights under this Agreement.

16. Communications and Call Recording

To the extent permitted by applicable law, you authorize us and Gemini Constellation, in its capacity as our service provider, and each of our and/or Gemini Constellation's joint or independent affiliates, agents, assigns, and service providers (collectively, the "Messaging Parties"), to use automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems, or any system capable of storing and dialing telephone numbers to deliver messages relating to this Agreement, your Account, or your relationship with the Messaging Parties more generally (including but not limited to: messages about upcoming Payment Due Dates, missed payments and returned payments) to any telephone number(s) you provide to the Messaging Parties. You also agree that these messages may deliver prerecorded and/or artificial voice messages. You understand that telephone messages may be played by a machine automatically when the telephone is

answered, whether answered by you or someone else, and that these messages may also be recorded by your answering machine. You also authorize the Messaging Parties to deliver messages to you via mail or email at any addresses you supply to them or that they obtain through any legal means.

You understand that anyone with access to your mail, telephone or email account may listen to, read, or otherwise access the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. If any telephone number you have provided to the Messaging Parties changes, or if you cease to be the owner, subscriber, or primary user of any such telephone number, you agree to immediately give notice to the Messaging Party who delivered the messages of such facts so that the Messaging Party can update its records.

This authorization is part of our bargain concerning this Agreement, and we do not intend it to be revocable. However, to the extent you have the right to revoke your consent to communications by autodialed calls and text messages to your mobile number under applicable law, you may exercise this right by contacting the applicable Messaging Party directly or by calling customer support at 1-877-725-1116.

17. Authorized Users

You may request that we add up to five (5) Authorized Users to your Account through the card settings tab in your Account. We will evaluate and approve or deny your request to add Authorized Users. An eligible Authorized User must be at least 18 years old as of the date you request to add that individual to your Account, successfully apply for and open a Gemini account, receive and accept an invitation sent by you to become an Authorized User, provide their name, address, email, phone number, social security number or individual taxpayer identification number, and date of birth, and provide sufficient legal documentation to verify identification if requested. By adding Authorized Users to your Account, you grant the Authorized Users permission to use your Account to the same extent you can, including to make purchases and cash advances. Authorized Users agree that their use of the Account binds them to the terms of this Agreement, and you agree to provide each Authorized User a copy of this Agreement before such use. To the fullest extent permitted by law, you will be liable for all transactions made by your Authorized Users, and any transactions made by people whom your Authorized Users allow to use your Account, including without your permission, even if you may not have intended to be liable and even if the amount of those transactions causes a credit line to be exceeded.

Therefore, carefully consider adding Authorized Users to your Account before submitting a request. Authorized Users will not have the ability to make payments to the Account and are not liable on the Account. We report the Account to business and/or consumer reporting agencies in the name of the Business (and any personal guarantor, if applicable). We do not furnish Account information in an Authorized User's name.

Authorized Users will be issued a separate credit card in their name. You may restrict your Authorized Users' spending ability through the settings tab in your Account. Your Authorized Users will only have access to view and discuss with Customer Support the transactions they have made and will not be able to view your transactions or the transactions of any other Authorized User. While Authorized Users may view the rewards earned as the result of their transactions pursuant to the Gemini Credit Card Crypto Rewards Program Terms and Conditions, any rewards accrued as the result of transactions made by Authorized Users will be applied solely to your Account, and Authorized Users are not entitled to receive any rewards. You will retain full visibility into your Account, including all transactions made by Authorized Users and any rewards earned as the result of their transactions. An Authorized User may report as lost or stolen only the card issued to that Authorized User and may dispute only transactions made by that Authorized User. An Authorized User may not close your Account. As the primary cardholder, you may report any card as lost or stolen and dispute any transaction.

Authority granted to an Authorized User will continue until the Authorized User is removed from your Account. You may remove any Authorized Users from your Account and any Authorized User may remove him or herself from your Account at any time, which will cancel the credit card issued to the removed Authorized User. Authorized Users may be removed through the Gemini app, web experience, or by contacting Customer Support.

Gemini may make changes to these Authorized User terms, including termination of the option to add Authorized Users to your account, in accordance with this Agreement.

18. Notices and Change in Information

All notices to us must be sent to Gemini Constellation, LLC, 600 Third Avenue, 2nd Floor, New York, NY 10016, or such other address we subsequently provide you (the "Notice Address"), Attn: Notices (or as otherwise set forth in this Agreement). To the extent permitted by applicable law, any notice you send us will become effective after we have received it and had a reasonable opportunity to act on such notice. Any written or electronic correspondence we send to you will become effective when we send it to you at your mail address (or your email address if you have authorized electronic communications), in each case as it appears on our records. All bankruptcy notices and related correspondence to us may be sent to Gemini Constellation at the Notice Address, Attn: Bankruptcy Notice. You must notify us of any changes to your name, mailing or email address, or cell phone number within fifteen (15) days of such change. You must notify us of changes to your mailing, email address or cell phone number by updating such information on the Gemini Website or Gemini Mobile. You must notify us of

changes to your name by writing to Gemini Constellation at the Notice Address, Attn: Name Change.

19. Access to Financial Data

While the Account is open, you must provide Gemini Constellation and their service providers access to your Gemini Trust or Gemini Moonbase account ("Gemini account") as applicable**.**

20. Inaccurate Information

You have the right to dispute the accuracy of information we have reported to a credit bureau. If you think any information about your Account that we have reported is incorrect, please write to Gemini Constellation at the Notice Address, Attn: Credit Reporting. Include your name, address, Account Number, phone number and a brief description of the issue. If available, please include a copy of the credit report in question. You may also contact us at the email on your statement. We will research your issue and will let you know if we agree or disagree with you. If we agree with you, we will contact the consumer reporting agency we reported to and request a correction.

21. Identity Theft

If you believe that you have been the victim of identity theft in connection with your Account or in connection with any other loan or extension of credit made by us, you can request an Identity Theft Form by calling toll free 1-877-725-1116 or writing to Gemini at the Notice Address, Attn: Identity Theft, to request an Identity Theft Affidavit. You should send us a police report and written statement in the form we provide you alleging that you are the victim of identity theft for a specific debt. Once we receive your documentation, we will cease debt collection activity until we have reviewed the materials, determined that the debt is still collectible and sent you a written notice describing the basis for our determination.

22. Lost or Stolen Cards

If your Card is lost or stolen, or if you think someone may be using your Card or Account without your permission to make unauthorized credit card transactions (i.e., make purchases and cash advances using the credit line), you must notify us promptly by reporting it lost or stolen on the Gemini Website or Gemini Mobile or by calling 1-877-725-1116. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before receipt of your notice by us.

23. Governing Law

Except as provided in the Arbitration Clause below, this Agreement and your Account are governed by federal law and, to the extent state law applies, the laws of the State of Utah without regard to its conflicts of law principles.

24. Severability

Subject to the Arbitration Clause: (a) if any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law; and (b) if any part of this Agreement is determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

25. Bankruptcy

All bankruptcy notices and related correspondence to us must be sent to Gemini Constellation at the Notice Address, Attn: Bankruptcy Notice. You promise that you are not a debtor under any proceeding in bankruptcy, have not consulted a bankruptcy attorney in the past six (6) months and have no current intention of filing a petition for relief under the United States Bankruptcy Code.

26. Notice and Cure

Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to this Agreement, the Account or the Card (a "Claim"), the party asserting the Claim (the "Claimant") must give the other party (the "Defending Party") written notice of the Claim (a "Claim Notice") in accordance with the notice provisions of this Agreement (see Notices and Change in Information). Any Claim Notice you send must be addressed to Gemini at the Notice Address, Attn: Legal Claim, and must provide your Account Number and phone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests and must give the Defending Party a reasonable opportunity, not less than thirty (30) days, to resolve the Claim on an individual basis.

27. Waiver of Right to Class Actions

NO CLASS ACTIONS. UNLESS YOU ARE A COVERED BORROWER, YOU AGREE AND ACKNOWLEDGE THAT PURSUANT TO UTAH CODE ANN. §70C-4-105 YOU ARE WAIVING YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT.

28. Waiver of Right to Trial by Jury

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, AND UNLESS YOU ARE A COVERED BORROWER, YOU AND WE KNOWINGLY AND

VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION CLAUSE, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

29. Entire Agreement

This Agreement constitutes the entire agreement between you and us with respect to the Account and the Card. This Agreement supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communication or understanding between you and us concerning the Account or the Card.

30. Customer Privacy

Our privacy notice is provided separately in accordance with applicable law and can be viewed online at https://www.gemini.com/legal/webbank-consumer-privacy-notice, and the Gemini Constellation privacy policy is provided separately in accordance with applicable law and can be viewed online at https://www.gemini.com/legal/privacy-policy (collectively, the "Privacy Policy").

You authorize us to collect and process certain personal data and information from you, from third parties, or automatically from your use of the products or services provided by us, in accordance with the Privacy Policy, throughout our relationship and your use of our products or services. In particular, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to us or our service provider(s) for the duration of your business relationship, solely to help us identify you or your wireless device and to prevent fraud. See our Privacy Policy for how we treat your data.

31. Credit Reporting

You authorize us to obtain information from you and to make whatever inquiries we consider necessary and appropriate (including requesting consumer reports from consumer reporting agencies and balance and transaction data from Gemini Trust and/or Gemini Moonbase) when considering your application and for any lawful purpose, including account opening, renewals, extensions of credit, account review, servicing, or collection.

By applying for the Account, you provide "written instructions" under the Fair Credit Reporting Act authorizing us to obtain consumer reports on you and any Guarantor for these purposes. Upon your request, we will inform you of the name and address of any consumer reporting agency that provided a report.

We may also furnish information concerning you and your Account to other creditors, financial institutions, and credit bureaus. Late payments, missed payments, returned payments, or other defaults on your Account may be reflected in your credit report.

32. Language

You agree that you can understand English-language communications and agree that the English-language version of all communications will be binding. The section headings and descriptions in this Agreement are for convenience only and do not in any way limit or define your or our rights or obligations in this Agreement. As used in this Agreement, the term "including" means "including, but not limited to."

33. Assignment

We may at any time and without notice to you, sell, pledge or transfer this Agreement or any Account Balance to any party at any time. If we do so, then the purchaser, pledgee or transferee will succeed to all our applicable rights and responsibilities. You may not sell, assign or transfer this Agreement or any of your rights and obligations under this Agreement. Any attempted sale, assignment or transfer by you without our prior written consent will be null and void.

34. Change of Terms

Subject to applicable law, we may at any time change, add to or delete terms and conditions of this Agreement, including interest rates, fees and charges. Such changes may be based on our anti-fraud policies and procedures, your level of compliance with this Agreement, your credit score, other information contained in your credit report, prevailing economic conditions and/or any other factors. We will give you notice of any change, addition or deletion as required by applicable law. As of the elective date, the changed terms, at our option, will apply to new purchases and the outstanding balances of your Account, to the extent permitted by applicable law. No change to any term of this Agreement will affect your obligation to pay in full all amounts due and owing under this Agreement or otherwise perform the terms and conditions of this Agreement.

35. Special Offers and Payment Plans

At our discretion, we may make special offers to you at any time. Such offers may apply to all purchases or balances on your Account, or only to some purchases or balances. We will provide to you the terms of any special offer and tell you how they differ from this Agreement. Except as provided in any special offer, the rest of this Agreement will still apply to your Account. These offers may include payment plans and skip payment offers. We may make special offers to certain cardholders and not others based on eligibility criteria established in our sole discretion. The availability of such an offer to certain cardholders shall not require that the offer be made available to all cardholders.

36. Pre-authorized Recurring Merchant Transactions

You may authorize a merchant to automatically initiate a transaction on a recurring basis to your Account. Upon the issuance by us of a new Card with a new Account number or expiration date, you may need to provide the merchant with such updated information in order to continue the recurring transactions; however, you authorize us to provide updated information to the merchant at our discretion. You must contact the merchant if you want to cancel automatic billing.

37. Foreign Currency Transactions

If you make a transaction using your Account in a foreign currency (including, for example, online purchases from a merchant located outside of the U.S.), the credit card association will convert any transaction in foreign currency into U.S. dollars using an exchange rate for the applicable central processing date that is (1) selected by the association from the range of rates available in wholesale currency markets, which rate may vary from the rate the association receives, or (2) the government mandated rate. The conversion rate you get may differ from the rate on the transaction date or the posting date, and from the rate that the credit card association gets. A merchant or other third party may convert a transaction into U.S. dollars or another currency, using a rate they select, before sending it to the credit card association.

Exhibit A: Arbitration Clause
Mandatory Arbitration

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

UNLESS YOU TIMELY REJECT THIS ARBITRATION PROVISION UNDER PARAGRAPH (c) BELOW, IT LIMITS YOUR RIGHTS IF A DISPUTE ARISES BETWEEN YOU AND US (AS DEFINED BELOW). IT ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS A PART OF A CLASS OR COLLECTIVE ACTION.

a. If a dispute arises, it will, at the sole election of you or us, be resolved by final, binding Arbitration, unless you have timely rejected this Arbitration Provision as provided in paragraph (c) below.

b. Certain words have specific meanings as they are used in this Arbitration Provision. This paragraph identifies those words and states their meanings.

- Arbitration: An out-of-court proceeding in which an impartial third party will render a final and binding resolution to the Dispute without a jury and following different rules than a court.

- Arbitration Provision: This Exhibit A.

- Dispute: Any unresolved claim, dispute, or controversy between you, on the one hand, and us (as defined below), on the other hand. Dispute includes any unresolved claim, dispute, or controversy arising from or relating to (i) the application for and origination of your Account, (ii) your Account; (iii) your Card, (iv) this Agreement, (v) any servicing of your Account, (vi) advertisements, promotions or statements related to this Agreement, your Account, your Card or any products or services provided by us, (vii) any goods or services you purchase using your Account or Card, (viii) credit bureau reporting or debt collection on or related to your Account, (ix) your access to and use of your Account or Card from or using any products or services provided by us, (x) your relationships with us , or (xi) any products or services provided by us. Dispute also includes any unresolved claim, dispute or controversy about the applicability, validity or enforcement of this Arbitration Provision, except as set forth in paragraph (g) below. Dispute does NOT include a claim, dispute or controversy that falls within the jurisdiction of a small claims court, so long as the controversy remains in that court and no claim is asserted on a class, representative, or collective basis. With that exception, the term “Dispute” is to be given the broadest possible interpretation that is enforceable.

- Gemini-Related Party: The Gemini-Related Parties under this Arbitration Provision include (i) Gemini Constellation, LLC, (ii) Gemini Constellation, LLC’s affiliates, parents, subsidiaries, employees, dealers, and dealers’ employees, (iii) any seller of goods or services you purchase using your Account, (iv) any originator or later holder of this

Agreement or any interest in your Account, and (v) any originator or later purchaser, holder, or assignee of any receivables arising under your Account.

- "We," "us," and "our," solely for purposes of this Arbitration Provision, mean, in addition to the Bank, (i) the Bank's successors, assigns, parents, subsidiaries, officers, directors and employees; (ii) Gemini-Related Parties as above defined; and/or (iii) any third party providing any goods and/or services in connection with this Agreement, if you name that third party and us as defendants in a single proceeding. All of the foregoing persons and entities are third-party beneficiaries entitled to elect to enforce this Arbitration Provision.

- "You" and "your" mean each and every person who is granted access to, accepts or uses your Account (including any Authorized User and the Guarantor).

c. You may reject this Arbitration Provision by sending a notice to Gemini Constellation, LLC, 600 Third Avenue, 2nd Floor, New York, NY 10016, Attn: Arbitration Rejection Notice, stating that you reject the Arbitration Provision. The notice must state your full name, address, email address, telephone number, and either your Account or social security number. The notice may be post-marked or received at the above address no later than 30 days after you applied for the Account. You cannot reject this Arbitration Provision by any other means. If you reject this Arbitration Provision, that will not affect any other provision of the Agreement.

d. The party initiating Arbitration shall do so with Judicial Arbitration and Mediation Services ("JAMS") under its Comprehensive Arbitration Rules and Procedures. If JAMS cannot administer the arbitration and the parties do not agree in writing on a substitute, a court with jurisdiction will select the administrator or arbitrator, who must agree to abide by the terms of this Arbitration Provision. The Arbitration will be conducted before a single arbitrator in Salt Lake County, Utah, under the rules of the administrator in effect at the time, except to the extent those rules conflict with this Arbitration Provision or the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 et seq. If you have questions regarding JAMS or wish to obtain copies of its arbitration rules, call JAMS at 1-800-352-5267 or visit www.jamsadr.com.

e. If we initiate Arbitration, we will pay all of the administrator's filing costs and administrative fees. If you initiate Arbitration, the administrator's rules will determine who pays filing costs and administrative fees, unless those rules conflict with applicable law.

f. An arbitrator's final award shall be final and binding and may be confirmed or vacated in any court of competent jurisdiction pursuant to the Federal Arbitration Act ("FAA"). Any awards, findings of fact, or conclusions of law made in an Arbitration will be made for the purposes of only that Arbitration and may not be used (i) by or on behalf of any other person or entity or (ii) for preclusive or res judicata effect in any other Arbitration, litigation (including if only a portion of a dispute with you can be compelled to Arbitration), or other proceeding involving you or us.

g. **NO PARTY MAY ARBITRATE A DISPUTE ON BEHALF OF OTHERS, ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AS A PRIVATE ATTORNEY GENERAL, OR ON BEHALF OF THE GENERAL PUBLIC OR AS A CLAIM FOR PUBLIC INJUNCTIVE RELIEF, EVEN IF THE DISPUTE WAS FILED IN COURT ON THAT BASIS**. Moreover, no party may join, consolidate, or otherwise bring claims for or on behalf of any other individual or entity in the same Arbitration unless those individuals or entities are parties to a single transaction, unless all parties otherwise agree in writing. Any Arbitration award will determine only the rights and obligations of the parties to the Arbitration, not anyone else, and will provide any remedy or basis for relief only for the benefit of a party to the Arbitration, not anyone else. No administrator or arbitrator may waive, modify, or fail to enforce this paragraph (g); any attempt to do so will be void and unenforceable. Any challenge to the enforceability of this paragraph (g) will be determined by a court only, not an administrator or arbitrator.

h. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator(s) will apply substantive law consistent with the FAA and applicable statutes of limitations and privileges. The arbitrator(s) may award damages or other types of relief permitted by applicable law, except as provided in paragraph (g). The arbitrator will not be bound by rules of procedure and evidence that would apply in a court. The arbitrator will take steps to reasonably protect confidential information.

i. This Arbitration Provision will survive (i) suspension, termination, revocation, closure, or amendments to this Agreement, the Account, and your relationships with us; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer, sale or assignment of the Account or this Agreement, or any interest in, or receivables arising under, the Account or this Agreement, to any other person or entity.

j. If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force, subject to two exceptions: (i) if a determination is made that paragraph (g) of this Arbitration Provision is unenforceable, and that determination is not reversed on appeal, then the Arbitration Provision (except for this sentence) shall be void in its entirety; and (ii) if a court determines that a public injunctive relief claim may proceed notwithstanding paragraph (g) of this Arbitration Provision, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, any individual claims will be arbitrated, and the parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.

UNLESS YOU TIMELY REJECT ARBITRATION UNDER PARAGRAPH (c) OF THIS ARBITRATION PROVISION, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE OUR RIGHT TO LITIGATE DISPUTES IN COURT BEFORE A JUDGE OR JURY, IF YOU OR WE ELECT ARBITRATION.

IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE OR FOR ANY OTHER REASON LITIGATION PROCEEDS IN COURT THEN YOU AGREE THAT YOU AND WE TO

THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING HERETO IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING US HERETO.

Exhibit B: State Notices

Residents of All States: NOTICE TO THE APPLICANT - 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT AND AN EXACT COPY OF THE PAPER YOU SIGN. 3. YOU MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT, OR YOUR ENTIRE BALANCE IN FULL WITHOUT INCURRING ANY ADDITIONAL CHARGE FOR PREPAYMENT.

Cardmembers: Your signature (including any digital or electronic signature), address and the date on the application, or other evidence of indebtedness, or your acceptance of this Agreement through an electronic transmission to us represents your signature, address and the date on this Agreement, which are incorporated herein by reference.

Residents of All States, including California, New York, Rhode Island, Utah and Vermont: You give us and our agents, successors, and assigns permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing this Account, taking collection action on this Account, or for any other legitimate purposes associated with this Account. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Residents of All States, including Iowa, Maine, Missouri, Nebraska, Oregon, Texas, Utah and Washington: 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.

California Residents: Married applicants may apply for separate accounts. Applicants may, after credit approval, use the credit card account up to its credit limit.

Delaware**, Maryland and Oregon Residents:** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

Idaho Residents: We will not seek to collect attorneys' fees in situations where the principal balance is $1000.00 or less.

Illinois Residents: (a) No applicant may be denied a credit card on account of race, color, religion, national origin, ancestry, age (between 40 and 70), sex, marital status, physical or mental handicap unrelated to the ability to pay or unfavorable discharge from military service;

(b) the applicant may request the reason for rejection of his or her application for a credit card; (c) no person need reapply for a credit card solely because of a change in marital status unless the change in marital status caused a deterioration in the person's financial position; and (d) a person may hold a credit card in any name permitted by law that he or she regularly uses and is generally known by, so long as no fraud is intended thereby.

Maryland Residents: You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your Account. Finance charges will be imposed in amounts or at rates not in excess of those permitted by law.

New Hampshire Residents: You shall be awarded reasonable attorney's fees if you prevail in any legal action you bring against us or we bring against you. If you successfully assert a partial defense, set-off or counterclaim against us in an action we bring against you, the court or arbitrator may withhold from us the entire amount or such portion of the attorney's fees as it considers equitable. You or your attorney may file a complaint with the New Hampshire Commissioner of Banking, State of New Hampshire Banking Department, 53 Regional Drive, Suite 200, Concord NH 03301. Instructions for filing complaints can be found on the Commissioner's website at www.nh.gov/banking/consumer-assistance/complaint.htm.

New Jersey Residents: Because certain provisions of the 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 to New Jersey residents. The section headings in this Agreement serve as a Table of Contents and not contract terms.

New York Residents: 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 by calling 1-800-342-3736, or on the web at www.dfs.ny.gov.

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

Washington Residents: In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven if you have notified us of the merchant's delay in posting such credit, or our failure to post such credit to your account within three working days of our receipt of the credit.

Married Wisconsin Residents: If you are married: (i) you confirm that this Account is being incurred in the interest of your marriage or family; (ii) no provision of any marital property agreement, unilateral statement, or court decree under the Wisconsin Marital Property Act will adversely affect a creditor's interest unless, before the time credit is granted, the creditor is

furnished a copy of that agreement or decree or is given complete information about the agreement or decree; (iii) you understand and agree that we will provide a copy of this Agreement to your spouse for his or her information. If the Account for which you are applying is granted, you will notify us if you have a spouse by sending your name and your spouse's name and address to us at **Gemini Constellation, LLC, 600 Third Avenue, 2nd Floor, New York, NY 10016.** If you are applying for individual credit or joint credit with someone other than your spouse, and your spouse also lives in Wisconsin, combine your financial information with your spouse's financial information.