Confidential

OTR VISA Debit Cardholder Agreement

Last updated: April 3, 2026

Please read this OTR VISA Debit Cardholder Agreement (the “Agreement”) carefully and retain it for your future reference. This Agreement applies to the OTRVISA Debit Card (singularly or collectively, the “Card”), which has been made available to you by OTR Capital, LLC d/b/a OTR Solutions. (“Program Partner”), the program partner responsible for managing the Card program, in partnership with Thread Bank, a bank chartered under the laws of the State of Tennessee (the “Bank”), a member of the Federal Deposit Insurance Corporation (“FDIC”). The terms and conditions of this Agreement apply to all Cards issued to you by us, all replacement Cards that we may issue to you from time to time at our option, and all transactions resulting from the use of the Card through an automated teller machine ("ATM"), a point-of-sale (“POS”) device or any other use of the Card, whether electronic or otherwise. Upon receipt of a Card, you must sign the signature panel.

Please read this Agreement carefully and keep it for your records. The request for, initial use of, or other acceptance of the Card, or the signing of any application for a Card or this Agreement, by you constitutes acceptance of this Agreement, and you agree to be responsible for all uses of any Card, Card number or 4-digit personal identification number (“PIN”) issued hereunder. The agreement you make with us, and the rights and obligations we both have, are governed by and interpreted according to Tennessee and federal law. This Agreement, together with other agreements or disclosures you may receive from us, such as the OTR Thread Business Deposit Account Agreement (“Account Agreement”) with respect to your business deposit accounts with the Bank ("Account(s)"), establishes our and your rights and obligations. Terms used in this Agreement but not defined, have the meaning given in the Account Agreement. To the extent any of the provisions in those documents are inconsistent with the information in this Agreement, this Agreement will govern with respect to the Card(s) and with respect to transactions made with any Card, Card number and/or PIN.

When you see the words “we,” “us,” or “our” in this Agreement, it refers to the Bank and any of the Bank’s affiliates, successors, or assignees. When you see the words “you” or “your” or "Cardholder" it refers to you, the owner of the Account and all joint account owners, if any, that has requested a Card(s) be issued in its name and/or in the name of its officers, agents, employees or representatives who have been authorized to use the Card.

You authorize us to pay from your Account(s) the total amount of any transaction originated by use of the Card. You also agree that the use of the Card described in this Agreement is subject to the rules, regulations and fees governing each Account(s) that is accessed by such Card, including the Bank's right of set-off.

1 Activating the Card and Setting a PIN

1.1 Card Activation

This Card requires activation before you may use it. You may activate the Card calling 833-333-0417. Your activation and use of the Card mean that you agree to the terms and conditions described in this Agreement.

If you do not want to activate the Card, you should destroy the Card by cutting it and then disposing of it.

1.2 Personal Identification Number (PIN)

You or your authorized employees, agents, or representatives will be required to select a PIN prior to using the Card for the first time. The 4-digit numerical PIN issued to you is for security purposes. The PIN represents your signature authorizing transactions made using your Card, identifies the bearer of the Card, and serves to validate and authenticate the directions given to complete the Card transactions.

YOU ARE RESPONSIBLE FOR SAFEKEEPING YOUR PIN. YOU MUST TAKE ALL REASONABLE PRECAUTIONS SO NO ONE ELSE LEARNS YOUR PIN AND YOU MUST NOT DISCLOSE OR OTHERWISE MAKE YOUR PIN AVAILABLE TO ANYONE NOT AUTHORIZED TO SIGN ON YOUR ACCOUNT(S). You agree that by disclosing your PIN to someone, you are authorizing them to use your Card in the same manner that you can use your Card. You are liable for all unauthorized transactions until such time that you send proper notification to the Bank and the Bank acknowledges receipt of such notice of unauthorized use in the manner set forth herein.

Your PIN should NOT be written on the Card(s), kept in the same wallet or place as your Card, or kept anywhere it is available to others for use.

1.3 Responsibilities

You assume personal responsibility for all transactions, fees, and charges arising from the use of the Card, Card information and/or PIN whether such use is with an ATM, banking terminal, POS device, electronic funds transfer device or any other means of access. If you have authorized another person to use the Card and/or PIN in any manner, that authorization shall be deemed to include the authorization to make withdrawals or transfers of funds from the Account to which Cards are linked, and such authorization shall be deemed to continue until you have taken all steps necessary to revoke it by preventing such use by that person, including notifying the Cardholder and contacting us to inform us that the Cardholder is no longer authorized.

If you have authorized someone to use any of your Cards, your authorization shall be considered by us to be unlimited in amount and manner and will be effective until the following takes place: (a) you notify us in writing that you have revoked the authorization to any such individual and have taken all necessary steps to revoke it; and (b) we have had reasonable opportunity and time to act on such notification. Your written request to revoke such authorization will result in the Card being closed/cancelled within three (3) business days after we receive your written notice. You will be responsible for all transactions and authorizations made with the Card(s) until that time. These procedures apply to authorization for use of your Card whereby a Card has either been issued to one of your employees, agents, representatives or any other individual or whereby temporary use or access to your/their Card has been given to any such persons.

To the greatest extent permitted by applicable law, you agree to pay us on demand for all purchases made, services rendered, and cash advances made by or to any person using the Card, Card number or PIN, including all fees and charges assessed either by the Bank or any third party. You further authorize us to transfer funds in the Account to the accounts of third parties you or other Cardholder may designate using our services. Except as specifically prohibited by law or regulation, you hereby waive as against us all of your claims, defenses, rights and offsets now or hereafter existing against any merchant or other payee for services or merchandise acquired with the Card.

Cancellation of a Card or termination of the Account shall not excuse your obligation to pay for all purchases or other transactions incurred against or in connection with the Account through the effective time of the cancellation or termination. This liability will be joint and several with you and other Cardholders. You are solely responsible for selecting Cardholders. You must require each Cardholder to comply with the terms and conditions of this Agreement, and you are responsible for the failure of any Cardholder to so comply. You acknowledge and agree that you are responsible for retrieving the Cards if any Cardholder leaves your employment or you otherwise revoke a Cardholder's authority to use a Card. Except as otherwise limited by applicable law, you will remain responsible for all Card transactions.

In addition to the above, you acknowledge and understand that Card(s) shall not be treated as consumer cards and are not subject to any of the consumer protections afforded under state and federal law, including the federal Electronic Funds Transfer Act (Regulation E). You acknowledge and understand that the Card is not a consumer access device under the provisions of the Electronic Funds Transfer Act or any other applicable law.

Use of your Card requires the maintenance of the Account held in your entity's name. If the Account is closed for any reason, this Agreement will be terminated; provided, however, all of your obligations under this Agreement will survive termination.

1.4 Permissible Uses of Your Card

Your Card is not a credit card. Therefore, when using your Card, such as to make cash withdrawals and/or POS purchases, keep in mind that the amount of such withdrawals and purchases will be automatically deducted from your Account(s). You will use the Card(s) only for business purposes and that you will not use the Card(s) for personal, household or family purposes. You will limit the use of each Card to legitimate business purposes and will take all necessary steps to ensure that each Card is used for no other purpose. The Bank may immediately terminate this Agreement if you or other Cardholder uses the Card for any consumer or personal purpose or in violation of any provision of this Agreement.

1.5 Ownership of Your Card

Each Card issued remains the property of the Bank. The Bank may, in its sole discretion, request for the Card to be returned at any time, whereupon you shall cut and return the Card immediately to the Bank. You must destroy the Card by cutting it immediately upon the termination of this Agreement or the Account or upon the cancellation of the Card. We reserve the right to revoke your electronic transaction privileges. You agree that we may terminate, limit or modify your right to use your Card(s) at any time in the future without notice to you.

2 Use of the Card

2.1 ATM Cash Deposits

With your PIN, you can use your Card to deposit cash into your Account at an in-network ATM. You can identify an in-network ATM by looking for the Allpoint logo on or near the ATM. You cannot make cash deposits at out-of-network ATMs.

2.2 ATM and Point-of-Sale PIN Withdrawals

With your PIN, you can use your Card to obtain cash from your Account up to the amount of your Available Balance at any ATM or any POS device in the United States that displays the Visa, Visa ATM, Plus, Interlink, or Accel acceptance marks. Not all merchants will permit you to get cash back through their POS devices.

If you use an ATM, including to make a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal, transfer, or deposit. This ATM fee is a third-party fee assessed by the individual ATM operator only and is not assessed or controlled by us. This ATM fee amount will be charged to your Account in addition to any applicable fees disclosed in this Agreement or your Account Agreement.

2.3 Retail Card Purchases

You may use your Card to make purchases using your PIN at any merchant with a POS device anywhere that displays the Visa, Visa ATM, Plus, Interlink, or Accel acceptance marks. You may also use your Card to make purchases without your PIN anywhere that Visa debit cards are accepted.

2.4 Split Transactions

You can instruct a merchant to charge your Card for part of a purchase and pay any remaining amount with cash or another card. This is called a “split transaction.” Some merchants do not permit split transactions. If you wish to conduct a split transaction, you must tell the merchant the exact amount you would like charged to your Card. If you fail to inform the merchant you would like to complete a split transaction and you do not have sufficient available funds in your Account to cover the entire purchase amount, your Card is likely to be declined.

2.5 Card-Not-Present Transactions

You may make retail card purchases without presenting your Card by providing information from your Card, such as transactions done by internet or telephone. Conducting transactions in this way has the same legal effect as if you used the Card itself. For security reasons, the amount or number of card-not-present transactions you are permitted to make may be limited.

2.6 Virtual Card Use

To the extent offered or permitted in connection with your Account, when you open an Account, you may also receive a virtual card (“Virtual Card”) represented by a 16-digit card number, a 3-digit card verification value (“CVV”) number, and an expiration date. The Virtual Card is separate from your physical Card and can be managed through the Online Banking Services (as defined in the Account Agreement). We will issue you a replacement Virtual Card when it expires. The Virtual Card accesses the available funds in your Account to make card-not-present transactions (see above) anywhere Visa debit cards are accepted in the same way as your physical Card. The Virtual Card can also be added to a Wallet (as defined below) in the same way as your physical Card. Your use of the Virtual Card is subject to the terms of this Agreement, including transaction limitations, to the same extent as your physical Card.

2.7 Use of the Card with Digital Wallets

A digital wallet ("Wallet") provides another way for you to make purchases with your Card. A digital wallet is a service provided by another company (such as Apple Pay, Android Pay, Samsung Pay, etc.), that allows you to use your Card to pay for transactions where the Wallet is accepted. A Wallet may not be accepted at all places where your Card is otherwise accepted, and your Card may not be eligible for all the features and functionalities of the Wallet. Any use of your Card in or through the Wallet continues to be subject to all terms and conditions of this Agreement. We may terminate your access to or use of your Card with a Wallet at any time and for any reason, including if you violate any of the terms or conditions of this Agreement.

You can add or remove your Card from a Wallet by following the instructions provided by the Wallet provider. By doing this, you agree to allow us to share your Card information with the Wallet provider. You may be required to take additional steps to authenticate your identity before your Card is added to the Wallet. We do not charge you any additional fees for adding your Card to a Wallet or for using your Card in the Wallet. However, any fees and charges that would apply when you use your Card outside the Wallet will also apply when you use a Wallet to make purchases with your Card or otherwise access your Card. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. The digital version of your Card in a Wallet may, in our sole discretion, be automatically updated or upgraded without notice to you.

We are not the provider of the Wallet, and we are not responsible for providing the Wallet service to you or for ensuring that your Card is compatible with any Wallet service. We are only responsible for supplying information to the Wallet provider to allow usage of your Card in the Wallet as you have requested. We are not responsible for any failure of the Wallet, any mobile device you use with the Wallet, or the inability to use the Wallet for any transaction. We are not responsible for the performance of services by any Wallet provider or any other third parties regarding any agreement you enter. We do not control the privacy and security of any of your information that may be held by the Wallet provider. Any information held by the Wallet provider is governed by the privacy policy given to you by the Wallet provider. If you have location services enabled on your mobile device, the location of your mobile device may be collected and shared by the Wallet provider in accordance with their respective data and privacy policies, including with us. If you request to add your Card to a Wallet, you authorize us to collect, transmit, store, use and share information about you, your mobile device, and your use of the Card.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY ARE WE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF A WALLET, YOUR USE OF THE CARD OR VIRTUAL CARD IN CONNECTION WITH A WALLET, OR A MOBILE DEVICE.

If you use a Wallet, you should protect your Wallet and your mobile device as you would your Card. If your Wallet or mobile device is compromised, lost or stolen, you should also consider your Card lost or stolen and notify us immediately. Please see below for instructions for reporting a lost or stolen Card.

If you have any questions, disputes, or complaints about a Wallet, contact the Wallet provider using the information given to you by the provider.

2.8 Foreign Transactions

Charges from foreign merchants and financial institutions may be made in a foreign currency. We will bill you in U.S. dollars based on the exchange rate on the day we settle the transaction, plus any special

currency exchanges charges that may be imposed by us, the Visa network and/or by any third-party used to complete the transaction.

The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Account.

Regardless of whether the transaction is made in foreign currency or in U.S. dollars, additional fees may apply to all international transactions using the Card. Please refer to our current fee schedule for more information about our fees.

2.9 Card Authorization Holds

When you use your Card to purchase goods or services or to obtain cash from a merchant, the merchant may request preauthorization ("Card Authorization") for the transaction. If the merchant makes such a request and there are sufficient available funds in your Account, we will approve the transaction and place a temporary hold on the funds in your Account. This hold will reduce the Available Balance in your Account. The amount of this temporary hold will usually be the amount of the Card Authorization. The hold will remain on your Account until the merchant sends the final amount of the transaction to us and requests payment ("Settlement"). In most cases, if the merchant does not request Settlement or is delayed in requesting Settlement, the hold will automatically be removed after three (3) days. However, for transactions with certain merchants, such as hotels, the hold may remain on your account up to seven (7) days.

Please note that the merchant controls the timing of both the Card Authorization and Settlement. This means that a merchant may initiate Settlement after the Card Authorization hold has already been removed. If the hold is removed and you spend the funds in your Account before Settlement, it may cause your Account to overdraw. In addition, the Card Authorization amount that the merchant requests may be different than the Settlement amount. It is therefore important that you keep track of your transactions and your Account. We cannot stop a Card transaction once we have approved a Card Authorization and you will be responsible for repaying any negative balance that may occur in your Account.

2.10 Customized Debit Card Limits

As part of the Online Banking Services, you may be given the ability to establish customized debit card transaction limits that are lower than the limits that are otherwise applicable to POS transactions and ATM withdrawals for yourself or any secondary cardholders to help you manage and control your spending.

3 Card Limitations

There may be limits on the amount and frequency of withdrawals, transfers, and deposits you can make using your Card. Please refer to the Account Agreement for any limits that may apply to your Account.

4 Returns and Refunds

Please be aware of the merchant's return policies before using your Card to make a purchase. Neither the Bank nor the Program Partner is responsible for the delivery, quality, safety, legality or any other aspect of the goods or services you purchase using your Card. If you have a problem with a purchase that you made with your Card or if you have a dispute with the merchant, you must handle it directly with the merchant. If you are entitled to a refund for any reason for goods or services obtained using your Card, you agree to accept credits to your Card for the refund and agree to the refund policy of the merchant. The amounts credited to your Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

5 Additional Benefits from Visa and Fraud Outreach Program

5.1 Additional Benefits

Your Card may also be eligible for certain benefits provided by Visa. Please see the Visa Debit Card Benefits Guide (https://usa.visa.com/support/consumer/debit-cards.html) for a full description of all additional benefits to which you may be eligible, specifically Visa Zero Liability Benefits (https://usa.visa.com/pay-with-visa/visa-chip-technology-consumers/zero-liability-policy.html). You are also eligible for Visa's Fraud Alerts Program.

5.2 Fraud Outreach Program Overview

We or the Program Partner will provide you with alerts via email, phone call, and/or text messages when suspicious activity involving your Card is detected.

By giving us your mobile number, you authorize SMS text messaging to notify you of suspected incidents of financial or identity fraud. Messaging frequency will depend on account activity. For more information or fraud outreach support, please refer to the "How to Contact Us" section of the Account Agreement. To cancel fraud SMS text messaging services at any time, reply STOP to any SMS text alert from your mobile device. You may still receive fraud alert notifications via email.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY ARE WE LIABLE FOR ANY LOSSES OR DAMAGES RELATING TO THE FRAUD OUTREACH PROGRAM.

Alerts sent via SMS text message may not be delivered to you if your phone is not in the range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within coverage, factors beyond the control of wireless carriers may interfere with messages delivery for which the carrier is not responsible. We do not guarantee that alerts will be delivered.

5.2.1 Release of Liability

Alerts sent via SMS may not be delivered to you if your phone is not in the range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within coverage, factors

beyond the control of wireless carriers may interfere with messages delivery for which the carrier is not responsible. We do not guarantee that alerts will be delivered.

6 Fees

There may be fees associated with your use of the Card. Please refer to the Account Agreement for any fees that may apply to your use of the Card.

7 Errors and Lost or Stolen Cards

7.1 Error Resolution

You may contact us by calling 1-833-333-0417 with questions concerning errors and disputes involving your Card.

You may contact us at the number above to report suspected errors or unauthorized transactions. Be sure to contact us immediately if you believe that an error or unauthorized transaction has occurred or may occur concerning your Card. You must contact us no later than thirty (30) days after we sent the FIRST statement on which the suspected error or unauthorized transaction appeared. You must provide us with the following information:

- Your name and Account number.
- A description of the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.
- If you tell us orally, we may require that you send us your complaint or question in writing by email within ten (10) business days.

After receiving your notice of error or unauthorized transaction, we will investigate and provide you with the results and any corrections we make to your Account within a commercially reasonable time.

7.2 Reporting Lost or Stolen Cards or Replacing Your Card

If you need to report your Card or PIN as lost, stolen, or compromised, or to replace your Card for any reason, please contact us at 1-833-333-0417 seven (7) days a week, twenty-four (24) hours a day. You will be required to provide personal information so that we may verify your identity before we will issue you a replacement Card.

You will assist us in determining the facts, circumstances and other pertinent information relating to any loss, theft, or possible unauthorized use of your Card and to comply with such procedures as we may require in connection with our investigation.

You shall promptly notify us of any suspected unauthorized activity (whether or not involving any of your employees, agents, or representatives).

8 Electronic Fund Transfers

Electronic fund transfers ("EFTs") are transactions that are processed by electronic means and include, among others, the types of transactions described in this section.

Your Account Agreement provides you with the information and terms about the EFTs that are permitted on your Account.

8.1 Types of EFTs Supported by Your Card

Subject to your Account Agreement, your Card allows the following types of EFTs:

- Transfers to or from your Account to a merchant or other third party by providing the third party with your Card or Card information
- ATM deposits and withdrawals using your Card

8.2 Limitations on EFTs

There are limitations on the frequency and amount of transactions you can make to or from your Account using your Card. These limits are different for each type of transaction. For limits that apply to Card transactions, please refer to your Account Agreement. For other limitations that may apply to your Account, please refer to your Account Agreement. Your Card may also be subject to security-related limits. These limits may change from time to time.

8.3 Documentation of Your Transactions

You will be provided with information about each transaction using your Card on your Account statements. Please refer to your Account Agreement for more information about statements and other ways to view your transaction history and other information. You will also have the option to receive a receipt when making a withdrawal at an ATM or when you make a POS purchase at a merchant.

8.4 Recurring Card Payments (Preauthorized Transfers)

If you authorize a merchant or other third party to automatically initiate a payment using your Card on a recurring basis, you must do so in writing. If you are issued a new Card with a different expiration date or a different number, we may (but are not obligated to) provide your new Card number and expiration date to a merchant or other third party with whom you have set up a recurring pre-authorized card payment to facilitate the continuation of your authorized recurring transactions.

If you do not wish Visa to provide your new Card number and/or expiration date to merchants or other third parties, please let us know by emailing us at support@otrclutch.com.How to Request a Stop Payment

If you authorize a merchant or other third party to take payments from your Account using your Card through recurring card payments, you can place a stop payment on one or all of those payments by contacting us by email at support@otrclutch.comat least three (3) business days before the next payment is scheduled to be made.

You must provide us with (1) your name, (2) your Account number, (3) the company or person taking the payments, and (4) the date and amount of the scheduled payment you wish to stop. If you want all future payments from that company or person stopped, be sure to tell us that as well. If you do not provide us with the correct information, such as the correct payee or the correct amount of the payment you wish to stop, we may not be able to stop the payment.

You may be charged a fee for each stop payment you request under your Account Agreement. Please refer to your Account Agreement for fees applicable to your Account.

8.5 Your Liability for Unauthorized EFTs

Contact us immediately if you believe that an unauthorized EFT has occurred by calling 1-833-333-0417. If your Card has been lost, stolen, or compromised call us at 1-833-333-0417.. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of a Card or the Account. This means your liability for unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement and the Account Agreement. You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with commercially reasonable security procedure to which we both agreed, unless otherwise required by law. Your liability for unauthorized EFTs is outlined in your Account Agreement. Please refer to your Account Agreement for details.

In addition and without limiting any other term of this Agreement or the Account Agreement, you are fully liable for all transactions conducted using the Card, Card number, or PIN if: (a) you give the Card, Card number, or PIN to another person, including any person who you expressly or implicitly authorize to use the Card and that person exceeds the authority granted or that person continues to conduct transactions after you have terminated authority, unless you have requested in writing that we cancel your Card and PIN pursuant to the above; (b) you fail to safeguard the Card, Card number, or PIN as required by this Agreement or you violate any other term of this Agreement; (c) the transaction is conducted by a person who has an ownership interest in your company or entity, by a Cardholder or a person authorized by a Cardholder, or by any other person who has an interest in the Account, who has authority to conduct transactions on the Account or who is an employee of yours; or (d) our investigation reveals that the facts do not reasonably support a claim of unauthorized use.

8.6 Our Liability for a Failure To Complete A Transaction, Unauthorized Transactions or Failure to Stop a Payment

We will respond to notices of errors or unauthorized EFTs and requests to stop payments in a commercially reasonable manner and time. Our liability for a failure to complete a transaction, an unauthorized transaction, or failure to stop a payment is limited to terms described in your Account Agreement. Please refer to your Account Agreement for details.

8.7 Our Business Days

Our business days are Monday through Friday, excluding federal holidays and Tennessee banking holidays.

9 Change to Services and Amendment of Terms

The services, functions, and facilities available through the use of the Card shall be determined by the Bank from time-to-time in its sole discretion.

We may change this Agreement, or any fees and features of the Card, at any time by posting an amended Agreement on the Program Partner's website, www.otrclutch.com , and any such amendment will be effective upon posting. We will give you advance notice of any change where required by law. We may provide such notice to you with your statement, electronically, or by mail. Any notice we provide to you will be binding and sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service. We may change or terminate this Agreement without notice at our discretion or to comply with any appropriate federal or state law or regulation.

If we make any of our other banking services available to you in connection with your Card, we may provide certain terms and conditions for those additional services to you in a separate agreement or disclosure.

10 Account Information Disclosed to Third Parties

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing the transaction
- To verify the existence and condition of your account with us (such as to confirm that sufficient funds are available to cover specific transactions) upon the request from a third party (such as a credit bureau or merchant)
- To comply with government agency or court orders, or to protect our legal rights
- To service providers who perform business functions on our behalf
- If you give us your written permission

We work with one or more third parties, including Unit Finance Inc. ("Unit") and the Program Partner, in connection with your Account. Specifically, Unit assists us by performing functions that you have otherwise authorized us to perform, such as processing transactions, handing account operations including account set-up, transaction monitoring, and customer support, and providing technological

connection to the Program Partner and the Bank. We may also share your information with other service providers that we believe need the information to perform a technology, business, or other professional function for us such as IT services, maintenance and hosting of our services, marketing partners, accounting, auditing, and tax services, and other professional services.

11 Cancellation

We may refuse to issue, deactivate, revoke, suspend or cancel your Card at any time with or without notice to you, other than as required by law. This includes deactivating or canceling your Card if it has been lost or stolen to prevent unauthorized transactions. You agree not to use your Card once it has been deactivated, revoked, suspended or canceled. We may also limit your use of the Card, including limiting or prohibiting specific types of transactions. If you would like to cancel your Card, you may do so at any time by contacting us through the Online Banking Services or by emailing us at support@otrclutch.com.

The cancellation of your Card privileges will not otherwise affect your rights and obligations related to your Account.

12 Indemnity; Disclaimer; and Limitation of Liability

12.1 Indemnity

You will indemnify, defend and hold us and our officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers (collectively, "Indemnified Parties") harmless from any and all losses, liabilities, costs, and expenses (including reasonable fees and expenses for attorneys, experts and consultants, reasonable out-of-pocket costs, interest and penalties), settlements, fines, fees, penalties, equitable relief, judgments, and damages ("Losses") imposed on or sustained, incurred or suffered by any of the Indemnified Parties, whether actual or threatened or proven or not, in respect of any and all actions, audits, arbitrations, assertions, suits, mediations, litigations, proceedings, examinations, hearings, inquiries, investigations, charges, complaints, claims (including counter or cross-claims), or demands by whosoever asserted ("Claims"), without regard to the merit or lack thereof, arising from or related in any way to (a) the matters set forth in this Agreement; (b) breach of this Agreement, including any warranties; (c) our taking any action or not taking any action that we are entitled to take pursuant to this Agreement; (d) any action or omission by you or any other Cardholder; (e) fraudulent activity; or (f) our action or inaction in reliance upon oral, written or electronic instructions or information from you, a person who has an ownership interest in your company or entity, by a Cardholder or a person authorized by a Cardholder, or by any other person who has an interest in the Account, who has authority to conduct transactions on the Account or who is an employee of yours.

12.2 Disclaimer of Warranties

ALL BANK SERVICES AND CARD FEATURES ARE PROVIDED IS PROVIDED "AS IS", "WHERE IS" AND "AS AVAILABLE". WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WE DO NOT WARRANT THE BANK'S SERVICES OR CARD FEATURES WILL MEET YOUR REQUIREMENTS, BE

CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. TO THE EXTENT THAT WE MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

12.3 Limitation of Liability

EXCEPT AS REQUIRED BY LAW, WE SHALL ONLY BE RESPONSIBLE AND LIABLE FOR OUR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT. EXCEPT AS REQUIRED BY LAW, TO THE EXTENT THAT WE ARE FOUND LIABLE, YOU MAY ONLY RECOVER AN AMOUNT LIMITED TO YOUR ACTUAL DAMAGES, NOT TO EXCEED THE TOTAL FEES AND CHARGES PAID BY YOU IN CONNECTION WITH THE SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. OUR LIABILITY MAY ALSO BE FURTHER REDUCED BY THE AMOUNT OF THE LOSS THAT IS CAUSED BY YOUR OWN NEGLIGENCE OR LACK OF CARE, AS WELL AS ANY RECOVERY OF THE LOSS YOU OBTAIN FROM THIRD PARTIES.

IN NO EVENT WILL YOU BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES, LOSSES OR EXPENSES (INCLUDING COUNSEL AND THIRD PARTY FEES OR FINES) OR LOST PROFITS, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, (a) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES; (b) EVEN IF SUCH DAMAGES, LOSSES OR EXPENSES WERE FORESEEABLE, (c) WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND (d) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. IF APPLICABLE LAW LIMITS THE APPLICATION OF THE PROVISIONS OF THIS SECTION, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMISSIBLE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE BANK WILL NOT BE LIABLE FOR ANY ERROR, FAILURE OR DELAY IN OUR ABILITY TO PERFORM OUR OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ANY ERROR, FAILURE OR DELAY IN THE PROCESSING OF ANY TRANSFER, ARISING FROM OR RELATING TO CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING ANY ACT OF GOD, WAR (DECLARED OR UNDECLARED), SABOTAGE, BLOCKADE, REVOLUTION, INSURRECTION, TERRORISM, CIVIL STRIFE, EXPROPRIATION, NATIONALIZATION, CHANGE IN LAW, GOVERNMENT ACTION, EMBARGO, SANCTION, ACCIDENT, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, PANDEMIC, EQUIPMENT FAILURE, SYSTEM FAILURE, TECHNICAL FAILURE, LABOR DISPUTE, UNUSUAL TRANSACTION VOLUME, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, OR THE FAILURE OF ANY THIRD PARTY TO PROVIDE ANY ELECTRONIC, DIGITAL OR TELECOMMUNICATIONS SERVICE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE SHALL NOT BE LIABLE TO ANY THIRD PARTY OR FOR ANY ACT OR OMISSION OF YOURS OR ANY THIRD PARTY, INCLUDING THIRD PARTIES USED BY US IN EXECUTING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR PERFORMING A RELATED ACT AND NO SUCH THIRD PARTY SHALL BE DEEMED TO BE OUR AGENT.

13 Governing Law, Forum, and Time Limits

All actions relating to your Card and this Agreement will be governed by the laws and regulations of the United States and Tennessee, irrespective of conflict of law principles. You agree that any dispute arising under this Agreement or relating in any way to your relationship with us that is not arbitrated pursuant

to the arbitration provisions of this Agreement will be resolved in a federal or state court determined pursuant to that provision.

Except where prohibited by law, you agree that you must file any lawsuit or arbitration against us within two (2) years after the claim arises unless federal or Tennessee law, or another agreement you have with us, provides for a shorter time. If federal or Tennessee law requires a longer time period than the time periods in this Agreement, you agree to the shortest time period permitted under the law.

14 Arbitration and Waivers

BE SURE THAT YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US.

14.1 Election to Arbitrate

You, Program Partner, and the Bank agree that the sole and exclusive forum and remedy for resolution of a claim be final and binding arbitration pursuant to this section (the "Arbitration Provision"). As used in this Arbitration Provision, "Claim" will include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of the Cards or this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement, including the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counterclaims, cross-claims, third-party claims, or otherwise. Please note that you may continue to assert Claims in small claims court, if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

You have the right to opt-out of this arbitration clause and it will not effect any other terms and conditions of this Agreement or your relationship with us. TO OPT OUT, YOU MUST NOTIFY US IN WRITING OF YOUR INTENT TO DO SO WITHIN SIXTY (60) DAYS AFTER OPENING YOUR ACCOUNT. Your opt-out notice can be a letter that is signed by you that states "I elect to opt out of the arbitration clause in my VISA Debit Cardholder Agreement for Account #" or any words to that effect. Send the notice to: 210 East Main Street, Rogersville, TN 37857. An election to opt out applies only to the account or accounts identified in your opt-out notice or, if no specific accounts are identified in your notice, then to any account(s) that became subject to the arbitration clause within the sixty (60)-day period before we received your notice. The arbitration clause will apply to any claims between us relating to any account(s) for which we do not receive an opt-out notice as described in this section.

14.2 Applicability of the Federal Arbitration Act; Arbitrator's Powers

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and will be governed by and enforceable under the Federal Arbitration Act (the "FAA"). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator will take steps to reasonably protect confidential

information. In any arbitration arising out of or related to this Agreement, the arbitrator will apply the limitation of liability set forth above and, for the avoidance of doubt, is not empowered to award (a) punitive or exemplary damages, losses or expenses, except where permitted by statute, or (b) incidental, indirect or consequential damages, or damages for lost profits. The parties waive any right to recover any such damages, losses or expenses.

14.3 Informal Dispute Resolution

If a Claim arises, our goal is to address your concerns and, if we are unable to do so, to provide you with a neutral and cost-effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will first submit your Claim to us by email atsupport@otrclutch.com and provide us with the opportunity to resolve your concern prior to initiating arbitration.

14.4 Arbitration Procedures

The party initiating arbitration will do so with the Judicial Alternatives and Mediation Services (“JAMS”). The arbitration will be conducted by a single arbitrator according to, and the location of the arbitration will be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision will control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. The arbitration will be held in the United States county where you live or work, or any other location we agree to.

14.5 Arbitration Fees

If we initiate arbitration, we will pay all the administrator's filing costs and administrative fees (other than hearing fees). If you initiate arbitration, filing costs and administrative fees (other than hearing fees) will be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We will pay the administrator's hearing fees for one (1) full day of arbitration hearings. Fees for hearings that exceed one (1) day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party will bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights will apply in the arbitration notwithstanding anything to the contrary herein.

14.6 Appeals

Within thirty (30) days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within thirty (30) days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal will be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, will be final and binding, except

for any appeal right under the FAA, and may be entered as a judgment in any court of competent jurisdiction.

14.7 No Class Actions

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration will determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and will not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator will have the power or authority to waive, modify, or fail to enforce this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, will be invalid and unenforceable. Any challenge to the validity of this section will be determined exclusively by a court and not by the administrator or any arbitrator.

14.8 Survival and Severability of Arbitration Provision

This Arbitration Provision will survive the termination of this Agreement. If any portion of this Arbitration Provision other than the preceding subsection is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision will nevertheless remain valid and in force. If there is a final judicial determination that applicable law precludes enforcement of this Arbitration Provision's limitations as to a particular claim for relief or particular term, then that claim (and only that claim) or that term (and only that term) must be severed from the Arbitration Provision and may be brought in court. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in the previous subsection are finally adjudicated pursuant to the last sentence of that subsection to be unenforceable, then no arbitration will be had. In no event will any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

14.9 Judicial Forum for Claims

Except as otherwise required by applicable law, in the event that this Arbitration Provision is found not to apply to you or your Claim, you and the Bank agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Tennessee. Both you and the Bank consent to venue and personal jurisdiction there. All parties agree to waive our right to a jury trial.

14.10 WAIVER OF RIGHT TO LITIGATE

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY BUT ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVING THAT RIGHT BY AGREEING TO THIS AGREEMENT AND ARBITRATION PROVISION.

15 Interpretation

Except as otherwise expressly provided in this Agreement, the following rules apply: (a) the singular includes the plural and the plural includes the singular; (b) all references to the masculine gender include the feminine gender (and vice versa); (c) "include", "includes" and "including" are not limiting; (d) unless the context otherwise requires or unless otherwise provided herein, references to a particular agreement, instrument, document, law or regulation also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument, document, law or regulation; (e) a reference in this Agreement to a section or schedule is to the section of or schedule to this Agreement unless otherwise expressly provided; (f) a reference to a Section in this Agreement, unless the context clearly indicates to the contrary, refers to all sub-parts or sub-components of any said Article or Section; (g) words such as "hereunder," "hereto," "hereof," and "herein," and other words of like import, unless the context clearly indicates to the contrary, refers to the whole of this Agreement and not to any particular section, subsection or clause hereof; (h) where the Agreement states that a Party "shall," "will," or "must" perform in some manner or otherwise act or omit to act, it means that the Party is legally obligated to do so in accordance with the Agreement; and (i) references to any statute includes any amendments thereto and its implementing regulations.

16 Miscellaneous

You may not assign, transfer, or otherwise delegate, whether by operation of law or otherwise, the Card or your rights or obligations, in whole or in part, under this Agreement. Any assignment, transfer or delegation or attempted assignment, transfer or delegation in violation of the foregoing shall be void. Notwithstanding, the Bank may assign, transfer or otherwise delegate its rights or obligations, in whole or in part, under this Agreement in our sole discretion. Except with respect to Indemnified Parties and except as otherwise specified in this Agreement, this Agreement is not intended to and shall not be construed to give any third party any interest or rights (including any third-party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby. Use of the Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. The Bank does not waive its rights by delaying or failing to exercise them at any time. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible. The headings in this Agreement are only for convenience and do not in any way limit or define your or our rights or obligations under this Agreement. You agree that this Agreement and the Account Agreement are the entire statement of the terms and conditions, which apply to the subject matter hereof. If any term or condition of this Agreement should be invalidated or unenforceable for any reason, all other terms and conditions will continue in full force and effect.