

Terms and Conditions Applicable to the Premier Account Application

Important: Please read the following Terms and Conditions for the Premier Account Application and keep a copy for your records.

Thank you for applying for a deposit account (an "Account") offered by our financial institution (the "Bank"), that will be serviced by Dama Financial ("Dama" or "Dama Financial" and, together with the Bank "we", "our" or "us"). We look forward to getting to know you and your business better. This document constitutes the agreement ("Agreement") outlining the terms and conditions applicable to your application for an Account. To obtain an Account you must complete the application process in accordance with this Agreement. If the Bank determines your application and information meets its account opening requirements, it will open an Account for you.

Authorization: When you ("you" and "your" means you in your personal capacity and as the owner, officer or partner of the company applying for an Account) submit an application for an Account, you agree to the following:

1. You represent and warrant that you have the authority to bind your business to the terms & conditions of this application and the Account Agreement. You authorize us to obtain background reports, credit bureau reports, criminal history records from any criminal justice agency and any other information about you and your business in connection with: 1) the evaluation of the eligibility of your company for an Account; 2) the administration or ongoing monitoring of your company's Account; and 3) offering you enhanced or additional products and services.
2. When you register to begin the application, you will be presented with an opportunity to accept the terms of the Account Agreement. You will agree to the terms of this Agreement by providing your digital signature and/or using or authorizing the use of the Account. A copy of the current version of the Account Agreement can be found here <https://www.damafinancial.com/legal/DamaFinancialAccountTermsAndConditions.pdf>.
3. When you give us your mobile phone number, you also give us your permission to contact you at that number with respect to all of your interactions with us. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. Your consent also allows companies working on our behalf to service your Account to contact you. Message and data rates may apply. You may contact us anytime to change these preferences.
4. When you give us your email address, you give us your permission to contact you at that email address about all of your interactions with us. You may contact us at anytime to change these preferences.

Applying for an Account

Definitions

When used in this Agreement, "Ultimate Beneficial Owner" refers to the person, persons or organizations who own a significant stake in your business. "Control Person" refers to the officers, directors and key employees of your business. "Partners" means significant customers of and vendors to your business. We will determine who is included in the group consisting of your Ultimate Beneficial Owners, Control Persons and Partners based on the business information you supply us in connection with your Account application. Unless it would be inconsistent to do so, words and phrases used in these terms and conditions should be construed so that the singular includes the plural and the plural includes the singular.

In order to submit an application, you must be an individual who can lawfully enter into and form contracts on behalf of your business under applicable law in the state in which your company resides or does business. By applying for an Account, you acknowledge and agree that your Account may only be used for business purposes and that Accounts may only be opened by business entities (including sole proprietorships). You must be at least

21 years old to apply for an Account. To qualify for an Account, you must have a valid permanent home address, and your business must be located, within the United States.

To understand your business and comply with Regulatory and Compliance guidelines set by the Federal and State governments, we will request information about your business (including financial information) and your licenses ("Business Information"). We will also request information about the Ultimate Beneficial Owners, Control Persons and Partners associated with your business. If you omit any information on the application, we will deny your request for an Account

After you submit your application, an email will be sent to Ultimate Beneficial Owners, Control Persons and Partners associated with your business requesting them to (i) provide additional information that we will use to evaluate your application and (ii) consent to the identity, criminal, background and credit checks we will conduct regarding them in connection with our evaluation of your application. Your application will not be approved if any Ultimate Beneficial Owners, Control Persons or Partners associated with your business fail to provide the additional information and consents we request.

When the requested information and consents are submitted, we will obtain additional data from third parties and conduct identity, criminal, background and credit checks for your business, yourself and others associated with the business, including the Ultimate Beneficial Owners, Control Persons and Partners.

We will review your Business Information and the identity, background and credit checks we obtain as part of your application to determine whether your business is eligible for an Account. Based on this review, you may or may not be approved for an Account.

You are responsible for notifying us of any change to the Business Information, Ultimate Business Owners, Control Persons or Partners at all times during the application process and thereafter if you are approved for an Account. Changes include, but are not limited to, or changes in any of your Ultimate Beneficial Owners, Control Persons or Partners and any changes in a person's physical address, email address or text message address. You must provide us with notice of any such change no later than two (2) weeks after the change takes effect. Any notice of changes to the information contained in your application may be provided to us via email at ClientServices@DamaFinancial.com, by telephone at 1-877-401-3262 (DAMA).

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

USA PATRIOT Act and Bank Secrecy Act: Please note: Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account with them (collectively, "Customer Information"). This information includes, but is not limited to, your name, address, date of birth, and other information that will allow us to identify you and your business. We may also ask for identifying documents and other information. Our policies may also require additional information about you or any person associated with you or your Account to ensure that we comply with all applicable Customer Information requirements. We will decline your application if we are unable to obtain information sufficient to satisfy these requirements. By applying for an Account, you confirm that neither you nor any Control Persons, Partner or Ultimate Beneficial Owner associated with your business is subject to any sanctions programs administered or enforced by the U.S. Department of the Treasury, Office of Foreign Asset Control.