

## LEAD BANK CASH ACCOUNT AGREEMENT

### Cash Account Agreement / Terms & Conditions — Consumer and Business Cash Accounts

**IMPORTANT — PLEASE READ THIS AGREEMENT CAREFULLY.**

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (“ARBITRATION CLAUSE”) IN SECTION 23 REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION AND WAIVING A RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS. YOU MAY REJECT THE ARBITRATION CLAUSE BY SENDING US WRITTEN NOTICE WITHIN 45 DAYS AFTER YOU OPEN YOUR CASH ACCOUNT.**

#### **River Customer Support Contact Information:**

**Mailing Address:** River Financial Inc., 2261 Market Street, STE 22113, San Francisco, CA 94114  
**Website:** [www.river.com](http://www.river.com)  
**Email:** [support@river.com](mailto:support@river.com)  
**Phone Number:** (888) 801-2586

### **1. Cash Account Offering**

This Cash Account Agreement (this “**Agreement**”) constitutes the agreement between you and Lead Bank, Kansas City, Missouri (“**Lead Bank**” or “**Bank**”) for a stored value account (“**Cash Account**” or “**Account**”) made available to you, based on eligibility, when you open or maintain a user account with River Financial Inc. (“**River**”) and elect to use River’s USD services. “**River Services**” means the river.com website, the River mobile application, and any other related services, applications, and content provided by River. “**Cash Account**” means the records we maintain to account for the funds you hold with us through the River Services.

Lead Bank is an FDIC-insured member institution. River maintains the platform through which you access your Cash Account. River is the program partner responsible for providing customer service to you in connection with your Cash Account.

If you do not agree to the terms and conditions contained in this Agreement, then do not open a Cash Account, or you may contact River Customer Support to close your Account. Our business days are Monday through Friday, excluding federal holidays. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

#### **Account Types; How This Agreement Applies to You**

The Bank offers the Cash Account as either a **Consumer Cash Account** or a **Business Cash Account**. Your Cash Account is a Consumer Cash Account if it is opened by an individual for personal, family, or household purposes. Your Cash Account is a Business Cash Account if it is opened by or on behalf of a business entity, or otherwise for business purposes, in each case as described in Section 3. The River Services will indicate which type of Cash Account you hold.

This single Agreement governs both types of Cash Account. Except where this Agreement expressly states otherwise, its terms apply equally to Consumer Cash Accounts and Business Cash Accounts. A provision labeled “**Consumer Cash Accounts only**” applies to you only if you hold a Consumer Cash Account. A provision labeled “**Business Cash Accounts only**”

applies to you only if you hold a Business Cash Account. Provisions that carry no label apply to all Cash Accounts.

**Important Information About Opening a Cash Account**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person and legal entity that opens an account.

**Consumer Cash Accounts only:** What this means for you: when you open a Cash Account, we may ask for your name, address, date of birth, 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 identifying documents.

**Business Cash Accounts only:** What this means for you: when you open a Cash Account, we will ask for your legal entity name, physical address, taxpayer identification number, entity formation documents, and other information that will allow us to identify your business. We will also ask for identifying information — including name, address, date of birth, and government-issued identification — for each Authorized User and for the individuals who own or control your business, and we may ask to see copies of driver's licenses or other identifying documents for those individuals. Federal law also requires us to obtain and verify beneficial ownership information for legal entity customers in accordance with 31 C.F.R. § 1010.230, as amended.

## 2. Definitions

Capitalized terms used in this Agreement and not otherwise defined have the following meanings. Other capitalized terms not defined in this Agreement are defined in the River Terms of Service.

**“Account Number”** means the unique bank routing number and account number that may, subject to eligibility, be associated with your Cash Account and used to receive deposits and make payments.

**“ACH”** means the Automated Clearing House network.

**“Authorized User”** means, with respect to a Business Cash Account, each individual authorized by you, in accordance with River's onboarding and verification procedures, to act on your behalf in opening, accessing, and transacting on your Cash Account. An individual designated as an “Authorized User” under River's procedures or the River Terms of Service is an Authorized User for purposes of this Agreement.

**“Available Balance”** means the balance of funds in your Cash Account that are settled and available for transfer, withdrawal, or to fund a Bitcoin purchase through River.

**“Beneficial Owner”** means, with respect to a Business Cash Account, each individual required to be identified under 31 C.F.R. § 1010.230, as amended, including each individual who owns the requisite percentage of the equity interests of your business and an individual with significant responsibility to control, manage, or direct your business.

**“Bill Pay”** means the ability, where offered, to authorize a third party (a “Counterparty”) to initiate a debit from your Cash Account by providing your Account Number.

**“Business Cash Account”** means a Cash Account described as such in Section 1 and Section 3.

**“Cash Account Balance”** refers to the balance of funds in your Cash Account.

**“Consumer Cash Account”** means a Cash Account described as such in Section 1 and Section 3.

**“River Services”** has the meaning given in Section 1.

**“River User Account”** means the user account you maintain with River.

**“We”, “our”, and “us”** means the Bank, our successors, affiliates, or assignees.

**“You” and “your”** means the owner of the Cash Account. For a Consumer Cash Account, “you” means the individual who owns the Cash Account. For a Business Cash Account, “you” means the business entity that owns the Cash Account, acting through its Authorized Users.

### 3. About Your Cash Account

The Cash Account is available only to River customers in good standing who meet the eligibility requirements below for their account type.

**Consumer Cash Accounts only:** To be eligible for a Consumer Cash Account, you must be at least eighteen (18) years of age, be a citizen or permanent legal resident of the United States with a valid Social Security number or individual tax identification number, and have provided us with a verifiable U.S. street address (not a P.O. Box).

**Business Cash Accounts only:** To be eligible for a Business Cash Account, you must: (i) be a corporation, limited liability company, partnership, sole proprietorship, nonprofit organization, trust, or other form of organization acceptable to us, organized or registered in, and with a principal place of business in, the United States; (ii) have a valid U.S. taxpayer identification number; (iii) have provided us with a verifiable U.S. street address (not a P.O. Box); and (iv) not be engaged in any business, industry, or activity that we or River prohibit. Each Authorized User must be at least eighteen (18) years of age and must complete River’s identity verification procedures.

**Business Cash Accounts only:** You may act under this Agreement, and access and transact on your Cash Account, only through your Authorized Users. You represent and warrant that each Authorized User has authority to act on your behalf with respect to the Cash Account, and you are bound by, and responsible for, every instruction, transaction, agreement, and other action taken by an Authorized User or by any person to whom you or an Authorized User has given access to your River User Account credentials. We and River may rely on the instructions of any Authorized User until you notify River that the individual’s authority has been revoked and River has had a reasonable opportunity to act on that notice.

We may use information from third parties to help us determine whether to open your Cash Account. You agree to accept electronic delivery of all Account communications (including end-of-year tax forms and Account statements), rather than paper copies of these communications. You agree to keep the email address associated with your Account updated at all times.

When you open a Cash Account, you are submitting a request to open a stored value account with Lead Bank. The Cash Account is linked to your River User Account. A Consumer Cash Account is intended solely for personal, family, or household purposes and may not be used for business purposes. A Business Cash Account is intended solely for business purposes and may not be used for personal, family, or household purposes. We may close your Cash Account if we determine it is being used for a purpose other than the purpose for which it was approved. We may refuse to process any transaction(s) that we believe may violate the terms and conditions of this Agreement or applicable law.

You acknowledge and agree that the value of your Cash Account is limited to the funds that have been received and settled in your Cash Account, less any amounts previously withdrawn, transferred, or used to purchase Bitcoin through River.

#### **4. Funding Your Cash Account**

You may fund your Cash Account through any of the methods described below, in each case subject to eligibility, applicable limits, and the terms of this Agreement. River acts as your agent in initiating, transmitting, and applying these instructions to your Cash Account with the Bank.

##### **4.1 ACH Transfers In**

You may transfer USD into your Cash Account via ACH. If you elect to use ACH debit transfers, you must designate and connect a valid U.S. bank account held in your name to your River User Account. Each time you initiate an ACH transfer, you authorize River and the Bank, or our third-party processor partners, to debit that linked account for the amount instructed, either in a single or recurring transaction as applicable, and to credit the funds to your Cash Account.

##### **4.2 Wire Transfers In**

You may transfer USD into your Cash Account via wire transfer. The recipient name on any incoming wire must match the name (for a Business Cash Account, the legal entity name) on your River User Account. River and the Bank are not responsible for wires that contain incorrect or incomplete transfer information. If you have questions regarding wire transfers, contact River Customer Support.

##### **4.3 Account Number for Direct Deposit and Incoming Payments**

If eligible, you will receive a unique Account Number connected to your Cash Account. You may direct payments to be made into your Cash Account using the Account Number, including by your employer, your customers, or other payors. Deposits made using the Account Number will be credited to your Cash Account in accordance with this Agreement. Typically, electronic deposits are made available on the business day on which we receive them. We reserve the right to delay the availability of funds if we suspect that a deposit may be fraudulent, unauthorized, illegal, or subject to a claim of error or return. We will notify you if we delay the availability of your deposit as required by law.

##### **4.4 Bill Pay**

Where offered, you may pay bills directly from your Cash Account by providing your Account Number to a Counterparty, who will initiate a debit that results in funds being withdrawn from your Cash Account. All authorizations for Bill Pay transfers must be handled between you and any Counterparties. You are responsible for ensuring that you have sufficient available funds in your Cash Account to cover any Bill Pay transaction. Neither the Bank nor River shall be liable for any Bill Pay transactions that cannot be completed due to insufficient funds, incorrect information or authorization, or for any other reason. Bill Pay may not be available in all states.

##### **4.5 Limits and Returns**

We may impose limits on the dollar amount, frequency, or destination of deposits to your Cash Account. We may return, reverse, or refuse to credit a deposit at our discretion, including where we suspect that the deposit was unauthorized, fraudulent, or otherwise erroneous. If a deposit is returned to us after we have made the funds available, we may debit your Cash Account for the amount of the returned item plus any associated fees.

#### **5. Withdrawing Funds from Your Cash Account**

You may withdraw funds from your Cash Account through the River Services using the methods described below, in each case subject to eligibility, applicable limits, and the terms of this Agreement.

### **5.1 ACH Transfers Out**

You may initiate an ACH withdrawal from your Cash Account to a linked U.S. bank account held in your name. You authorize River and the Bank, or our third-party processor partners, to debit your Cash Account in the amount instructed and to credit the linked account.

### **5.2 Wire Transfers Out**

You may transfer USD out of your Cash Account via wire transfer. River may charge a fee for wire transfers, which will be communicated to you through the River Services. Neither the Bank nor River is responsible for any fees charged by the receiving institution. If you elect to use wire transfers, you should verify all wire information prior to submitting your transaction. Neither the Bank nor River is responsible for wires that do not include the correct transfer information.

### **5.3 Use of Cash Account Funds to Purchase Bitcoin**

Subject to your separate agreement with River, you may direct River to use Available Balance in your Cash Account to purchase Bitcoin from River. By doing so, you authorize the Bank to debit your Cash Account for the purchase amount (including any fees River discloses to you for that transaction). The Bank is not a party to your purchase of Bitcoin, takes no position with respect to Bitcoin, and does not custody Bitcoin on your behalf. Bitcoin balances are not deposits, are not insured by the FDIC, and are not subject to the protections of this Agreement.

### **5.4 Insufficient Funds**

You are not permitted to overdraw your Cash Account. If the Available Balance in your Cash Account is not sufficient to cover any transfer, payment, or Bitcoin purchase you have requested, we will refuse to process the transaction. We reserve the right to deduct funds from your Cash Account, without prior notice to you, in order to correct a previous error or overpayment, including with respect to returned ACH debits, returned wires, or reversed Bitcoin purchases.

## **6. Cash Account Balance / Periodic Statements**

We will not send you a paper periodic statement for your Cash Account. You can access your periodic statements and check the balance of your Cash Account through the River Services. You may also obtain information about the amount of money you have in your Cash Account through the River Services, by emailing [support@river.com](mailto:support@river.com), or by calling (888) 801-2586.

**Consumer Cash Accounts only:** This information, along with at least twelve (12) months of transaction history, is available online. You also have the right to obtain at least twenty-four (24) months of written history of Account transactions by contacting River Customer Support. You will not be charged a fee for this information unless you request it more than once per month. Each statement for your Cash Account will include the amount of interest earned during the statement period, any fees imposed, and the number of days in the statement period (or the beginning and ending dates of the period). For Consumer Cash Accounts, each statement will also include the annual percentage yield earned. You agree to review your Account statements with reasonable promptness for any errors or other problems. In no event shall the time for you to review your statements and report any errors to us exceed sixty (60) days after the statement is made available to you. Failure to examine each statement and report any errors to us within sixty (60) days may preclude you from asserting a claim against us for any error identified on that statement.

## 7. Closing Your Cash Account

You may close your Cash Account by contacting River Customer Support. If you close your Cash Account, any remaining funds will be returned to you, either via a transfer to a linked U.S. bank account in your name or by another method made available by us. There is no fee for this service. Any request for a return of funds shall be processed within a reasonable period of time after your request. Closing your Cash Account will not affect any of our rights or your obligations arising under this Agreement before the Cash Account is closed.

We, in our sole discretion, reserve the right to cancel, freeze, or close your Cash Account at any time, with or without cause and with or without prior notice to you, subject to applicable law. Any funds remaining in your Cash Account after cancellation will be returned to you in accordance with the preceding paragraph.

## 8. Interest and Truth in Savings Disclosures

For Consumer Cash Accounts, the disclosures in this Section are provided in accordance with the federal Truth in Savings Act and Regulation DD.

There is no minimum balance amount required to open a Cash Account, no minimum balance amount that must be maintained in a Cash Account, and no minimum balance requirement to earn interest. You are not permitted to overdraw your Cash Account.

The Cash Account is a variable rate account, and the Bank or River may, at its discretion, change the interest rate and Annual Percentage Yield (“**APY**”) associated with the Cash Account at any time. The interest rate and APY for the Cash Account are published on the River Services and are also available by contacting River Customer Support. The interest rate and APY may be updated at any time. Please refer to the River Services for the most up-to-date rate information and the applicable effective date.

Interest begins to accrue no later than the business day on which we receive credit for funds deposited into your Cash Account. Interest will be accrued daily and compounded and credited to your Cash Account on a monthly basis. Interest is calculated using the daily balance method, which applies a daily periodic rate to the principal balance in your Cash Account each day. If you close your Cash Account before interest is credited, you will not receive the accrued interest. If you are eligible and so elect through the River Services, you may direct that interest accrued on your Cash Account be applied, on each interest payment date, to the purchase of Bitcoin from River (“**Bitcoin Interest**”). Bitcoin Interest is not paid by the Bank. The Bank pays USD interest on the Cash Account; River, as your agent, then applies that USD interest to a purchase of Bitcoin from River pursuant to your separate agreement with River. River will disclose the applicable Bitcoin pricing methodology in the River Services.

## 9. Funds Availability

Funds deposited to your Cash Account by ACH or wire are generally available on the business day on which we receive credit for them. We reserve the right to delay the availability of funds in accordance with our funds availability policy, our risk-management practices, and applicable law, including, without limitation, Regulation CC. If we extend the availability of any deposit, we will notify you as required by law.

All electronic transfers between your Cash Account and a linked external bank account are subject to the rules and procedures of the relevant payment system, and may be delayed, returned, or rejected in accordance with those rules.

## **10. Authorization to Initiate Transactions**

By accepting this Agreement, you authorize us and our third-party processor partners, and River as your agent, to initiate credit and/or debit transactions to or from your Cash Account in connection with the funding, withdrawal, Bill Pay, interest, and Bitcoin-purchase activity described in this Agreement. These transactions will be initiated by you (for a Business Cash Account, by your Authorized Users) through the River Services.

You further authorize us and our third-party processor partners, and River as your agent, to initiate ACH credit and/or debit transactions to or from any external bank account you have linked to your River User Account, and to or from your Cash Account, to correct any erroneous credit or debit activity.

You understand that this authorization will remain in full force and effect until you notify us that you wish to revoke this authorization. We require at least three (3) business days' prior notice in order to cancel this authorization. If you revoke this authorization, we may close your Cash Account.

## **11. FDIC Insurance**

River is a financial technology platform, not a bank. All funds in your Cash Account will be held by the Bank in one or more accounts established and maintained by the Bank for the benefit of River customers. Those funds are eligible for FDIC insurance up to \$250,000 per depositor, per ownership category, on a pass-through basis, subject to the FDIC's rules and regulations.

**Consumer Cash Accounts only:** For Joint Accounts, each co-owner's share is insured up to \$250,000.

Pass-through FDIC insurance is contingent upon the accuracy of the records maintained by River as your agent and the Bank, and on the determinations made by the FDIC as receiver at the time of receivership if the Bank should fail. All FDIC insurance coverage is subject to aggregation of all of your deposits at the Bank held in the same ownership capacity, including deposits you may maintain at the Bank outside of the Cash Account.

**Business Cash Accounts only:** If you are a sole proprietorship, please note that under the FDIC's rules, funds owned by a sole proprietorship are aggregated with the personal deposits of the individual owner held at the Bank in the single-ownership capacity for purposes of the \$250,000 limit.

In the event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you. There is no specific time period during which the FDIC must make insurance payments available, and neither the Bank nor River is under any obligation to credit your Cash Account with funds in advance of payments received from the FDIC. You may be required to provide certain documentation to the FDIC and River before receiving insurance payments.

For further information about deposit insurance generally, you may write to the FDIC at 550 17th Street, N.W., Washington D.C. 20429, telephone the FDIC's toll-free hotline at (877) 275-3342,

or visit its website at [www.fdic.gov](http://www.fdic.gov). Bitcoin balances held with River are not deposits, are not held by the Bank, and are not insured by the FDIC.

## 12. Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from or to your Cash Account on time or in the correct amount according to this Agreement, we will be liable for your losses or damages as provided in this Agreement. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have sufficient Available Balance in your Cash Account or sufficient funds in your linked external bank account to complete the transaction;
- If there is a hold on your Cash Account, or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, computer or communication failure, or actions of third-party payment systems) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- For any other exception stated in this Agreement or permitted by applicable law.

## 13. Overpayment

We reserve the right to deduct funds from your Cash Account in order to correct a previous error or overpayment to you without prior notice to you. If your Cash Account does not contain sufficient Available Balance to permit such a correction, you agree to repay any such amount to us promptly upon demand, and you authorize River and the Bank to debit any other account you maintain with River or its banking partners for that amount.

## 14. Errors and Questions; Your Right to Dispute Errors

In case of errors or questions about your Cash Account — for example, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt — contact us as soon as you can. We must hear from you no later than sixty (60) days after we made available to you the FIRST statement on which the problem or error appeared.

Contact River Customer Support through the River Services, by emailing [support@river.com](mailto:support@river.com), or by calling (888) 801-2586. You will need to:

- Tell us your name (for a Business Cash Account, the name of your business) and the email address associated with your River User Account;
- Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

**Consumer Cash Accounts only:** We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Cash Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to

complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. For errors involving new accounts (accounts into which the first deposit was made within the prior 30 days), point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us.

**Business Cash Accounts only:** We will investigate any reported error and will notify you of the results of our investigation within a reasonable period of time. If we determine that an error occurred, we will correct the error promptly. If we determine that no error occurred, we will provide you with an explanation of our findings. Copies of the documents used in the investigation may be obtained by contacting us. Because a Business Cash Account is a business account, the error-resolution and liability provisions of the federal Electronic Fund Transfer Act and Regulation E, which apply to accounts established primarily for personal, family, or household purposes, do not apply to your Cash Account.

If you need more information about our error-resolution procedures, please contact River Customer Support.

## **15. Your Liability for Unauthorized Transactions; Security Procedures**

Tell us AT ONCE if you believe your River User Account credentials, Account Number, or other access code has been lost, stolen, or compromised, or that someone has transferred or may transfer money from your Cash Account without your permission. Contacting River Customer Support is the best way of keeping your possible losses down; you could otherwise lose all the money in your Cash Account. You may contact River Customer Support through the River Services, by emailing [support@river.com](mailto:support@river.com), or by calling (888) 801-2586.

**Consumer Cash Accounts only:** If you tell us within two (2) business days after learning of the loss or theft of your River User Account credentials, Account Number, or other access code, you can lose no more than \$50 if someone used those credentials without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we can prove we could have stopped someone from using those credentials without your permission if you had told us, you could lose as much as \$500. Also, if your statement or electronic history shows transactions that you did not make, notify us at once following the procedures stated in Section 14 (Errors and Questions; Your Right to Dispute Errors). If you do not notify us within sixty (60) days after the statement was made available to you, you may not get back any funds you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the funds if you had notified us in time. If a good reason (such as a long trip or hospital stay) prevented you from telling us during the applicable time period, we will extend the time periods.

**Business Cash Accounts only:** You are responsible for maintaining the confidentiality and security of all credentials used to access your River User Account and Cash Account, and for restricting access to those credentials to your Authorized Users. Any transaction initiated using valid credentials of an Authorized User, or by any person to whom you or an Authorized User has given access to those credentials, will be treated as authorized by you.

**Business Cash Accounts only:** Transfer instructions relating to your Cash Account are subject to Article 4A of the Uniform Commercial Code as adopted in Missouri, to the extent applicable, and, for ACH entries, the NACHA Operating Rules. We and River verify transfer instructions through security procedures that include login credentials, multi-factor authentication, and such other procedures as are described in the River Services. You agree that these security procedures are commercially reasonable in the context of your anticipated use of the Cash Account. If we accept a payment order in good faith and in compliance with these security procedures, and with any written instructions of yours restricting acceptance of payment orders, you will be bound by the order, whether or not you actually authorized it. If you refuse a security procedure we offer, you will be bound by any payment order we accept in good faith following the procedure you have agreed to use.

**Business Cash Accounts only:** You agree to review your statements and transaction history and to notify us promptly, and in any event within sixty (60) days after a statement or transaction record is first made available to you, of any unauthorized, erroneous, or improperly executed transaction reflected on it. Failure to notify us within that period will preclude any claim against us with respect to that transaction to the extent permitted by applicable law, provided that nothing in this Section limits any right or obligation that may not be varied by agreement under Article 4A.

## 16. Stop Payment Rights

If you have told us in advance to make regular electronic fund transfers out of your Cash Account, you can stop these payments by contacting us at least three (3) business days before the date of the scheduled transfer. To cancel an authorization or to request a stop payment, you can email us at [support@river.com](mailto:support@river.com), call us at (888) 801-2586, or write to us at River Financial Inc., 2261 Market Street, STE 22113, San Francisco, CA 94114. We will attempt to stop or cancel any transfer ahead of the scheduled date, but we are not responsible for any failure to honor such a request if it is received within three (3) business days of the scheduled transfer.

## 17. Representations and Warranties

**Consumer Cash Accounts only:** By opening a Cash Account, you represent and warrant to us that: (i) you are at least eighteen (18) years of age; (ii) you are a citizen or permanent legal resident of the United States with a valid Social Security number or individual tax identification number; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Cash Account is true, correct, and complete; (v) the funds you deposit into your Cash Account are not the proceeds of any unlawful activity and will not be used to facilitate any unlawful activity; and (vi) you received a copy of this Agreement and agree to be bound by and to comply with its terms.

**Business Cash Accounts only:** By opening a Cash Account, you represent and warrant to us that: (i) you are duly organized or formed, validly existing, and in good standing under the laws of your jurisdiction of organization, or, if you are a sole proprietorship, the owner is at least eighteen (18) years of age; (ii) you have a valid U.S. taxpayer identification number; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the information that you provide to us in connection with the Cash Account, including information regarding your Authorized Users and Beneficial Owners, is true, correct, and complete, and you will promptly notify River of any changes to it; (v) each individual who accepts this Agreement or acts on your behalf has full power and authority to do so and to bind you to this Agreement; (vi) the Cash Account will be used solely for business purposes and not for personal, family, or household

purposes; (vii) the funds you deposit into your Cash Account are not the proceeds of any unlawful activity and will not be used to facilitate any unlawful activity; and (viii) you received a copy of this Agreement and agree to be bound by and to comply with its terms.

## **18. Changes in Your Information**

You are responsible for notifying us of any change in your name (for a Business Cash Account, your legal entity name), physical address, mailing address, email address, or phone number. For a Business Cash Account, you must also notify us of any change in your Authorized Users, Beneficial Owners, control persons, ownership structure, or form of organization. You may make these notifications through the River Services or by contacting River Customer Support. Requests for such 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 or to River. While we will primarily communicate with you via email, 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 notification. If you make the email account associated with your River User Account available to any other individual (for a Business Cash Account, any individual other than an Authorized User), you agree that you are responsible for any release of any Account information to such individual.

## **19. Unclaimed Property**

Applicable law may require us to report to state government authorities any funds remaining in your Cash Account after a certain period of inactivity. In that event, we may try to contact you at the address shown in our records. If we are unable to contact you, we may be required to transfer any funds remaining in your Cash Account to state government authorities as unclaimed property.

## **20. Confidentiality and Privacy**

We may disclose information to third parties about you, your Cash Account, or the transactions you make:

- Where it is necessary or helpful for completing transactions;
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- If you consent by giving us your written permission;
- To our employees, auditors, affiliates, service providers (including River), or attorneys as needed;
- In order to prevent, investigate, or report possible illegal activity;
- As permitted by applicable law; or
- Otherwise as necessary to fulfill our obligations under this Agreement or as provided in our Privacy Policy.

Please see the Lead Bank Privacy Policy, available at <https://www.lead.bank/privacy-and-terms>, for further details. You hereby agree to our collection, use, and sharing of information about you and your Cash Account (and, for a Business Cash Account, about your Authorized Users and Beneficial Owners) as provided in the Lead Bank Privacy Policy, which is made a part of this Agreement. River's collection and use of information about you in connection with the River Services is governed by River's own privacy policy, which is separate from this Agreement.

**Consumer Cash Accounts only:** The Lead Bank Privacy Policy also describes how you can (i) limit the ways we share, and (ii) request corrections to the information we maintain about you.

**Business Cash Accounts only:** You are responsible for ensuring that you have provided all notices to, and obtained all consents from, your Authorized Users, Beneficial Owners, and other individuals whose information you provide to us, as required for us and River to collect, use, and share that information as described in this Agreement.

## 21. Disclaimer of Warranties

**EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING YOUR CASH ACCOUNT OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

## 22. Limitation of Liability

**WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF THIRD PARTIES TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER ACTUAL DAMAGES. GENERALLY, WE WILL NOT BE LIABLE TO YOU IF WE ARE UNABLE TO COMPLETE A TRANSACTION FOR ANY REASON BEYOND OUR CONTROL, EXCEPT AS REQUIRED BY APPLICABLE LAW. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE) FROM US, OUR AFFILIATES, OR THE PARTIES WITH WHOM WE CONTRACT IN ORDER TO OFFER YOUR CASH ACCOUNT AND RELATED SERVICES, EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US SHALL BE LIMITED TO THE TOTAL AMOUNT IN YOUR CASH ACCOUNT.**

## 23. Arbitration

***You and the Bank agree to arbitrate any disputes.***

If we are unable to resolve your complaint through the process described above, you agree to resolve any dispute, claim, or controversy (each, a “**Claim**”) with the Bank arising out of or relating in any way to this Agreement, your Cash Account, or transactions on your Cash Account, regardless of the legal theory, in the following manner. First, we both agree to attempt in good faith to resolve the dispute through mediation administered by JAMS, the costs of which shall be divided equally between you and the Bank. Second, if the dispute is not resolved through informal resolution and mediation, we both agree to participate in binding individual arbitration administered by JAMS pursuant to its rules then in effect, at a location reasonably convenient to both parties.

Either you or we may bring a lawsuit solely for injunctive relief without first engaging in the dispute resolution process described above. Either you or we may also elect to pursue a dispute in local small-claims court rather than through arbitration so long as the matter remains in small-claims court and proceeds only on an individual basis.

We both agree that, in the event of arbitration, or in the event of a lawsuit as permitted by this Section or otherwise, the prevailing party shall be entitled to costs and fees (including reasonable attorneys' fees). The party initiating the arbitration is responsible for paying the applicable filing fee. The hourly fees charged by an arbitrator shall be split evenly between the parties.

Arbitration pursuant to this Section shall be confidential, and neither you, nor the Bank, nor the arbitrator may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

This Arbitration Clause shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale, or assignment of your Cash Account to any other person or entity. If any portion of this Arbitration Clause is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. This Arbitration Clause is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1–16.

You may reject this Arbitration Clause, in which case only a court may be used to resolve any dispute. To reject this Arbitration Clause, you must send us an opt-out notice (an “**Opt Out**”) within forty-five (45) days after you first open your Cash Account. The Opt Out must be emailed to support@river.com, or mailed to River Financial Inc., 2261 Market Street, STE 22113, San Francisco, CA 94114, and must include your name (for a Business Cash Account, your legal entity name), address, phone number, the email address associated with your River User Account, and a clear statement of your intent to opt out. For a Business Cash Account, the Opt Out must be signed by an Authorized User. An Opt Out applies solely to your account and may not be sent on behalf of any other parties.

**THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS SUBJECT TO THIS ARBITRATION CLAUSE TO BE ARBITRATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (INCLUDING, BUT NOT LIMITED TO, AS A PRIVATE ATTORNEY GENERAL). YOU AND THE BANK EACH HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IF ANY PORTION OF THIS ARBITRATION AGREEMENT IS DETERMINED BY A COURT TO BE INAPPLICABLE OR INVALID, THEN THE REMAINDER SHALL STILL BE GIVEN FULL FORCE AND EFFECT.**

In the event that a lawsuit is filed where permitted under the provisions above, or in the event that the provisions above are found not to apply to you or to a given dispute, we both agree that any judicial proceeding will be brought in the federal or state courts located in Kansas City, MO. Both you and we consent to venue and personal jurisdiction there.

## **24. Indemnification**

At our request and to the fullest extent permitted by law, 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, or that of any Authorized User or any other person acting with access you have provided. 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.

## **25. Assignment; Applicable Law; Severability**

Your Cash Account and your obligations under this Agreement may not be assigned by you. We may transfer our rights under this Agreement. Use of the Cash Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Missouri, except to the extent governed by federal law.

## **26. Amendment and Cancellation**

We reserve the right to change, delete, or add to this Agreement, and to apply any such modification to your Cash Account and to any Available Balance associated with the Cash Account. We will provide you notice of any such modification as required by applicable law. However, if the change is made for security purposes, we may implement such changes without prior notice. You hereby agree to accept all legally required notices by electronic means, including posting on the River Services or our website, or, at our election, by U.S. postal mail. You hereby acknowledge and agree that all notices or modifications to this Agreement may be made by posting at our or River's website, or by other notice to you, and become effective on the later of ten (10) days after the date of the notice or the effective date specified in the notice, unless you close your Cash Account. If you use your Cash Account after such notice or modification is provided, you are agreeing to the change. If we decide not to enforce our rights or charge a fee in one situation, we are not giving up our right to enforce it or to charge the fee in a later situation.

## **27. No Warranty of Availability or Uninterrupted Use**

From time to time, services related to the Cash Account may be inoperative, and when this happens, you may be unable to use your Cash Account or obtain information about your Cash Account, including your Cash Account balance. Please notify River through the River Services, by emailing [support@river.com](mailto:support@river.com), or by calling River Customer Support at (888) 801-2586 if you have any problems accessing your Cash Account. You agree that the Bank, River, and their respective affiliates, employees, or agents are not responsible for any interruption of service.

## **28. Website Availability**

Although considerable effort is expended to make the River Services and other operational and communications channels available around the clock, neither we nor River warrants these

channels to be available and error-free every minute of the day. You agree that neither we nor River will be responsible for temporary interruptions in service due to maintenance, changes, or failures, nor liable for extended interruptions due to failures beyond our or River's control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes, and armed conflicts.

You agree to act responsibly with regard to the River Services and your use of them. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten, or harass anyone, gain any unauthorized entry, or interfere with the systems and integrity of the River Services.

We shall not bear any liability whatsoever for any damage or interruptions caused by any computer viruses that may affect your computer or other equipment. We advise the regular use of reputable and readily available virus screening and prevention software.

## **29. English Language Controls**

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

## **30. Customer Support**

River is the program partner responsible for providing customer support to you in connection with your Cash Account. For customer support or additional information regarding your Cash Account, please contact River Customer Support through the River Services, by emailing [support@river.com](mailto:support@river.com), or by calling (888) 801-2586.

## **31. Telephone Monitoring / Recording**

You agree that from time to time, without further notice to you, we and River may monitor and/or record telephone calls and electronic communications between you (including, for a Business Cash Account, your Authorized Users) and us, or between you and River, to assure the quality of customer support or as required by applicable law.

## **32. Relationship to River Terms of Service**

This Agreement governs the deposit relationship between you and the Bank with respect to your Cash Account. Your use of the broader River Services, including River's Bitcoin services, identity verification, and platform features, is separately governed by the River Terms of Service entered into between you and River. River acts as your agent in administering your Cash Account, and as service provider to the Bank, in each case in accordance with the relevant agreements between River and the Bank.

In the event of a conflict between this Agreement and the River Terms of Service with respect to the Cash Account, this Agreement controls solely with respect to the Cash Account.

## **33. Section Headings**

Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement.

**34. Entire Understanding**

This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to its subject matter.

*This Agreement is effective September 1st, 2026.*