

The Ness Card - Payment Information Table

IMPORTANT INFORMATION REGARDING PAYMENT

Payment Information	
You must pay your outstanding balance in full by the Payment Due Date.	
Fees	
Annual Membership Fee	\$399.00
Late Payment Fees	<p>Charges incurred are due by the date indicated on your periodic statement (the Payment Due Date).</p> <p>Late fees will be assessed as follows:</p> <ul style="list-style-type: none"> • Your first late fee is \$29. This late fee will be charged if you do not pay the Amount Due on your billing statement by 11:59PM PT on the Payment Due Date. • If you do not pay the Amount Due for a second time within the next 6 billing periods by 11:59PM PT on the Payment Due Date, your late fee is \$39 instead. • If you do not pay the Amount Due for two or more billing periods <i>in a row</i>, your late fee will be \$39 or 1.99% of the delinquent balance, whichever is greater. This late fee will be charged at 12:00AM PT on the day immediately following the Payment Due Date of the second consecutive billing period, and, if the Amount Due remains unpaid, on the day immediately following each Payment Due Date after that. <p>Your late fee will never exceed the Amount Due.</p>
Returned Payment Fee	If you make a payment that is returned unpaid, the fee is \$29 . If, for a particular billing period, both a returned payment fee and a late payment fee apply, you will be charged a late fee only.
Transaction Fees	None
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

NESS CREDIT CARD CARDMEMBER AGREEMENT

Welcome to the Ness Card!

This Cardmember Agreement (“**Agreement**”) governs the use of your Ness Card account (your “**Account**”). In this Agreement and in your monthly Account Statement (as defined below), “we,” “us,” “our” and “Bank” refer to The Bank of Missouri, including, as applicable, our successors, assignees and representatives. “You,” “your” and “Cardmember” refer to the person who applied for, and was approved for the Account, and, as appropriate, all persons authorized to use the Account.

By activating your Ness Card, you are agreeing to be bound by this Agreement, and the terms set forth in any and all subsequent disclosures provided to you by us, including disclosures provided to you by Ness Well Financial LLC, a Delaware limited liability company, or any affiliate thereof (collectively, “**Ness Well**”), each of which are incorporated herein by reference, or as otherwise disclosed to you through the Ness Well website at www.nesswell.com or the Ness Well mobile app. Please read this Agreement carefully and keep a copy for your records.

You must be at least 18 years of age (or of legal age in your state of residence) to apply for a Ness Card. Ness Card Accounts are only available to individuals who are legal U.S. residents, residing in the continental United States.

IN NEW YORK, THIS AGREEMENT BEGINS ON THE FIRST DATE THAT YOU SIGN A SALES SLIP OR MEMORANDUM EVIDENCING THE PURCHASE OF GOODS OR SERVICES.

Your application, any card carrier that we send with your Ness Card, any automatic payment plan form, any other written documents (including any electronic record) evidencing any transactions made under your Account, any notices that we send to you with your Agreement, any special credit terms disclosures included in any solicitation letter that we sent you (including initial credit limit terms) and any special credit terms or rewards terms separately or subsequently disclosed to you in writing, are part of, and incorporated into, this Agreement.

You can view, print, save, and email current versions of the Agreement at any time from the Ness Well website. (It makes a mean addition to any file folder, IRL or virtual, if we say so ourselves.)

Contacting Us

Except as explicitly set forth in this Agreement, you can contact us with questions or other matters about your Account by:

- Calling us toll-free at 1 (888) 842-6061 (go ahead and add us to your contacts now so you don't feel awkward about not knowing our number later);
- Emailing us at support@nesswell.com; or
- Writing to us at Attn: Cardmember Services, 228 Park Ave S. #70527, New York, NY 10003

If you attempt to contact us by other means—smoke signals, carrier pigeons, etc.—we may not receive your message and may not be able to respond in a timely manner, or at all. (But know that we do respect the effort.)

Binding Agreement

Your activation of your Ness Card evidences your acceptance of the terms of this Agreement. Even if you don't use your Ness Card, this Agreement will take effect unless you contact us to cancel your Account within 30 days after we approved your Account and made this Agreement available to you.

For New York residents, this Agreement takes effect on the first date that you sign a sales slip or memorandum evidencing the purchase of goods or services.

Where the terms of this Agreement differ from any special terms that we later offer to you in writing, the special terms offered will control, but all other terms of this Agreement will remain unchanged. Note that this Agreement includes an Agreement to arbitrate Claims (as defined below).

Changes to this Agreement

We may change the rates, fees, and terms of this Agreement from time to time as permitted by law. Changing terms includes adding, replacing, or deleting provisions of this Agreement. These changes are binding on you. Subject to applicable law, we will give you advance written notice of the changes and a right to opt out to the extent required by law.

Important Definitions

Where used in this Agreement, the following terms shall have the meanings assigned to them in their accompanying definitions:

- **"Account"** means the Ness Card account opened by you under this Agreement.
- **"Application"** means any electronic application or offer acceptance that you signed or otherwise submitted in connection with opening an Account.
- **"Business Day"** means any day Monday through Friday on which a financial institution may be open, excluding all United States national holidays.
- **"Billing Period"** means the period of time reflected on your Account Statement. This period may vary in length but is approximately 30 days. We will often specify a Billing Period by the month in which its closing date occurs. For example, the "March Billing Period" will have a closing date in March. We may also refer to a Billing Period as a "Billing Cycle".
- **"Card Networks"** means the organizations, such as Mastercard or VISA, that facilitate the payment process between cardmembers, financial institutions, and merchants.
- **"Claim"** means any claim, dispute, or controversy (whether based upon contract, tort, constitution, statute, common law or equity, and whether pre-existing, present or future, including initial claims, counter-claims, cross-claims, and third-party claims, arising from or relating to: (i) this Agreement, your Account or your relationship with us; (ii) any servicing of your Account by

our agents or service providers; (iii) advertisements, promotions or statements related to this Agreement or your Account; (iv) your application for credit; (v) credit bureau reporting or debt collection on or related to your Account; and (vi) your access to and use of your Account or use of any products or services provided by the Bank, Ness Well, or any of their affiliates.

- **“Late Payment”** means a failure to pay the Amount Due by the Payment Due Date.
- **“Late Payment Fee”** means the fee initially disclosed in the Truth In Lending Act Disclosure or in any subsequent notice to you, which may be charged if you fail to pay the Amount Due by the Payment Due Date.
- **“Ness Well Rewards Program”** means any program offered from time to time through which Ness Well Cardmembers may earn and redeem rewards points based on spending and other Account activity. Information about any currently offered Ness Well Rewards Program can be found on our Legal page (<http://www.nesswell.com/legal>).
- **“Ness Well Reward Points”** means points earned under the Ness Well Rewards Program.
- **“Returned Payment”** means a payment that is not honored or is returned by your financial institution.
- **“Returned Payment Fee”** means the fee initially disclosed in the Truth in Lending Act Disclosure or in any subsequent notice to you, which may be charged if any payment is dishonored or returned.
- **“Ness Card”** means any physical or digital card, or other means of access to your Account.
- **“You,” “your,” and “yours”** mean an individual for whom an Account has been approved by us.

Your Account

This section explains the basic requirements of your Account, including information about:

- permissible and impermissible transactions;
- when transactions may be declined;
- your credit limit;
- billing and balances;
- fees;
- your obligation to pay us the amounts billed to your Account; and
- your right to close your Account.

Using Your Account

Use of your Account is subject to the terms of this Agreement. You are fully responsible for complying with *all* terms of this Agreement, including the obligation to pay us for all balances due on your Account.

Your Ness Card can be used to buy or lease goods or services wherever the card is honored. Your card must only be used for lawful transactions and may not be used for business or commercial purposes, including to purchase goods or services for resale.

Declined Transactions

We may decline transactions for any reason, including suspected or actual fraud, violation of applicable law, your default under this Agreement, or if approval would cause you to exceed your credit limit. If we decline a transaction, we may advise the person who attempted the transaction that it was declined. We are not responsible if anyone refuses to accept your Ness Card. We are not liable if a merchant does not honor your Ness Card or if your Ness Card malfunctions.

Your Credit Limit

Your Account has a credit limit, which is the maximum amount of credit we approve and authorize you to use under your Account from time to time. Your initial credit limit is provided to you in the Ness Well mobile app. Subsequently, your credit limit can be found both in the Ness Well mobile app and on your statements. The full amount of the credit limit is available to use where the card is honored.

You agree not to use your Account in any way that would cause you to go over your credit limit. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your credit limit.

Your Account represents a continuing offer to extend further credit to you which may be withdrawn at any time. We reserve the right to change (to set, increase, decrease or remove) the credit limit for your Account from time to time in accordance with this Agreement and applicable law. Certain changes in your credit limit may occur without prior written notice to you and may be based upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within your established credit limit, your credit score and information contained in your credit report and your proper maintenance of any checking account used to make automatic payments, if applicable.

You should always keep your total balance below the credit limit; however, if the Amount Due goes over your credit limit (it can happen), you must still pay us.

Billing

Your billing statement shows the Amount Due, any fees imposed during the Billing Period, and the Payment Due Date. It also shows your current credit limit; an itemized list of current charges, payments and credits; and other important information. If we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection, we may, in our sole discretion, stop sending you billing statements, unless otherwise prohibited by applicable law.

How We Determine Your Balance

The Amount Due on your billing statement (the amount you owe us) is based on your total outstanding balance. To determine the Amount Due, we begin with the outstanding balance on your account at the beginning of each Billing Period, called the "Previous Balance" on the billing statement. We add any purchases and subtract any credits or payments credited as of that Billing Period. We then add the appropriate fees and make other applicable adjustments.

How We Handle Credit Balances

You may not maintain a credit balance in excess of your credit limit. We will return to you any credit amount over \$1.00 if the amount has been on your Account for longer than six (6) months. You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges billed to your Account.

Fees

The Ness Card has an annual membership fee of **\$399.00**. This fee will be charged in your second Billing Period and is non-refundable.

In addition to the annual membership fee, we may add the following fees:

- *Late Payment Fee:* We may add a Late Payment Fee to the standard purchase balance for each billing period you fail to pay, by its Payment Due Date. The Late Payment Fee applies to your account is the amount printed in How Fees Work in the Truth in Lending Act Disclosure. The fee will not exceed the amount permitted by applicable law.
- *Returned Payment Fee:* We may add a Returned Payment Fee up to the amount printed in How Fees Work in the Pricing Disclosures when a payment is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. In addition, your financial institution may also impose fees on you for the same Returned Payment. If we re-submit a Returned Payment to your financial institution, and your financial institution subsequently honors it, we may still assess a fee because your payment was initially returned to us unpaid. However, if the same payment is returned unpaid more than once, we will not charge more than one Returned Payment Fee. The Returned Payment Fee will not exceed the amount permitted by applicable law.

We will not add both a Late Payment Fee and a Returned Payment Fee in a single Billing Period. We will also not add more than three (3) combined Late Payment and Returned Payment Fees in six (6) consecutive Billing Periods.

Promise to Pay

You agree to be bound by the terms and conditions of this Agreement. You promise to pay us all amounts charged to your Account under this Agreement, including all transactions, fees incurred, and if applicable, amounts due in accordance with the terms of any special financing plans.

Closing Your Account

You may close your account at any time by notifying us via email (support@nesswell.com) or over the phone at 1 (888) 842-6061. However, you remain responsible to pay the total balance according to the terms of this Agreement. We may close your account or suspend your account privileges at any time for any reason not prohibited by applicable law without prior notice. We may also reissue a different card or account number at any time. You must return the card to us upon request.

Military Lending Act Disclosure

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear disclosures related to the Military Lending Act, please call this toll-free number: 1-800-842-6061.

If, at the time you establish a "covered account," (as set forth in the Military Lending Act, 10 U.S.C. § 987, as amended, and its implementing regulations) you are an active duty member of the military or you are a dependent of an active duty member of the military, then: (i) the "Arbitration Provision," (ii) any waiver of right to legal recourse under any state or federal law, and (iii) any other provision in this Agreement that is not enforceable against you under the Military Lending Act does not apply to you so long as you are a "covered borrower."

Paying Your Balance

This section covers the specifics of Account payment, including:

- Paying the Amount Due;
- Acceptable payment methods;
- Canceling a scheduled payment;

Payments

You must pay the total Amount Due by the Payment Due Date listed in your account statement each month. If you do not pay the full Amount Due by the Payment Due Date, we may charge you a Late Payment Fee.

You may prepay all or part of the Amount Due prior to the Payment Due Date without incurring a penalty.

How to Pay

You may pay us using ACH debit. You may not:

- use a line of credit or other credit product to pay your Ness Card; or
- attach any restrictive language to your payment.

In addition:

- if we decide in our discretion to accept a form of payment that does not meet the above instructions, we do not waive our rights to continue to require payments that comply with these instructions; and

- we may accept any payment you send us for less than the total Amount Due that you mark “paid in full” or with any similar language or otherwise seek to provide as full satisfaction of a disputed amount. If we do, this payment will not fully satisfy the disputed amount or otherwise affect our rights to payment in full.

We reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the United States. If we do, we will select the effective currency conversion rate at our discretion and credit your account in U.S. dollars after deducting any fees or costs incurred in connection with processing your payment. If such fees or costs are not fully deducted at the time your account is credited for a payment, we will bill you separately for them.

Electronic Payments

If you pay in accordance with the payment instructions detailed in this Agreement and in your Account Statement, we will credit your payments as follows:

- If you initiate a one-time payment through the Ness Well App using a bank account before 12:00 AM PT, we will credit the payment as of that calendar day. Otherwise, we will credit your payment as of the next calendar day.

Payment Cancellations

You can cancel a future payment scheduled through the Ness Well mobile app, or by contacting us at 1(888) 842-6061. We must receive your cancellation request no later than three (3) prior to the date of your scheduled payment. We may cancel your payment(s) if any prior payments from the associated payment source account are returned, or for any other reason we deem appropriate. We will provide you with notice of such cancellation.

Default

This section describes when we have the right to declare your Account in **Default** and the effect of being in Default.

When May We Declare Your Account in Default?

We have the right to declare You in **Default** on the Account if:

- You do not make a required payment when it is due
- You have exceeded one or more of your credit limits
- A payment you make is rejected or cannot be processed
- You provide us false, misleading, or fraudulent information
- You fail to comply with any term of the contract
- You are bankrupt or insolvency proceedings are filed against you
- You die or are legally declared incompetent or incapacitated

- We become aware that you are using your Ness Card for illegal or fraudulent purposes

If governing law requires us to, we will give you notice and/or a right to cure your default before taking any action because of your default.

The Effect of Being in Default

If you are in Default, we may, subject to applicable law, take any of the following actions:

- Lower your credit limit;
 - Decline or otherwise limit your ability to incur further charges;
 - Decline or otherwise limit your ability to accrue additional or redeem previously accrued Ness Well Rewards Points;
 - Report information about your Account to the credit reporting bureaus;
 - Require you to immediately pay all or a portion of your total outstanding balance;
 - Begin collections activities and require you to pay for associated costs;
 - Suspend or close your Account.
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Our Interaction With Credit Bureaus

This section describes when we may obtain information about you from credit bureaus and when we may furnish information about you to credit bureaus.

Obtaining Your Credit Report

We may obtain credit reports and other information about you from credit bureaus and other sources that provide consumer financial information from time to time in connection with servicing or collecting your Account, and to provide other services to you such as credit monitoring information. You consent to permitting us to use this information in connection with:

- Renewal of your Account;
- Credit line increases or decreases;
- Administration or review of your Account, collection and any other servicing;
- All other credit-related purposes connected with this Agreement;
- Offers for other cards, loans, financial services, insurance products and other services; and
- Other uses permitted by law.

We may verify your age, social security number, residence and other identifying information as permitted by applicable law.

Reporting Information to Credit Bureaus

You agree that we may report information about your Account to the credit bureaus. The information we provide may appear on your credit report. This can include information about:

- Late Payments;
- Overlimit Amounts;

- Returned Payments; and
- Other violations of this Agreement.

If you believe that we have reported incorrect information about your Account to a credit bureau, you should contact us by phone at 1-888-842-6061, or you can write to us at Ness Card, Attn: Credit Dispute, 228 Park Ave S. #70527, New York, NY 10003. Please include your name, the mailing address associated with your Account, the email address associated with your Account, your telephone number and a description of the information you believe is incorrect and why. We'll research it. If available, please include a copy of the credit bureau report in question. We'll let you know if we agree or disagree with you. If we agree with you, we'll contact each credit bureau we reported to and request a correction.

Protecting Your Account

This section describes your obligations to:

- keep your Account information updated,
- protect your Account information and credentials,
- report unauthorized activity; and
- report lost or stolen physical cards and/or Account numbers.

Changes to Account Information

You must keep your Account information up to date in the Ness Well mobile app. If you do not, or if we ask you to verify your Account information and you cannot, we may suspend or close your Account. We may rely on your email address or mailing address and contact telephone numbers as they appear on our records. We may use any email address that you provided for any and all Account communications we send to you, unless you notify us of any changes. We may also, in our sole discretion, update your mailing address if we receive a notification of change from the U.S. Postal Service.

Protecting Your Account Information and Credentials

You are solely responsible for maintaining the security of your Ness Card, your passcodes, and any other authentication credentials used in connection with your Account (collectively, your "**Credentials**"). If you permit anyone else to use your Account (e.g., by providing your Ness Card or otherwise providing any of your Credentials to a third party), you will be liable for the amounts due for all transactions made on your Account by that person.

Your Liability for Unauthorized Transactions

Contact us IMMEDIATELY if you believe your Ness Card has been lost or stolen, your Credentials have been compromised, or your Account has been accessed without your permission. Provided you promptly notify us, you will not be liable for any unauthorized transactions made on your Account.

Lost or Stolen Ness Well Credit Cards, Account Numbers

You must try to prevent the unauthorized use of your Account, the Ness Card, and Account number. You must call us if any Ness Card is lost or stolen. You must also call us if you think someone has used or may use these without permission.

Consents

Contacting You

Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from us, Ness Well or our or their agents, representatives, or affiliates, or anyone calling on our or their behalf, you expressly consent to be contacted by us and Ness Well, our and their agents, representatives, affiliates, or anyone calling on our or their behalf for any and all purposes arising out of or relating to your Account, at any telephone number, or physical or email or electronic address you provide, or at which you may be reached. Telephone numbers you provide include those you give to us, those from which you or others contact us with regard to your Account, or which we obtain through other means. You agree we may contact you in any way, including SMS messages (including text messages) calls using prerecorded messages or artificial voice, and calls and messages delivered using automatic telephone dialing systems (auto-dialer) or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, they may also leave a message on your home answering machine, voice mail.

You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number. We, Ness Well, our and their agents, representatives, and affiliates, and anyone else calling on our behalf may use such means of communication described in this section even if you will incur costs to receive such phone messages, text messages, or other communications.

Consent to Receive Electronic Disclosures

When you applied for your Account or accepted an offer and verified your eligibility for an Account, you agreed to receive electronic notices and disclosures in connection with your Account. To the extent not prohibited by law, we may send notices concerning the availability of Account Statements and other notices and disclosures to you at the electronic mail address that you provided in your Application, any updated electronic mail address that you provide to us in writing, or through your online Account or the Ness Well mobile app or other electronic means we designate or otherwise, as mutually agreed. If you subsequently choose to receive notices and disclosures by postal mail rather than electronically, then you agree to provide us with an updated postal address in a timely manner to allow us to comply with any applicable requirements of law.

Any written or electronic notice or communication we send to you will be effective when made available to you online or through the Ness Well mobile app, when sent to the email address associated with your Account, or, if you have withdrawn your consent to receive electronic communications, when mailed to

the address associated with your Account. We consider an electronic notice sent as soon as we email it, unless we receive notification that the email was undeliverable, and we consider a notice sent as soon as we mail it.

Information Sharing

You agree to let the Bank and Ness Well share information about you and your Account as allowed by law. This includes information we get from you and others. Our respective privacy notices, which are delivered to you upon Account opening and are available on the Ness Well website at www.nesswell.com describe the circumstances under which the Bank or Ness Well can share your personal information.

Other

Governing Law

This Agreement, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to this Agreement, are governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of the State of Missouri (without regard to internal principles of conflict of laws), except that the arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The legality, enforceability, and interpretation of this Agreement and the amounts contracted for, charged, and reserved under this Agreement will be governed by such laws. We extend credit pursuant to Section 408.145 of the Missouri Revised Statutes. You agree that this extension of credit is made, executed and delivered in Missouri and that we make all credit decisions, open all accounts and issue all proceeds from, impose all fees and charges in, and receive all payments in our offices in Missouri.

Enforcing this Agreement

We can delay in enforcing or fail to enforce any of our rights under this Agreement without waiving or otherwise losing them.

Assignment

We may sell, assign, or transfer all or any portion of your Account or the receivables generated in your Account to a third party without notice to, or consent from, you. We may also assign any or all of our rights and obligations under this Agreement to a third party without notice to, or consent from you. You may not sell, assign or transfer any of your rights or obligations under this Agreement. Any attempted sale, transfer, or assignment by you will be null and void.

Severability

This Agreement is the complete and final expression of the agreement between us and you with respect to your Account. This Agreement may not be contradicted by any alleged oral agreement. Subject to the special rule in the Arbitration section, if any provision of this Agreement is found to be invalid or otherwise unenforceable, or declared invalid or otherwise unenforceable by order of a court, change in applicable

law, or regulatory authority, that provision will continue to be enforceable to the extent permitted by law, and the remainder of that provision will no longer be considered part of this Agreement. All other provisions of this Agreement will remain in full force and effect.

Service Providers

We may use Ness Well Financial LLC or other entity service providers in connection with servicing your Account. In doing so, we may permit one or more of our service providers to exercise any of our rights, rely on any consents or permissions that you have granted to us, and enforce any of your obligations on our behalf.

Intellectual Property Rights

All intellectual property rights, including all patents, trade secrets, copyrights, trademarks, and moral rights, in the Ness Card are owned by Ness Well. All text, graphics, software, photographs and other images, videos, sound, trademarks, and logos are owned by Ness Well. Nothing in this Agreement gives you any rights in respect of any intellectual property owned by Ness Well, its licensors, or third parties, and you acknowledge that you do not acquire any ownership rights by using your Account. (So don't slap our logo on a t-shirt! Although we agree that it's iconic enough to do that.)

Force Majeure

From time to time, our services might be unavailable due to circumstances beyond our control (such as fires, floods, natural disasters, system failures or other unpredictable events). When this happens, you might not be able to use your Ness Card or obtain information about your Account. We're not responsible or liable if this happens.

Survival and Severability of Terms

This arbitration provision shall survive: (i) termination or changes in the Agreement, the Account, or the relationship between you and us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of Your Account, or any amounts owed on Your Account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision may be amended, severed, or waived absent a written agreement between You and us.

Acknowledgment of Agreement Receipt

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED (ELECTRONICALLY OR OTHERWISE) AN EXACT, COMPLETELY FILLED-IN, LEGIBLE COPY OF THIS AGREEMENT, HAVE READ IT AND AGREE TO ITS TERMS.

NOTICE TO THE ACCOUNT HOLDER:

1. **DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES;**
 2. **YOU ARE ENTITLED TO AN EXACT, COMPLETELY FILLED IN COPY OF THE AGREEMENT YOU SIGN; AND**
 3. **YOU HAVE THE RIGHT TO PAY, IN ADVANCE, THE FULL AMOUNT DUE.**
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Cardmember Applicant Information

Your name and address, our name and address, and the date on any Application or any other document or record you sign in connection with your Account are incorporated herein and made a part of this Agreement and represent your name and address, our name and address, and the date on this Agreement. An electronic record of your request for or acceptance of an Account or the consummation of a sales transaction under this Agreement can represent your signature on this Agreement.

CREDITOR/s/ THE BANK OF MISSOURI, Perryville, MO

Rev. Date: October 31, 2022

Exhibit A

Arbitration

PLEASE READ THIS SECTION PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

YOU HAVE THE RIGHT TO REJECT THIS AGREEMENT, BUT IF YOU WISH TO REJECT IT, YOU MUST DO SO WITHIN 60 DAYS (SEE REJECTING ARBITRATION BELOW).

AGREEMENT TO ARBITRATE

Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

Claims Covered

- **What Claims are subject to arbitration?** All Claims relating to your account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.
- **Whose Claims are subject to arbitration?** Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.
- **What time frame applies to Claims subject to arbitration?** Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.
- **Broadest interpretation.** Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").
- **What about Claims filed in Small Claims Court?** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How Arbitration Works

- **How does a party initiate arbitration?** The party filing an arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiating and pursuing an

arbitration: American Arbitration Association or JAMS. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

- American Arbitration Association
 - 800-778-7879 (toll free)
 - Website: www.adr.org
- JAMS
 - 800-352-5267 (toll free)
 - Website: www.jamsadr.com

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

- **What procedures and law are applicable in arbitration?** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.
- **Who pays?** Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.
- **Who can be a party? (Not *that* kind of party)** Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including

assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

- **When is an arbitration award final?** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Rejecting Arbitration

- You have the right to reject this agreement to arbitrate if you notify us within 60 days of account opening. You must do so in writing by stating that you reject this agreement to arbitrate and include your name, account number, address and personal signature. Your notice must be mailed to us at Ness Well Financial, LLC, Attn: Cardmember Services, 228 Park Ave S. #70527, New York, NY 10003. Rejection notices sent to any other address, or sent by electronic mail or communicated orally, will not be accepted or effective.

Exhibit B

State Disclosures

- **MD Residents.** You have the right under Section 12-510 of the Commercial Law Code to receive an answer to your written inquiry regarding the status of your account.
- **MO Residents.** Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.
- **NH Residents.** This Agreement provides for reasonable attorneys' fees to be awarded to us in an action against you involving this Agreement. Reasonable attorney's fees will be awarded to you if you prevail in any action, suit or proceeding brought by us, or an action brought by you. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable.
- **NJ Residents.** Because certain provisions of this agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.
- **Married WI Residents.** If you are married, by submitting your credit card application you are confirming that this credit card obligation is being incurred in the interest of your marriage and your family. No provision of any marital property agreement (premarital agreement), unilateral statement under section 766.59 of the Wisconsin Statutes, or a court decree under section 786.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree, or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. If you are approved for the Ness Card, you agree to promptly notify Ness Well Financial at support@nesswell.com if you have a spouse who needs to receive notification from us that credit has been extended to you.

Exhibit C

Your Billing Rights: Keep This Document for Future Use

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

What to Do if You Find a Mistake on Your Statement

If you think there is an error on your Account Statement, write us Ness Well Financial, LLC Attn: Cardmember Services, 228 Park Ave S #70527, New York, NY 10003 ATTN: Billing Rights Notice or contact us through the Ness Well Mobile App. In your letter, give us the following information:

- **Account Information:** Your name and account number;
- **Dollar Amount:** The dollar amount of the suspected error; and
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Account Statement; and
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors **in writing or electronically**. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error; and
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question or report you as delinquent on that amount;
- The charge in question may remain on your summary, and we may continue to charge you interest on that amount;
- While you do not have to pay the amount in question, you are responsible for the remainder of your Balance; and
- We can apply any unpaid amount against your Credit Limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the

date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within **ten (10) days** telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

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

Your Rights if You are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your Ness Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement, we mailed to you, or if we own the company that sold you the goods or services.);
2. You must have used your Ness Card for the purchase.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us by phone at 1 (888) 842-6061, or by mail at Ness Well Financial, LLC Attn: Cardmember Services, 228 Park Ave S. #70527, New York, NY 10003.

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