

BAKKT CARD ISSUED BY SUTTON BANK

Monthly fee	Per purchase	ATM withdrawal	Cash reload
\$0	\$0	N/A	\$0
ATM balance inquiry		N/A	
Customer Service		\$0	
Inactivity		\$0	
We charge no other types of fees.			
No Credit or Overdraft Feature.			
Your funds are not FDIC Insured.			
For general information about prepaid accounts, visit cfpb.gov/prepaid . Find details and conditions for all fees and services in the cardholder agreement, or call (800) 322-1719 or visit https://www.bakkt.com/ .			

THERE IS NO FEE FOR PURCHASING OR ACTIVATING THE CARD

BAKKT CARD FEE SCHEDULE

Below is a list of all fees for the BAKKT Card issued by SUTTON BANK:

Get Started		
<i>Card Purchase</i>	<i>\$0</i>	<i>Fee charged for purchase of the Bakkt Card.</i>
<i>Secondary Card Purchase Fee</i>	<i>\$0</i>	<i>Fee charged for purchase of secondary Bakkt Card.</i>
Monthly Usage		
<i>Monthly Maintenance Fee</i>	<i>\$0</i>	<i>There is no monthly maintenance fee</i>
Add Money		
<i>Bank Account Transfer</i>	<i>\$0</i>	<i>There is no fee charged by us when funds are transferred from your Bank Account via ACH to your Card Account.</i>
Spend Money		
<i>Signature Transaction Fee</i>	<i>\$0</i>	<i>There is no fee assessed when signature versus PIN used during transaction (e.g. Point of Sale transaction).</i>
Get Cash		
<i>ATM Withdrawal-In Network</i>	<i>N/A</i>	<i>You cannot withdraw cash from an ATM.</i>
<i>ATM Withdrawal-Out-of Network</i>	<i>N/A</i>	<i>You cannot withdraw cash from an ATM..</i>
<i>Cash Back at Point of Sale</i>	<i>\$0</i>	<i>We do not charge a fee for this service. Retailers may charge fees.</i>
<i>ATM Decline-In Network</i>	<i>N/A</i>	<i>You cannot withdraw cash from an ATM.</i>
<i>ATM Decline-Out-of Network</i>	<i>N/A</i>	<i>You cannot withdraw cash from an ATM.</i>
Information		
<i>Automated & Live Agent Phone Calls</i>	<i>\$0</i>	<i>There is no fee for calling our customer service line.</i>
<i>Mailed Periodic Statement Fee</i>	<i>\$0</i>	<i>There is no fee for this request.</i>
<i>ATM Balance Inquiry (In-Network)</i>	<i>N/A</i>	<i>You cannot use your card at an ATM</i>
<i>ATM Balance Inquiry (Out-of-Network)</i>	<i>N/A</i>	<i>You cannot use your card at an ATM</i>
Using your card outside the U.S.		
<i>ATM Withdrawal-International</i>	<i>N/A</i>	<i>You cannot withdraw cash from an ATM.</i>

<i>ATM Decline-International</i>	<i>N/A</i>	<i>You cannot withdraw cash from an ATM.</i>
<i>ATM Balance Inquiry (International)</i>	<i>N/A</i>	<i>You cannot use your card at an ATM.</i>
<i>Foreign Transaction Fee</i>	<i>\$0</i>	<i>We do not charge a fee for this service. You may be charged a fee by any retailers or financial institutions involved in your transaction.</i>
<i>Other</i>		
<i>Inactivity Fee</i>	<i>\$0</i>	<i>There is no fee for inactivity.</i>
<i>Replacement Card (Standard Delivery)</i>	<i>\$0</i>	<i>Per replacement card ordered.</i>
<i>Replacement Card (Expedited Delivery)</i>	<i>\$0</i>	<i>Per replacement card ordered.</i>
<i>Paper Check Fee</i>	<i>\$0</i>	<i>Per paper check requested.</i>
<i>Account Closure/Balance Refund Fee</i>	<i>\$0</i>	<i>There is no fee assessed when account is closed with a remaining balance to be refunded.</i>

Your funds are not FDIC Insured.

No overdraft/credit feature.

Contact Bakkt Marketplace, LLC by calling (800) 322-1719 or by mail at help@bakkt.com. Visit www.bakkt.com to learn more about the Program and to view our privacy policy.

For general information about prepaid accounts, visit cfpb.gov/prepaid.

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

BAKKT CARD PROGRAM AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES (1) AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER AND (2) YOUR AUTHORIZATION FOR THE CARD ACCOUNT (AS DEFINED BELOW) TO BE CHARGED FOR ALL FEES ASSOCIATED WITH THE PROGRAM, IF ANY. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE WITHIN 45 DAYS AFTER YOUR FIRST CARD PURCHASE.

PLEASE VISIT WWW.BAKKT.COM (THE “WEBSITE”) TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND https://www.suttonbank.com/_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf TO VIEW, PRINT, AND SAVE OUR PRIVACY POLICY. CONTACT CUSTOMER SERVICE AT 800-322-1719 WITH QUESTIONS ABOUT THIS AGREEMENT OR YOUR CARD.

This Agreement is a contract between you and Sutton Bank (the “Bank”). This Agreement contains the terms and conditions governing the Bakkt Program (the “Program”), including the Bakkt prepaid virtual card (the “Card”). By accepting, activating, and/or using the Card, you represent that you have read and understand this Agreement and agree to be bound by the terms and conditions contained in this Agreement including our Privacy Policy, available at www.suttonbank.com, and the accompanying fee schedule. If you do not agree to these terms and conditions, you may not use the Card. The Card can be used on the Visa® network (“Payment Network”) to spend funds loaded into your Card Account as set forth below.

The following definitions and instructions apply to this Agreement: “You”, “your”, and “Cardholder” mean the person who submits an initial request for a Card or buys a Card and is authorized to use a Card as provided for in this Agreement. “We,” “us,” and “our” mean the Bank and/or its successors, affiliates, and assignees. “Card Account” means the account associated with your Card in which we account for the loads, transactions, fees and other claims associated with your Card. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

PROGRAM DETAILS AND SERVICES PROVIDED

1. Card Use. The Card is a prepaid card usable wherever prepaid debit cards bearing the Payment Network's brand on your Card are accepted worldwide subject to your available Card Account balance and the other terms and conditions of this Agreement. The Card is not a gift card. The Card is not a device that accesses money in an individual checking or savings account. When you use your Card, you are redeeming the value on the Card and not making a withdrawal from a checking or savings account. Your Card is NOT a bank deposit account, debit card, or a charge card that allows you to make purchases or obtain advances and pay later. The Card will have a printed expiration date and the Card will expire, in accordance with applicable law, on the expiration date. If your Card Account is in good standing and you have available funds on the Card, we will issue you a new Card upon expiration. The Card is our property and is nontransferable. We may revoke or suspend your Card or any features or services of your Card at any time without cause or notice. You must surrender a revoked Card and you may not use an expired or revoked Card. You are required to notify us promptly if the Card is lost or stolen.
2. Registering for the Program. To participate in the Program, you must (a) accept and agree to this Agreement and our Privacy Policy, (b) register with us on the Program's website or in the Program's mobile app; (c) be a U.S. citizen (or a legal resident with a U.S. tax ID number) of at least 18 years of age (or older if residing in a state where the majority age is older) (except if we provide you a written exception to this requirement); (d) you have provided us with a verifiable address (not a P.O. Box); and (e) provide all requested information, such as your name, date of birth, address, email address, and social security number, and such other information as we may request from time to time (collectively, “User Information”). You represent and warrant that all information, including User Information, you provide us from time to time is truthful, accurate, current, and complete. You agree to notify us promptly of changes to any User Information.
3. Address and Name Changes. You are responsible for notifying us on the Website, in the mobile app, or at the telephone number above of any change in your name, physical address, phone number, mailing address, or email address. Requests for address or name changes may be subject to additional verification requirements.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are responsible for any release of your Card Account information to such individual in an e-mail to the provided e-mail address.

4. USA PATRIOT Act. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens a Card Account. When you open a Card Account, we will ask for User Information, including, but not limited to, your name, address, date of birth, Social Security Number, phone number, and other information, that will allow us to identify you. We may also ask to see a copy of your driver's license or other identification documents.

After your Card Account is opened, we may ask again to see a copy of your driver's license or other identifying documents at any time if we deem it is necessary to verify your identity, address, or transactions on your Card Account. If we ask for specific identifying documents, we will have the right to immediately close or suspend your Card Account if those specific documents are not provided. These measures are specifically designed to help us protect your identity and identify possible fraud on your Card Account.

5. Activating Your Card. You must activate your Card before it can be used. In order to activate your Card, you will need to follow our provided instructions and provide certain User Information so we can verify your identity.
6. Fees. **The fee schedule located at the top of this Agreement lists the fees applicable to the Program, if any.** If you believe a fee was charged in error, contact Customer Service. Except as otherwise provided in this Agreement, we will deduct all fees from your Card Account balance.
7. Authorized Users. You are responsible for all authorized transactions and fees incurred by use of your Card and Card Account. If you permit another person to use your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons.

Using Your Card. Your Card is a member of the Payment Network. You may use your Card to make purchases wherever merchants accept cards from the Payment Network for debit card purchases, subject to our transaction limits (see *Transaction Limits*). You must have enough funds loaded onto your Card Account to pay for your purchase and you must have enough funds not subject to a hold (see *Merchant Holds on Available Funds*). If you do not have sufficient available funds, the transaction will be declined. Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not authorized to use funds added to your Card Account in error. Adjustments may be made to your Card Account to reverse an error, reflect a merchant adjustment, or resolve a dispute regarding a transaction posted to your Card Account. Nevertheless, if a transaction exceeds the amount of available funds in your Card Account, you will be fully liable to us for the full amount of the transaction and any applicable fees. The Card is for personal use only. You agree not to use the Card for business purposes. We may, in our sole discretion, close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the law or the terms of this Agreement. If your Card Account has a negative balance, you agree: (a) that we may automatically apply any subsequent deposits to your Card Account to satisfy the negative balance, and (b) to pay us on demand by a personal check, money order, or other payment method authorized by us for the amount of the negative balance.

You may not use your Card for online gambling, escort services, or illegal transactions. We may refuse to issue a Card, revoke or suspend your Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. For security reasons, we may limit the number or amount of transactions you can make with the Card. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card.

8. Merchant Holds on Available Funds. When you use your Card or Card number to initiate a transaction at certain merchant locations, such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the available funds in your Card Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to you for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take up to seven days for the hold to be removed; in certain circumstances it may take longer for the hold to be removed. During that period, you will not have access to the funds subject to the hold.
10. Fraudulent, Suspicious, or Criminal Card Account Activity. We reserve the right to block, suspend, or cancel your Card, as a result of our policies and processes, if we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity inconsistent with this Agreement. We may temporarily suspend or "freeze" your Card Account and attempt to contact you if we notice transactions that are unusual or appear suspicious. If we exercise this right, we will incur

no liability to you because of any resulting unavailability of the funds in your Card Account or your inability to use your Card.

11. No Cash Access. You may not use your Card to obtain cash at automated teller machines ("ATMs").
12. Adding Funds to Your Card Account. Subject to the limitations set forth in this Agreement (*see* Transaction Limits), you may add funds to your Card Account only as described below. Except if you have a negative balance, you may not add funds to your Card Account by sending cash, personal checks, cashier's checks, or money orders to the Bank. The Bank will return all checks and money orders unless your Card Account has a negative balance, in which case the Bank may, in its sole discretion, apply the proceeds of the check or money order towards the negative balance of your Card Account. Depending on the method, certain fees may apply when you add funds to your Card Account. Please refer to the fee schedule above.

When the Card is used for a transaction at a merchant, an authorization request will be transmitted to us from that merchant. We will communicate with Bakkt to determine if you have sufficient funds in your Bakkt wallet to load funds to your Card Account in the amount needed to complete the transaction. If there are sufficient funds available and the transaction is authorized, funds will be transferred to your Card Account. The funds will then be deducted from your Card Account in the amount of the transaction. If there are not sufficient funds available for the amount of the purchase or the transaction is not authorized, then no funds will be added to your Card Account and the transaction will be declined.

13. Transaction Limits. Your card account is subject to the following transaction limits:

- The maximum amount that can be spent using your Card Account is \$2,500 per transaction.
- The maximum amount that can be spent using your Card Account in a 1-day period is \$2,500.
- The maximum amount that can be spent using your Card Account is \$15,000 per month.

In order to protect your Card Account, we may temporarily impose limits on the dollar amount, number, and type of transactions performed using your Card and your Card Account. To the extent permitted by applicable law, we reserve the right to: (a) change the transaction limits; (b) limit, block, or place a hold on certain types of transfers or transactions; and (c) limit, suspend, or block transfers from particular persons, entities, or payment cards.

14. Transaction History. You may obtain information about the funds you have remaining in your Card Account by contacting Customer Service. This information, along with a 12-month history of Card Account transactions, is also available on our website. You also have the right to obtain at least 24 months of written history of account transactions by contacting Customer Service.
15. Preauthorized Transfers. Except as otherwise provided in this Agreement, you may use your Card to make regular, preauthorized payments to merchants. You can stop any of these payments. Here's how:

Contact Customer Service in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. If we do not receive your request at least 3 business days before the transfer is scheduled, we may attempt, in our sole discretion, to stop the payment. However, we assume no responsibility for our failure or refusal to do so, even if we accept your stop payment request. If we do not receive a written request within 14 days, we may honor subsequent debits to your Card Account. For individual payments, please specify the exact amount (dollars and cents) of the payment you want to stop, the scheduled date of the payment, and the identity of the payee. Unless you tell us that all future payments to a specific recipient are to be stopped, we may treat your stop-payment order as a request concerning the one payment only. If you order us to stop one of these payments at least three business days before the payment is scheduled and we do not do so, we will be liable for your losses or damages related thereto.

16. Transactions in Foreign Currencies. If you withdraw funds (if your card allows cash withdraws (*see Cash Access*)) or make a purchase using your Card in a currency other than in U.S. dollars, the amount deducted from the available funds in your Card Account will be converted by the Payment Network into U.S. dollars. The applicable exchange rate will be selected by the Payment Network from the range of rates available in wholesale currency markets for the applicable central

processing date, which may vary from the rate the Payment Network itself receives or the government-mandated rate. The exchange rate used on the central processing date may be different than the rate that was in effect on the date you performed the transaction. For each foreign currency transaction, the Bank may assess a foreign currency conversion fee and will retain this amount as compensation for its services. Please refer to the fee schedule above for the current foreign currency transaction fee. Transactions made outside of the United States, the District of Columbia, Puerto Rico, and other U.S. territories are also subject to this conversion fee even if they are completed in U.S. currency.

17. Receipts. You can get a receipt for each transaction.

18. Replacement Cards. The terms of this Section 18 shall apply in the case the Program also involves a physical card that accesses your Card Account. If applicable, the expiration date of your physical card is identified on the front of such card. If there is a positive balance of funds in your Card Account upon expiration of your physical card and your Card Account is in good standing, we may issue you a new physical card. We may also issue you a new physical card when your card expires even if you have no funds in your Card Account. Under certain circumstances, it may be necessary for us to replace your card prior to expiration at no charge to you. If you have been issued a physical card and need to replace your card for any reason, please contact Customer Service. You will need to provide certain User Information so we can verify your identity. There may be a fee for replacement cards. Please see the fee schedule above.

19. Refunds and Returns. Neither the Bank, the Payment Network, third parties who provide services to the Bank or who are involved in establishing or maintaining the Program, nor their respective affiliates, employees or agents are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card or any damages resulting directly or indirectly from the use of the Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

POLICIES AND PROTECTIONS

1. Confidentiality. Your privacy is very important to us. We may disclose information to third parties about you, your Card and Card Account, and the transactions you make: (a) as necessary to effect, administer, or enforce a transaction requested or authorized by you; (b) with your consent; (c) to protect against or prevent actual or potential fraud, unauthorized transactions, or other liability; (d) to comply with government agency or court orders; (e) as permitted and required by applicable law; and (f) as otherwise provided in our Privacy Policy. By participating in the Program, you consent to the collection, use, and disclosure of your information as set forth in this Agreement and our Privacy Policy, which is available on our website.

2. Our Liability to You. If we do not complete an electronic fund transfer to or from your Card Account on time or in the correct amount according to this Agreement, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable if: (a) through no fault of ours, you do not have enough available funds in your Card Account to perform the transaction; (b) circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or natural disaster) prevent or delay the transfer despite reasonable precautions taken by us; (c) the system, ATM, or point-of-sale terminal was not working properly and you knew about the problem when you initiated the transaction; (d) the funds in your Card Account are subject to legal process or are otherwise not available for transactions; (e) the merchant refuses to accept your Card; (f) if access to your Card has been blocked after you reported your Card lost or stolen; (g) if we have reason to believe the transaction is unauthorized; or (h) the transaction cannot be completed because your Card is damaged.

3. Account Errors. In Case of Errors or Questions About Your Prepaid Account contact Customer Service (number provided above) as soon as you can, if you think an error has occurred in your prepaid account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by contacting Customer Service. You will need to tell us:

Your name and account number.

Why you believe there is an error, and the dollar amount involved.

Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

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

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, contact Customer Service at the telephone number shown above.

Additionally, the Payment Network may provide you with additional liability protections. For more details on the applicability of these protections, please call Customer Service or visit our website.

4. **Your Liability for Unauthorized Transactions.** Tell us **AT ONCE** if you believe your Card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your Card, you can lose no more than \$50 if someone used your Card without your permission.

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

Also, if your statement or account history shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the earlier of when you accessed your account history or a written statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. You agree to cooperate reasonably with us in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card Account.

5. **Unclaimed Property.** If your Card Account becomes inactive, applicable law may require us to report the funds in your Card Account as unclaimed property. If this occurs, we may try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any funds in your Card Account to the applicable state as unclaimed property. The specified period of time to report and send funds in an inactive Card Account to a state varies by state, but usually ranges between two and five years.
6. **Cancellation and Suspension.** To the extent permitted by applicable law, we may cancel or suspend your Card, your Card Account, or this Agreement immediately, for any reason, and without notice to you. You may cancel your Card, your Card Account, or this Agreement at any time by notifying Customer Service. Cancellation or suspension of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to such cancellation or suspension. In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. The fee schedule above notes whether there is a fee for this service. We reserve the right to refuse to return the unused balance if it is less than \$1.00.

GENERAL TERMS

1. **Consent to Electronic Signatures and Electronic and Other Communication.**

Your E-SIGN Consent. This agreement is subject to our Electronic Communication and Signature Policy, which is available on our website. When you enrolled in this Program, you consented to this Policy. Your consent will remain in effect until you withdraw it. You may withdraw your consent at any time by contacting Customer Service.

Consent to Telephone and Email Contacts About Your Card Account. We may contact you from time to time about your Card Account. By providing us with your home telephone number, cellular telephone number, email address or other contact information, you hereby expressly authorize us, and our affiliates to contact you using the contact information you provide, including through the use of an automatic dialer, pre-recorded message service, or email alert. You may opt out or otherwise request we not contact you using the contact information you provided by contacting Customer Service. If you withdraw your consent, we reserve the right to close your Card Account and return your remaining balance as set forth in this Agreement (in which case you will no longer be able to use your Card or participate in the Program, except as expressly provided in this Agreement). Any withdrawal of your consent to receive Communications electronically or opting out of receiving contact from us will be effective only after we have a reasonable period of time to process your withdrawal and for Communications sent only after the withdrawal or opt out is effective.

2. Assignment. To the extent permitted by applicable law, we may assign this Agreement without obtaining your consent. You may not assign or transfer your Card, your Card Account, or this Agreement without our prior written consent.
3. Severability and Waiver. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected. We do not waive our rights by delaying or failing to exercise them at any time.
4. Amendment and Change in Terms. We may add to, delete, or amend this Agreement at any time in our sole discretion. We reserve the right, subject to applicable law, to deliver to you any notice of changes to existing terms or the addition of new terms by posting an updated version of this Agreement on our website or delivering notice of changes to you electronically. We may not give you advance notice if we need to make the change immediately in order to comply with applicable law or to maintain or restore the security of the Card or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card or any related payment system, we will provide notice to you within 30 days from the making of the change or as otherwise permitted or required by law.
5. Entire Agreement. This Agreement constitutes the entire and sole agreement between you and us with respect to the Program and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Program.
6. Business Days. Our business days are Monday through Friday, excluding federal holidays. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.
7. Service Limitations. Not every service described in this Agreement may be made available to you. We reserve the right, in our sole discretion, to limit or restrict your access to certain Card services. Any offer of a service is void where prohibited by law.
8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio consistent with the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1 *et seq.*, without giving effect to any principles that provide for the application of the law of another jurisdiction.
9. Indemnification. At our request, you agree to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys’ fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.
10. Disclaimer of Warranties. EXCEPT FOR ANY EXPRESS WARRANTIES WE PROVIDE IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. Limitation of Liability. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer the Program, Cards, the Card Accounts, and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the Program, Cards, the Card Accounts, any products or services purchased

using Card Accounts, or this Agreement (as well as any related or prior agreement that you may have had with us). You are not entitled to recover any indirect, consequential, exemplary, or special damages (whether in contract, tort, or otherwise) even if you have advised us of the possibility of such damages. You agree that your recovery for any alleged negligence or misconduct by us shall be limited to the total amount loaded onto the Card. This provision is invalid when and where prohibited by law.

12. DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER. For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Program, Cards, your Card Accounts, or this Agreement (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place telephonically or in the federal judicial district of your residence. As used in this Section, “we” and “us” mean the Bank and its subsidiaries, affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, “we” and “us” include any third party providing any product, service, or benefit in connection with the Program, Cards, your Card Accounts, or this Agreement (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section. As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the American Arbitration Association’s (“AAA”) Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”). This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.

You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in your state or municipality within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of your residence for such purpose. A request for such interim measures will not be deemed a waiver of the obligation to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators’ decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and we must abide by the following rules: (a) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING , BRING CLAIMS IN ANY ARBITRATION IN THE INTERESTS OF THE GENERAL PUBLIC OR ACT AS A PRIVATE ATTORNEY GENERAL; (b) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) we will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay, (d) we also reserve the right in our sole and exclusive discretion to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (g) subject to Section 11 (Limitation of Liability), the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) each party will pay its own attorneys’ fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys’ fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

This Section will survive termination of your Card Account or this Agreement as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of (a) and (b) in the prior paragraph (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either (a) or (b) in the prior paragraph (prohibiting arbitration on a class or collective basis)

is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence.

You may reject this Arbitration provision by sending a written rejection notice to us at: help@bakkt.com, or (800) 322-1719. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open Bakkt accounts you have will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this section or the Agreement.

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

This Card is issued by Sutton Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc.

This Agreement is effective March 30, 2021.