

## DOLLARIZE FINANCIAL INC. CUSTOMER AGREEMENT

Updated as of May 17, 2022

In consideration of Dollarize Financial Inc. and its agents and assigns (collectively, “Dollarize Financial”, “You”, or “Your”) opening one or more accounts on my behalf (“My Digital Dollar Account(s)” or the “Digital Dollar Account(s)”), I represent and agree with respect to all Digital Dollar Accounts as applicable, to the terms set forth below (the “Agreement”). When used in this Agreement, the words “I”, “Me”, “My”, “Myself”, “We”, or “Us” mean the owner(s) of the Account. For the avoidance of doubt, in the case of a joint account, the words “I”, “Me”, “My”, “We” or “Us” means each of the owners of the joint Account.

**I MUST READ AND CONSIDER THIS AGREEMENT CAREFULLY AND CONTACT DOLLARIZE FINANCIAL TO ASK ANY QUESTIONS I MAY HAVE BEFORE ENTERING INTO THIS CUSTOMER AGREEMENT. I UNDERSTAND THAT CLICKING THAT I ACCEPT HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF THIS CUSTOMER AGREEMENT. I ACKNOWLEDGE THAT THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME AND AMENDED AGREEMENTS WILL BE POSTED ON THE FOLLOWING WEBSITE, <http://www.dollarize.me/> (THE “WEBSITE”) OR MOBILE APPLICATION (THE “APP”) (COLLECTIVELY, THE “APPLICATION”). I AGREE TO CHECK THE WEBSITE FOR NEW VERSIONS OF THIS AGREEMENT AND OTHER AGREEMENTS RELATING TO MY USE OF DOLLARIZE FINANCIAL’S SERVICES. I AGREE THAT, BY KEEPING MY DIGITAL DOLLAR ACCOUNT OR USING THE APPLICATIONS WITHOUT OBJECTING IN WRITING AFTER DOLLARIZE FINANCIAL POSTS A NEW VERSION OF AN AGREEMENT ON THE WEBSITE, I WILL AGREE TO AND ACCEPT ALL TERMS AND CONDITIONS OF ANY AMENDED AGREEMENT, INCLUDING ANY NEW OR CHANGED TERMS OR CONDITIONS. I ALSO UNDERSTAND THAT BY CLICKING “I ACCEPT” I HAVE ACKNOWLEDGED THAT THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE.**

### **1. Capacity and Status; Eligibility.**

- (A) I am of legal age under the laws of the country where I reside and authorized to enter into this Agreement. No person, except Myself (or any person named in a separate agreement or joint account), has any interest in the Digital Dollar Account opened pursuant to this Agreement. Dollarize Financial reserves the right to assess or reassess at any time My eligibility to maintain a Digital Dollar Account and utilize the automated platform operated by Dollarize Financial and certain of its affiliates (the “Platform”).
- (B) I understand that I may only open a Digital Dollar Account if I am a resident of jurisdictions where it is legal to do so. If at any point I cease to be a resident of a jurisdiction where the opening of and maintenance of the Digital Dollar Account is legal, I understand that Dollarize Financial, at its sole discretion, may close or restrict access to My Digital Dollar Account. In the event that I cease to be a resident of a jurisdiction where the opening of and maintenance of the Digital Dollar Account is legal, I will notify Dollarize Financial in writing immediately. I further understand that I may not be able to access My Digital Dollar Account while physically present in certain jurisdictions. Lastly, I understand that if I attempt to access My Digital Dollar Account from a jurisdiction subject to certain U.S. sanctions or I am ordinarily resident in such a jurisdiction, or if Dollarize Financial reasonably believes that I am attempting such access or have become a resident in such a jurisdiction, Dollarize Financial may restrict the Digital Dollar Account. If this happens, I understand that I should contact [legal@dollarize.me](mailto:legal@dollarize.me).

2. **Authorization.** I appoint You as My agent for the purpose of carrying out My directions to You in accordance with the terms and conditions of this Agreement. You are authorized to open or close My Digital Dollar Account(s), initiate Deposits (as defined below), Withdrawals (as defined below), effectuate Third-Party Transfers and Nexo Transfers (each as defined below), as well as take such other steps as are reasonable to carry out My Instructions (as defined below) (collectively, "Transactions"). I understand that the Platform is only accessible via the Applications. I agree to receive and transmit financial information through such electronic means. My use or My grant of access to My Digital Dollar Account to any third party to access information or provide instructions with respect to My Digital Dollar Account is solely at My risk.
3. **Information Accuracy.** I: (i) certify that the information contained in My account application and any other document that I furnish to You in connection with My Digital Dollar Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing You to provide financial services is a federal crime; (ii) authorize You to contact any individual or firm noted herein or on the documents referred to in subsection (i) of this Section and any other normal sources of debit or credit information; (iii) authorize anyone so contacted to furnish such information to You as You may request; and (iv) agree that this Agreement, the account application and any other document I furnish in connection with My Digital Dollar Account is Your property, as the case may be. I shall promptly advise You of any changes to the information in such agreements and documents in writing within ten (10) calendar days. I authorize You to obtain reports and provide information to others concerning My creditworthiness and business conduct. Upon My request, You agree to provide Me a copy of any report so obtained. You may retain this Agreement, the Digital Dollar Account application, and all other such documents and their respective records at Your sole discretion, whether or not any service is extended or Digital Dollar Account opened by You on My behalf.
4. **Important Information Needed to Open a New Digital Dollar Account.** To help the government better detect 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. Therefore, I understand that when I open My Digital Dollar Account You will ask for My name, address, date of birth, or country identification number, and other identifying information. You may also ask for copies of My driver's license, passport, taxpayer identification number, country of issuance, alien identification number, number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard, or other identifying documents as You so determine. I understand that You may take steps to verify the accuracy of the information I provide to You in My Digital Dollar Account application or otherwise. If, for any reason, I am unable to provide the information necessary to verify My identity, You may restrict My access to My Digital Dollar Account pending such verification or close My Digital Dollar Account. I will provide prompt notification to You of any changes in the information including My name, address, e-mail address and telephone number.
5. **The Platform; My Digital Dollar Account; Cryptocurrency Trading Access.**
  - (A) Platform. In addition to Dollarize Financial, the Platform is operated by Dollarize Inc. ("Dollarize"). I understand that My relationship with Dollarize is governed by the terms and conditions of that certain customer agreement between Me and Dollarize (the "Dollarize Customer Agreement"). My account with Dollarize ("Investment Account") is separate and distinct from My Digital Dollar Account with Dollarize Financial.
  - (B) Digital Dollar Account. I understand that My Digital Dollar Account is provided by Circle Internet Financial, LLC ("Circle"). By entering into this Agreement, I am instructing

Dollarize Financial to establish a Digital Dollar Account on My behalf. By entering into this Agreement, I represent that I have read, understand, and agree to the terms of that certain [Circle USDC User Agreement \[https://www.circle.com/en/legal/user-agreement\]](https://www.circle.com/en/legal/user-agreement) and the [Circle USDC Privacy Policy \[https://www.circle.com/en/legal/privacy-policy\]](https://www.circle.com/en/legal/privacy-policy). I also understand that in addition to the terms and conditions of this Agreement that My Digital Dollar Account, and the services provided by Circle are also subject to those certain Circle [Terms and Conditions \[https://www.circle.com/en/legal/usdc-terms\]](https://www.circle.com/en/legal/usdc-terms). I hereby designate You as My agent and authorize You to take any and all action necessary with respect to My Digital Dollar Account, including but not limited to delivering any and all Instructions on My behalf to Circle consistent with the terms of this Agreement including to effectuate any Transaction.

(C) Cryptocurrency Trading Access. By entering into this Agreement and participating on the Platform, I understand that I will have access to a self-directed cryptocurrency and digital asset (“Cryptocurrency”) trading account (“Alpaca Crypto Account”) offered by Alpaca Crypto LLC (“Alpaca”). By entering into this Agreement, I represent that I have read, understand, and agree to the terms of [Alpaca Crypto Customer Agreement \[https://files.alpaca.markets/disclosures/library/Crypto Customer Agreement.pdf\]](https://files.alpaca.markets/disclosures/library/Crypto%20Customer%20Agreement.pdf). I hereby designate You as My agent and authorize You to take any and all action necessary with respect to My Alpaca Crypto Account, including by not limited to delivering any and all Instructions on My behalf to Alpaca Crypto consistent with the terms of this Agreement, including to effectuate any Transactions.

(D) SIPC and FDIC. I explicitly understand and acknowledge that Funds held in My Digital Dollar Account and My Alpaca Crypto Account are not insured by the Federal Deposit Insurance Corporation (“FDIC”), and are not subject to Securities Investor Protection Corporation (“SIPC”) coverage. In connection with a Transaction, Dollarize Financial may temporarily hold My Funds and aggregate the Funds of other customers in the same account (i.e., an omnibus account). There is a risk of loss associated with the use of omnibus accounts. These risks may include legal risks, liquidation or financial risks, haircut risks, and third-party risks, among others. In the event of the insolvency or any other analogous proceedings in relation to a third party, Dollarize Financial may only have an unsecured claim against the third party on My behalf, and I will be exposed to the risk that the funds received by Dollarize Financial from the third party is insufficient to satisfy My claims in respect of My Account. Dollarize Financial hereby disclaims any and all liability or responsibility for any resulting losses.

**6. Transactions.** I may instruct Dollarize Financial to effectuate each of the below types of Transactions. Each Transaction will involve, in some capacity, the transfer and conversion of various digital assets or digital currencies (“Cryptocurrency”) as well as fiat currency, including United States Dollars (“USD”) (collectively, “Funds”).

(A) Digital Dollar Account Deposits.

i. I understand that I may initiate deposits of Funds utilizing a credit or debit card as well as from a personal bank account or wallet (each, a “Personal Account”) into My Digital Dollar Account. By utilizing the tools made available to me through the Platform, I understand that I am able to deliver instructions (“Instructions”) to You to transfer Funds from a Personal Account of My choosing into My Digital Dollar Account (a “Digital Dollar Account Deposit”). I understand that My Digital Dollar Account is only able to hold Funds in the form of that certain U.S. Dollar-

collateralized stablecoin developed by the CENTRE Consortium (“USDC”). Therefore, in the event a Digital Dollar Account Deposit is initiated from a Personal Account in non-USDC Funds, such non-USDC Funds will, in Your sole discretion, be converted, one or more times, utilizing one or more third-party service providers (“Third-Party Service Providers”), as necessary to effectuate a deposit of USDC. I understand that certain Third-Party Service Providers may charge fees or commissions in connection with certain cross-border transfer services and that Dollarize Financial will pass on any such fees or commissions to Me (“Cross-Border Fees”). In addition, depending upon the Plan I choose, I may also be subject to an additional Dollarize Financial fee in connection with the provision of such conversion activities (“FX Rate Commission”) as further detailed in the Dollarize Financial Schedule of Fees located on the Website (the “Fee Schedule”).

(B) Investment Account Deposits.

- i. I understand that I may effectuate a deposit of Funds from My Digital Dollar Account into My Investment Account held at Dollarize by utilizing the tools made available to Me on the Platform and providing appropriate Instructions (an “Investment Account Deposit”). I understand that My Investment Account is only able to accept Investment Account Deposits in the form of USD. Therefore, Investment Account Deposits into My Investment Account will, in Your sole discretion, be converted, one or more times, utilizing one or more Third-Party Service Providers as necessary, to effectuate a Deposit of USD.

(C) Alpaca Crypto Account Deposits.

- i. I understand that I may effectuate a deposit of Funds from My Digital Dollar Account into My Alpaca Crypto Account held at Alpaca Crypto by utilizing the tools made available to Me on the Platform and providing appropriate Instructions (an “Alpaca Crypto Account Deposit,” and together with a Digital Dollar Account Deposit and an Investment Account Deposit, a “Deposit”). I understand that My Alpaca Crypto Account is only able to accept Deposits in the form of USD. Therefore, Investment Account Deposits into My Alpaca Crypto Account will, in Your sole discretion, be converted, one or more times, utilizing one or more Third-Party Service Providers as necessary, to effectuate a Deposit of USD.

(D) Withdrawals.

- i. I may also utilize the tools made available to Me on the Platform to (a) provide Instructions to Dollarize and You, to initiate a withdrawal of USD from My Investment Account to My Digital Dollar Account, (b) provide Instructions to Alpaca Crypto and You, to initiate a withdrawal of USD from My Alpaca Crypto Account to My Digital Dollar Account, and (c) provide Instructions to You, to initiate a withdrawal of USDC from My Digital Dollar Account (each, a “Withdrawal”) to a Personal Account. I understand that the types of Funds that each of the Investment Account, Digital Dollar Account, Alpaca Crypto Account and various Personal Accounts accept will not always be the same and therefore, in connection with all Withdrawals, I instruct You to effectuate the conversion of Funds, utilizing Third-Party Service Providers, as necessary and in Your sole discretion, in order to effectuate the Withdrawal and ensure that Funds of the appropriate type are transferred into the relevant account. I understand that in connection with effectuating a certain Withdrawals I may be subject to certain

Cross-Border Fees as well as FX Rate Commissions, depending in part on the Plan I choose.

- ii. Immediately upon receiving Withdrawal Instructions relating to the Investment Account, Dollarize will reduce the available balance of My Investment Account. I understand that certain restrictions may apply if fraud or other potential anti-money laundering concerns are raised. Dollarize Financial's internal investigations may cause Dollarize Financial to hold My Funds and delay the completion of a Withdrawal. Withdrawal Instructions will generally be processed provided that the following requirements are met: (a) My Instructions includes all required information; (b) My Instructions are to transfer Funds to a Personal Account that has been properly linked using the tools available on the Platform; and (c) the balance of My Investment Account, Alpaca Crypto Account, and/or Digital Dollar Account, as applicable, after the Withdrawal is anticipated to be enough to cover any currently outstanding or accruing fees, costs, charges, or expenses owing to You, Dollarize, or Alpaca Crypto as applicable, or any taxes.

(E) Third-Party Transfers.

- i. In addition to Deposits and Withdrawals, I understand that I may effectuate transfers ("Third-Party Transfers") of Funds from My Digital Dollar to third-party accounts or wallets ("Third-Party Accounts") utilizing the tools made available to Me on the Platform. I understand that certain restrictions may apply if fraud or other potential anti-money laundering concerns are raised. Dollarize Financial's internal investigations may cause Dollarize Financial to hold My funds and delay the completion of a Third-Party Transfer. Third-Party Transfer Instructions will generally be processed provided that the following requirements are met: (a) My Instructions includes all required information; (b) My Instructions are to transfer Funds to a Third-Party Account reasonably acceptable to Dollarize Financial; and (c) the balance of My Digital Dollar Account after the Third-Party Transfer is anticipated to be enough to cover any currently outstanding or currently accruing fees, costs, charges, or expenses owing to You, or any taxes. I understand that in connection with effectuating a Third-Party Transfer I may be subject to certain Cross-Border Fees as well as FX Rate Commissions, depending in part on the Plan I choose.

(F) Nexo Transfers.

- i. In addition to Third-Party Transfers, I understand that I may effectuate transfers of USDC from My Digital Dollar Account to an account ("Nexo Earn Account") maintained by Nexo Financial LLC ("Nexo") (and vice versa) utilizing the tools made available to Me on the Platform (a "Nexo Transfer"). I understand that the Nexo Earn Account is provided by Nexo and that while My Funds are maintained in the Nexo Earn Account that they will be subject to the 'Nexo Earn Interest Product' (as defined in the Nexo Terms and Conditions) whereby I will earn in-kind interest on My USDC. I understand that You do not control or provide the Nexo Earn Account and that the Nexo Earn Interest Product is subject to the [Nexo Earn Interest Product General Terms and Conditions \[https://nexo.io/earn-terms\]](https://nexo.io/earn-terms) (the "Nexo Terms and Conditions"). I understand that the interest rates ("Interest Account Rate") differ depending on the Plan I choose, and that the Interest Account

Rates are subject to change and that You will update the prevailing Interest Account Rate within the Fee Schedule.

(G) Additional Transaction Terms.

- i. I understand and agree that You may refuse to effectuate a Transaction in Your sole discretion for any reason, including in the following instances: (a) the Transaction would violate applicable laws, rules, regulations, or appears intended to defraud or manipulate; (b) as it relates to a Cryptocurrency component of a Transaction, the existence of abnormal Cryptocurrency market conditions or a significant disruption in, or premature close of, trading in a Cryptocurrency, or the market or an exchange on which a Cryptocurrency is traded; (c) a Force Majeure Event or action by an exchange, regulatory or governmental authority that disrupts trading in a Cryptocurrency underlying a Transaction occurs or is imminent; or (d) Dollarize Financial or a Third-Party Service Provider is unable to obtain satisfactory Cryptocurrency liquidity in order to satisfy the Transaction.
- ii. Aggregation of Transfers. I understand and acknowledge that You or any Third-Party Service Provider may aggregate My Transactions with the Transactions of other Dollarize Financial's customers (a "Batched Transaction"). In such instances, a Transaction may not be effectuated on a real-time basis, but rather batched with one or more Transactions from other Dollarize Financial's customers. Dollarize Financial will not be liable or have any responsibility for any Losses (as defined below) suffered by Me in connection with or as a result of a Batched Transaction.

**7. Cryptocurrency.**

- (A) Cryptocurrency Networks; Forks. Dollarize Financial does not own or control the underlying software protocols which govern the operation of Cryptocurrency. In general, the underlying protocols are open source and anyone can use, copy, modify, and distribute them. Dollarize Financial is not responsible for operation of the underlying protocols, and Dollarize Financial makes no guarantee of their functionality, security, or availability. The underlying protocols are subject to sudden changes in operating rules ("Forks"), and such Forks may materially affect the value, function, or even the name of the Cryptocurrency. In the event of a Fork or any other similar operational change to a Cryptocurrency network Dollarize Financial may take all steps that it determines necessary to protect the security and safety of the Platform, including temporarily suspending Transactions (with or without advance notice to Me). Dollarize Financial will use its reasonable efforts to provide notice to Me of its response to any Fork or similar operational change affecting a Cryptocurrency. In response to a Fork or other similar operational change, Dollarize Financial may determine not to support Transactions that would involve or require the particular Cryptocurrency. I understand and accept the risks of Forks and other similar operating changes to Cryptocurrency available through the Platform. I agree that You are not responsible for any loss of value that I may experience as a result, whether directly or indirectly, from any such Fork or similar operating change.
- (B) Delisting or Non-Supported Cryptocurrency. If at any time any of the Cryptocurrency necessary to effectuate a Transaction is delisted from exchanges that or trading markets that Dollarize Financial or its Third-Party Service Providers utilize, or Dollarize Financial determines to no longer support such Cryptocurrency for any reason, then any currently outstanding Transactions will be immediately cancelled.

(C) Cryptocurrency Withdrawals and Third-Party Transfers. Customer understands that they are exclusively responsible for ensuring that a Deposit, Withdrawal or Third-Party Transfer is being made to the correct or intended wallet address. Cryptocurrency Deposits, Withdrawals and Third-Party Transfers cannot be reversed once broadcast to the relevant Cryptocurrency network. Dollarize Financial will not be liable for any loss that results from inaccurate, incomplete, or misleading details that Customer may provide in connection with a Deposit, Withdrawal or Third-Party Transfer. Dollarize Financial will not bear any liability for any failure, error or delay in processing a Deposit, Withdrawal or Third-Party Transfer. Dollarize Financial may, in its sole discretion, provide reasonable assistance to Me in the event that I request reasonable assistance in connection with an attempted, failed, or otherwise erroneous Deposit, Withdrawal or Third-Party Transfer. You do not guarantee that any such assistance will result in the successful completion or remediation of a Deposit, Withdrawal, Third-Party Transfer, or the recovery of any Funds. Dollarize Financial may charge fees in connection with any such assistance. I understand that a Deposit, Withdrawal or Third-Party Transfer may be incapable of reversal once properly initiated.

- 8. No Tax Advice.** I understand that Dollarize Financial does not provide tax or legal advice.
- 9. Discontinuation of Service.** I understand that You may discontinue My Digital Dollar Account and any services related to My Digital Dollar Account immediately by providing written notice to Me. I fully understand that in the event that Dollarize Financial discontinues My Digital Dollar Account or access to My Digital Dollar Account that I may no longer be able to transact out of My Investment Account.
- 10. Telephone Conversations and Electronic Communications.** I understand and agree that You may record and monitor any telephone or electronic communications with Me. Unless otherwise agreed in writing in advance, You do not consent to the recording of telephone conversations by any third party or Me. I acknowledge and understand that not all telephone or electronic communications are recorded by You, and You do not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.
- 11. Oral Authorization.** I agree that You shall be entitled to act upon any oral instructions given by Me so long as You reasonably believe such instruction was actually given by Me or My authorized agent.
- 12. Limitation of Liability; Indemnification.**

(A) I UNDERSTAND AND AGREE THAT YOU, YOUR AFFILIATES, YOUR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, AND THIRD PARTY SERVICE PROVIDERS WILL NOT BE LIABLE TO ME OR TO THIRD PARTIES UNDER ANY CIRCUMSTANCES, OR HAVE ANY RESPONSIBILITY WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, AND DAMAGES) THAT I MAY INCUR IN CONNECTION WITH MY USE OF THE SERVICES PROVIDED BY YOU UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO MY USE OF THE APP AND THE WEBSITE, AS WELL AS ANY AND ALL FUNCTIONS AND FEATURES MADE AVAILABLE ON THE PLATFORM, INCLUDING THE ENTERING INTO OF TRANSACTIONS, AS WELL AS ANY SERVICES OF ANY KIND MADE AVAILABLE THROUGH THE PLATFORM BY ANY THIRD PARTY (INCLUDING ANY THIRD-PARTY SERVICE PROVIDER), (COLLECTIVELY, THE “SERVICES”). YOU, YOUR AFFILIATES, AND YOUR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES SHALL NOT BE LIABLE

BY REASON OF DELAYS OR INTERRUPTIONS OF THE SERVICES OR TRANSMISSIONS, OR FAILURES OF PERFORMANCE OF YOUR SYSTEMS, REGARDLESS OF CAUSE, INCLUDING THOSE CAUSED BY GOVERNMENTAL OR REGULATORY ACTION, THE ACTION OF ANY EXCHANGE OR OTHER SELF REGULATORY ORGANIZATION, OR THOSE CAUSED BY SOFTWARE OR HARDWARE MALFUNCTIONS.

- (B) Except as otherwise provided by law, You, or any of Your affiliates or respective partners, officers, directors, employees or agents (collectively, “Indemnified Parties”) shall not be liable for any expenses, losses, costs, damages, liabilities, demands, debts, obligations, penalties, charges, claims, causes of action, penalties, fines and taxes of any kind or nature (including legal expenses and attorneys’ fees) (whether known or unknown, absolute or contingent, liquidated or unliquidated, direct or indirect, due or to become due, accrued or not accrued, asserted or unasserted, related or not related to a third party claim, or otherwise) (collectively, “Losses”) are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from Your, or any of Your affiliates’ gross negligence or intentional misconduct. In addition, I agree that the Indemnified Parties shall have no liability for, and I agree to indemnify, defend and hold harmless the Indemnified Parties from all Losses that result from: (i) any noncompliance by Me with any of the terms and conditions of this Agreement; (ii) any third-party actions related to My use of the App or the Website; (iii) My or My agent’s misrepresentation or alleged misrepresentation, or act or omission; (iv) Indemnified Parties following My or My agent’s directions or instructions, or failing to follow My or My agent’s unlawful or unreasonable directions or instructions; (v) any activities or services of the Indemnified Parties in connection with My Digital Dollar Account (including any technology services, reporting, trading, research or capital introduction services, settlement or processing of any transfer of funds to or from My Account(s) herein); or (vi) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to Me. Further, if I authorize or allow third parties to gain access to Your services, including My Accounts, I will indemnify, defend and hold harmless You, Your affiliates, and Your and Your affiliates’ respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use. Dollarize Financial does not warrant against loss of use or any direct, indirect or consequential damages or Losses to Me caused by My assent, expressed or implied, to a third party accessing My Digital Dollar Account or information, including access provided through any other third party systems or sites.
- (C) I consent to the use of automated systems or service bureaus by You and Your affiliates in conjunction with My Account, including record keeping, reporting and account reconciliation and risk management systems (collectively “Automated Systems”). I understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure and errors in the design or functioning of such Automated Systems (collectively, a “System Failure”) that could cause substantial damage, expense, or liability to Me. I understand and agree that Indemnified Parties will have no liability whatsoever for any of My Losses arising out of or relating to a System Failure. I also agree that Indemnified Parties will have no responsibility or liability to Me in connection with the performance or non- performance by any third party or any of their respective agents or affiliate. I agree that Indemnified Parties will have no liability, to Me or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control; and (ii) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits,



trading losses and damages) that I may incur in connection with My use of the App, the Website, and other services provided by Indemnified Parties under this Agreement. Further, if I authorize or allow third parties to gain access to Your services, including My Accounts, I will indemnify, defend and hold harmless You, Your affiliates, and Your and Your affiliates' respective officers and employees against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use.

**13. Effect of Attachment or Sequestration of Accounts.** You shall not be liable for refusing to obey any instruction given by or for Me with respect to any of My Accounts that has or have been subject to an attachment or sequestration in any legal proceeding against Me, and You shall be under no obligation to contest the validity of any such attachment or sequestration.

**14. Fees and Charges.** I understand that Dollarize Financial may charge fees, subject to the Fee Schedule, for executing Transactions and for other services provided under this Agreement in connection with My Digital Dollar Account. Specifically, Dollarize Financial offers multiple pricing plans ("Plans") as further detailed on the Fee Schedule. Depending on the Plan I choose, I may be subject to a monthly fee ("Monthly Fee"). I understand that depending upon the Plan I choose, various fees, charges, or other costs will differ. I agree to pay all applicable federal, state, local, and foreign taxes. I authorize Dollarize Financial to automatically debit My Digital Dollar Account, charge my debit or credit card, and/or adjust a Transaction for any such charges, fees, and taxes. Fee rates are available at <https://dollarize.me/en/pricing-plans.aspx>. I agree to pay any such fees at the then-prevailing rate. I acknowledge that the prevailing rate of fees may change, and that change may occur without notice, unless required by applicable law. I agree to be bound by such changes. I understand that Circle, Dollarize, Nexos, Alpaca or any other third party service provider may charge Me fees separate and apart from the fees provided for under this Agreement or as evidenced on the Fee Schedule, pursuant to the applicable agreements and/or terms and conditions governing the provision of such services.

**15. Electronic Delivery of Account Information.** All communications, notices, legal disclosures, and other materials related to My Digital Dollar Account or this Agreement, including account statements, notices, disclosures, regulatory communications and other information, documents, data and records regarding My Digital Dollar Account (the "Communications"), or an alert that any such Communication has been posted to the secure section of the Website or the App, and is available for viewing, may be sent to Me at the mailing address for My Digital Dollar Account or the e-mail address that I have given to You in My account application (to either e-mail address in the case of joint accounts where each account holder has given an e-mail address; notice to both e-mail addresses is not required) or at such other address as I may hereafter give You in writing or by e-mail at least ten (10) calendar days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to Me personally, whether actually received or not. I will read and understand the Communications provided to Me and in the event I do not will contact the provider of the Communication be it You, Your affiliate, or a third party.

**16. Arbitration.** THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. BY ENTERING INTO THIS AGREEMENT THE PARTIES AGREE AS FOLLOWS:

ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED;

ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED;

THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;

THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION; AND

THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

THIS ARBITRATION PROVISION SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES IN THIS AGREEMENT. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN DOLLARIZE FINANCIAL AND CUSTOMER OR THEIR REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS, ARISING OUT OF, IN CONNECTION WITH, FROM, OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR OTHER AGREEMENTS RELATING TO YOUR ACCOUNT, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF DOLLARIZE FINANCIAL'S BUSINESS OR ANY ACCOUNT (COLLECTIVELY, "CLAIMS"), SHALL BE CONDUCTED SOLELY BY ARBITRATION PURSUANT TO THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION. ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE UPON THE OTHER PARTY. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON OR ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY. ANY SUCH ARBITRATION SHALL BE HELD IN THE CITY AND STATE WHERE DOLLARIZE FINANCIAL'S PRINCIPAL OFFICE IS LOCATED AT THE TIME SUCH ARBITRATION IS COMMENCED. THE PARTIES AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, AND THE CLIENT EXPRESSLY WAIVES ANY RIGHT TO BRING A CLASS ACTION LAWSUIT OR ARBITRATION AGAINST DOLLARIZE FINANCIAL OR ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.

Notwithstanding the foregoing or anything to the contrary in this Agreement, in no way shall this Agreement constitute a waiver or limitation of rights that I may have under federal or state law to pursue a remedy by other means if and to the extent such laws guaranty such right to Me and do not permit the waiver thereof.

- 17. Electronic Signatures; Modifications to the Agreement.** I agree to transact business with You electronically. By electronically signing an application for an Account, I acknowledge and agree that such electronic signature is valid evidence of My consent to be legally bound by this Agreement and such subsequent terms as may govern the use of Your services. The use of an electronic version of any document fully satisfies any requirement that the document be provided to Me in writing. I accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. I acknowledge and agree that Dollarize Financial may modify this Agreement from time to time and I agree to consult the Website from time to time for the most up-to-date Agreement. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and

maintained in printed form. I agree to not contest the admissibility or enforceability of Dollarize Financial's electronically stored copy of the Agreement.

**18. Consent to Electronic Delivery of Documents.**

- (A) **Consent.** By agreeing to electronic delivery, I am giving My informed consent to electronic delivery of all Account Documents, as defined below, other than those I have specifically requested to be delivered in paper form. "Account Documents" include notices, disclosures, current and future account statements, regulatory communications, tax-related documents, and any other information, documents, data, and records regarding My Account, this Agreement (including amendments to this Agreement), and the services delivered or provided to Me by Dollarize Financial. I agree that I can access, view, download, save, and print any Account Documents I receive via electronic delivery for My records.
- (B) **Electronic Delivery System.** I acknowledge that Your primary methods of communication with Me include (A) posting information on the Website, (B) providing information via the App, (C) sending email(s) to My email address of record, and, to the extent required by law, (D) providing Me with notice(s) that will direct Me to the App or the Website where I can read and print such information. Unless otherwise required by law, You reserve the right to post Account Documents on the Website without providing notice to Me. Further, You reserve the right to send Account Documents to My postal or email address of record, or via the App or Website. I agree that all Account Documents provided to Me in any of the foregoing manner is considered delivered to Me personally when sent or posted by Dollarize Financial, whether I receive it or not. Further, I agree that all such Account Documentation will be deemed correct unless I provide notice to You of any error in the Account Documentation in accordance with the terms set forth herein. All e-mail notifications regarding Account Documents will be sent to My e-mail address of record. I agree to maintain the e-mail address that I have provided You until I provide You with a new one. I understand that e-mail messages may fail to transmit promptly or properly, including being delivered to SPAM folders. I further understand that it is My sole responsibility to ensure that any emails from You or Your Affiliates are not marked as SPAM. Regardless of whether or not I receive an e-mail notification, I agree to check the Website regularly to avoid missing any information, including time-sensitive or otherwise important communication. If I authorize someone else to access the e-mail account I have provided You, I agree to tell them to share the Account Documents with Me promptly, and I accept the risk that they will see My sensitive information. I understand that if I use a work e-mail address or computing or communications device, My employer or other employees may have access to the Account Documents. Additionally, I acknowledge that the Internet is not a secure network and agree that I will not send any confidential information, including Account numbers or passwords, in any unencrypted e-mails. I also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold You, Your Affiliates, and Your and Your Affiliates' respective officers and employees harmless for any such access regardless of the cause. I agree to promptly and carefully review all Account Documents when they are delivered and notify Dollarize Financial in writing within five (5) calendar days of delivery if I object to the information provided (or other such time specified herein). If I fail to object in writing within such time, Dollarize Financial is entitled to treat such information as accurate and conclusive. I will contact You to report any problems with accessing the Account Documents or any other issue I may encounter.
- (C) **Costs.** Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and I agree to bear these

costs. Dollarize Financial will not charge Me additional online access fees for receiving electronic delivery of Account Documents

- (D) Archival. Upon My request, I may obtain copies of up to six (6) prior years of My Digital Dollar Account statements, and three (3) prior years of My Transaction confirmations.
- (E) Revocation of Consent. Subject to the terms of this Agreement, I may revoke or restrict My consent to electronic delivery of Account Documents at any time by notifying Dollarize Financial in writing of My intention to do so. I also understand that I have the right to request paper delivery of any Account Document that the law requires Dollarize Financial to provide Me in paper form. Dollarize Financial will not treat My request for paper copies as a withdrawal of My consent to electronic delivery of Account Documents. I understand that if I revoke or restrict My consent to electronic delivery of Account documents. I understand that if I revoke or restrict My consent to electronic delivery of Account Documents or request paper delivery of same, Dollarize Financial, in its sole discretion, may charge Me a reasonable service fee for the delivery of any Account Document that would otherwise be delivered to Me electronically, restrict or close My account, or terminate My access to Dollarize Financial's services. I understand that neither My revocation or restriction of consent, My request for paper delivery, nor Dollarize Financial's delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while My consent was in effect.
- (F) Duration of Consent. My consent to receive electronic delivery of Account Documents will be effective immediately and will remain in effect unless and until either I or Dollarize Financial revokes it. I understand that it may take up to three (3) business days to process a revocation of consent to electronic delivery, and that I may receive electronic notifications until such consent is processed.
- (G) Hardware and Software Requirements. I understand that in order to receive electronic deliveries, I must have access to a computer or mobile device with Internet access, a valid e-mail address, and the ability to download such applications as Dollarize Financial may specify and to which I have access. I also understand that if I wish to download, print, or save any information I wish to retain, I must have access to a printer or other device in order to do so.
- (H) Consent and Representations. I hereby agree that I have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, I hereby agree to all conditions outlined above with respect to electronic delivery of any Account Document. I will maintain a valid e-mail address and continue to have access to the Internet. If My e-mail address changes, I agree to immediately notify Dollarize Financial of My new e-mail address in writing.

**19. Force Majeure.** Dollarize Financial may, in its reasonable opinion, determine that a Force Majeure Event exists. A "Force Majeure Event" for the purposes of this Agreement will include, but is not limited to, the following: (a) any act, event or occurrence (including, without limitation, any act of God, strike, riot or civil unrest, epidemic, pandemic, act of terrorism, war (declared or undeclared), fire, industrial action, acts and regulations of any governmental or supra national bodies or authorities) that, in Dollarize Financial's opinion, prevents it from maintaining My Account; (b) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply, or electronic or communications equipment failure; or (c) the failure of any relevant supplier, service provider, financial institution, agent or principal of ours, dealer, exchange, clearing house or regulatory or self-regulatory organization, for any reason, to perform its obligations. If Dollarize

Financial determines that a Force Majeure Event exists, Dollarize Financial may, without notice to Me, and at any time, acting reasonably, take one or more of the following steps: (i) cease processing any instruction or direction related to a Deposit, Withdrawal, Order or Deposit Account Transfer; or (ii) suspend or modify the application of all or part of this Agreement to the extent that the Force Majeure Event makes it impossible or impracticable for Dollarize Financial to comply thereto. I agree that Dollarize Financial and its affiliates will not be liable in any way to Me or to any other person in the event of a Force Majeure Event, nor for Dollarize Financial's actions pursuant to this Section if Dollarize Financial decides to take such action. The parties shall be released of all responsibilities for partial or full non-fulfilment, as well as for improper fulfilment of the obligations under this Agreement, if such non-fulfilment or improper fulfilment was a result of a Force Majeure Event.

## 20. Miscellaneous Provisions.

- (A) Applicable Law. This Agreement and all activity effectuated in My Digital Dollar Account shall be governed by the laws of the State of New York (regardless of the choice of law rules thereof).
- (B) Interpretation. The heading of each provision hereof is for descriptive purposes only and shall not be (1) deemed to modify or qualify any of the rights or obligations set forth herein or (2) used to construe or interpret any of the provisions hereunder. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The word "or," when used in this Agreement, has the inclusive meaning represented by the phrase "and/or." Unless the context of this Agreement otherwise requires: (i) words using the singular or plural number also include the plural or singular number, respectively; and (ii) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to this entire Agreement. References to any law shall be deemed to refer to such law as amended from time to time and to any rules or regulations promulgated thereunder. All personal pronouns used in the Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, if and where applicable.
- (C) Binding effect; Assignment. This Agreement shall bind My heirs, assigns, executors, successors, conservators and administrators. I may not assign this Agreement or any rights or obligations under this Agreement without first obtaining Your prior written consent. You may assign, sell, or transfer My Digital Dollar Account and this Agreement, or any portion thereof, at any time, without My prior consent.
- (D) Privacy Policy. I authorize You to share information about Me and My Account(s) with Dollarize, or any of Your affiliates, agents or third parties. The Dollarize Financial privacy notice is available to Me by accessing [https://www.dollarize.me/legal/dollarize\\_privacy.pdf](https://www.dollarize.me/legal/dollarize_privacy.pdf).
- (E) Severability. If any provisions or conditions of this Agreement, or any application thereof to any person, entity, or circumstance, are or become to any extent inconsistent with any present or future law, rule, or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed to any extent invalid or unenforceable by any court of competent jurisdiction, such provisions shall be deemed rescinded or modified, to the extent permitted by applicable law, to make this Agreement in compliance with such law, rule, or regulation, or to be valid and enforceable, but in all other respects, this Agreement shall continue in full force and effect and be valid and enforceable to the fullest extent permitted by law.

- (F) Website Postings. I agree and understand that Dollarize Financial may post other specific agreements, disclosures, policies, procedures, terms, and conditions that apply to My use of the App, the Website, or My Digital Dollar Account on the Website (“Website Postings”). I understand that it is My continuing obligation to understand the terms of the Website Postings, and I agree to be bound by the Web Postings as are in effect at the time of My use.
- (G) Entirety of Agreement. This Agreement, any attachments hereto, other agreements and policies referred to in this Agreement (including the Website Postings), and the terms and conditions contained in My Digital Dollar Account statements and confirmations, contain the entire agreement between Dollarize Financial and Me and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Dollarize Financial and Me, provided, however, that any and all other agreements between Dollarize Financial and Me, not inconsistent with this Agreement, will remain in full force and effect.
- (H) Amendment. You may at any time amend this Agreement without prior notice to Me. The current version of the Agreement will be posted on the Website and My continued Account activity after such amendment constitutes My agreement to be bound by all then-in-effect amendments to the Agreement, regardless of whether I have actually reviewed them. Continued use of the App, the Website or any other Dollarize Financial’s services after such posting will constitute My acknowledgment and acceptance of such amendment. I agree to regularly consult the Website for up-to-date information about Dollarize Financial services and any modifications to this Agreement. You are not bound by any verbal statements that seek to amend the Agreement.
- (I) Termination. You may terminate this Agreement, or close, deactivate, or block access to My Digital Dollar Account at any time in Your sole discretion. I will remain liable to You for all obligations incurred in My Digital Dollar Account, pursuant to this Agreement, or otherwise, whether arising before or after termination. I may terminate this Agreement after paying any obligations owed upon written notice. This Agreement survives termination of My Account.
- (J) No Waiver; Cumulative Nature of Rights and Remedies. I understand that Your failure to insist at any time upon strict compliance with any term contained in this Agreement, any delay or failure on Your part to exercise any power or right given to You in this Agreement, a continued course of such conduct on Your part, or any course of dealing with respect to any right, power, or privilege under this Agreement shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other further exercise or the exercise of any other right, power, or privilege under this Agreement. All rights and remedies given to You in this Agreement are cumulative and not exclusive of any other rights or remedies to which You are entitled.
- (K) Customers. I understand that the Platform and the associated services provided by Dollarize Financial are intended solely for residents of jurisdictions where the opening of and maintenance of the Account is legal. The Platform shall not be considered a solicitation to any person in any jurisdiction where such solicitation would be illegal.

ACCEPTED AND AGREED: I acknowledge that I have read the preceding terms and conditions of this Agreement, that I understand them and that I hereby manifest My assent to, and My agreement to comply with, those terms and conditions by clicking “Submit Application.” I also understand that by clicking “I Accept” I have acknowledged that this Agreement contains an arbitration clause.