Savings Account Agreement & Disclosures

SAVINGS ACCOUNT AGREEMENT AND DISCLOSURES MVB BANK, INC. PERSONAL SAVINGS ACCOUNT AGREEMENT

IMPORTANT: THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION III. PLEASE REVIEW SECTION III CAREFULLY THIS ACCOUNT IS FOR PERSONAL, FAMILY, OR HOUSEHOLD USE ONLY AND MAY NOT BE USED FOR COMMERCIAL PURPOSES.

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1. Introduction and Definitions

This Savings Account Agreement and Disclosures (the "Agreement") governs the savings account ("Account" or "Savings Account") available from MVB Bank, Inc., member of the Federal Deposit Insurance Corporation ("FDIC") (the "Bank") on behalf of DingoBlu Financial, Inc., the program partner responsible for managing the DingoBlu Account ("Company").

Account Tiers.

The Savings Account is offered in three tiers: AdvantageBlu, PremierBlu, and SignatureBlu. The Savings Account is an optional, interest-bearing account offered only to holders of an open, active DingoBlu deposit account (the "Deposit Account"). It is accessed through the Company website or mobile application (together, the "Platform").

Roles of the Bank and Company.

The Bank issues the Savings Account, holds your funds, and is responsible for decisions relating to opening, closing, restricting, or suspending your Savings Account, for Regulation E error-resolution determinations, and for all other decisions this Agreement identifies as reserved to the Bank. Company operates the Website and Mobile App, provides Customer Services, and performs other servicing functions on the Bank's behalf. Where this Agreement uses "we," "our," or "us," that refers to the Bank, whether acting directly or through Company as its service provider. Where this Agreement names Company specifically, that action is Company's alone. "You" and "your" refer to the owner of the Savings Account.

A "business day" is Monday through Friday, excluding federal holidays. A "calendar day" runs from midnight to midnight in Eastern Time. Deposits or transfer requests received by [4:00 PM ET] are treated as received that business day; requests received after that time, or on a non-business day, are treated as received the next business day.

This Account is intended for personal, family, or household use. We may close or restrict the Account if we determine it is being used for business purposes, or if required to comply with applicable law.

2. Eligibility and Account Opening

To open a Savings Account, you must:

- Be a U.S. citizen or legal alien, or otherwise a U.S. tax resident eligible to hold an Individual Taxpayer Identification Number ("ITIN"), in each case residing in one of the fifty (50) states of the United States or the District of Columbia;
- Be at least 18 years old (or older, if your state of residence sets a higher majority age) ;
- Hold an open and active Deposit Account; and
- Consent to electronic delivery of all account communications, including tax documents and statements, and maintain a valid email address on file.

Your Savings Account must correspond to your Deposit Account tier (e.g., AdvantageBlu Deposit Account holders may only have an AdvantageBlu Savings Account). If your Deposit Account tier changes, your Savings Account tier will change accordingly.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: When you open an Account, we will ask for your name, address, date of birth, and other non-public personal information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents.

We may use information from third parties to help us determine if we should open your Account or continue supporting your use of your Account

Applications are submitted through the Platform. Prior to opening the Account, you must accept our separate [INSERT E-SIGN ACKNOWLEDGE DOCUMENT NAME]. You are responsible for determining whether the account type you select suits your circumstances; we do not advise on the legal effect of your choice except as required by law.

How to Contact Us

You can reach us in any of these ways:

- Call 1 (866) 593-4646 (Customer Service is available Monday through Sunday, 24 hours a day)
- Through the Mobile App or Website at [dingoblu.com]
- By email: support@dingoblu.com
- By mail:

DingoBlu Financial, Inc
Attn: Customer Services
PO Box 480220
Charlotte, NC 28269

Use these contact methods for questions about your Account, to report lost or stolen credentials, to dispute a transaction, to request a written transaction history, or to close your Account. Where a specific section of this Agreement (such as Arbitration Notices or Fee-Change Notices) requires a different address or method, that section will say so.

3. Account Ownership and Titling

Each Savings Account may be held by only one natural person, who controls deposits and withdrawals alone. The Account may not be jointly owned, held by an entity, or titled as Payable on Death ("POD") or In Trust For ("ITF").

Death or Incapacity. You (or someone acting on your behalf) must notify us promptly of your death or legal incapacity. Until we receive notice and have a reasonable opportunity to act, we may continue processing deposits and instructions. Even after learning of your death, we may honor transactions dated on or before

the date of death for up to ten (10) days afterward, unless instructed otherwise by a party with a claimed interest in the Account. We may require documentation before acting on any such claim.

This Agreement does not create a fiduciary relationship between you and us.

4. Deposits and Transfers In

You may fund the Savings Account only by:

- Transferring available funds from your Deposit Account through the Platform; [and]
- ACH transfer from your Deposit Account or an external bank account owned by you, subject to applicable Nacha operating rules[; and]
- Directing a portion of a payroll or benefits direct deposit into the Savings Account.

The Savings Account may not be used for any debits or transactions other than transfers to the Deposit Account. . Any such items will be rejected or returned.

Accepted Deposit Types. Deposits to this Account may only be made by ACH transfer, internal transfer from your Deposit Account, or direct deposit, as described above. We do not accept cash deposits to this Account. We do not accept foreign currency deposits to this Account. Any cash or foreign currency received for deposit will be returned to the address we have on file for you.

Collection of Deposited Items. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond ordinary care. All items are credited subject to final settlement. We may forward items to correspondent institutions, including Federal Reserve Banks, and are not liable for their default or neglect. If we permit withdrawal of funds before final settlement and settlement is not made, we may charge your Account or seek a refund from you. We may charge back any deposited item before final settlement for any reason, without liability for resulting damages, except to the extent caused by our lack of good faith or failure to use ordinary care.

Provisional Payment. Credit given for a deposit is provisional until we receive final settlement. If final settlement is not received, we may reverse the credit, and the party that transmitted the payment will not be treated as having paid you.

International ACH Transactions. A transaction originating from a financial agency outside U.S. territorial jurisdiction may be subject to additional review under Office of Foreign Assets Control ("OFAC") rules, and will not be available to you until that review is complete.

Notice of Receipt. We will not notify you separately of our receipt of an ACH order unless the originator specifically requests that we do so. We will, however, continue to reflect receipt of payments in your periodic electronic statements.

Your Waiver of Notice. By opening this Account, you waive any notice of non-payment, dishonor, or protest regarding any item credited to or charged against your Savings Account.

We are not liable for a failed or delayed transfer under this section, including for any interest that would otherwise have accrued, except as required by law.

5. Withdrawals and Transfers Out

Withdrawals are made by transferring funds to your Deposit Account. We reserve the right to require seven (7) days' advance written notice before honoring a withdrawal request, as permitted under applicable federal regulations governing savings deposits.

6. Electronic Fund Transfer Disclosures

This section applies to electronic fund transfers ("EFTs") on an Account established primarily for personal, family, or household purposes, as required by the Electronic Fund Transfer Act and Regulation E.

- Right to Documentation. Your Account receives a periodic statement reflecting all EFT activity.

- Pre-Authorized Deposits. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or entity, you may contact us through the Platform or at 1 (866) 593-4646 to confirm whether a given deposit has been made.

Consumer Liability for Unauthorized Transfers.

Contact us at once if you believe your credentials have been lost or stolen. Telephoning is the best way to minimize your possible losses. If your credentials have been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, call 1 (866) 593-4646. If you notify us within two (2) business days after you learn of any unauthorized transactions, you may be liable for no more than $50.00 if someone used your Account without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your credentials and we can prove that we could have stopped someone from using your Account without your permission if you had promptly notified us, you may be liable for as much as $500.00.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the section labeled "Error Resolution". If you do not notify us within sixty (60) days after the statement was made available to you, you may not get back any of the value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking value if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If your credentials have been lost or stolen, we will close your Account to keep losses down and send you a replacement Account number.

If your Account changes you must immediately notify your employer or any other payors or merchants. You must provide them with your new Account number to ensure that your direct deposit and/or ACH debit activity continues uninterrupted.

Error Resolution. If you believe your statement or a transaction record is wrong, or you need more information, call 1 (866) 593-4646, contact us through the Mobile App, email at support@dingoblu.com or write to Company Customer Services,

DingoBlu Financial, Inc
Attn: Customer Services
PO Box 480220
Charlotte, NC 28269

no later than sixty (60) days after we sent the first statement on which the issue appeared. Provide your name, a description of the suspected error, and the dollar amount involved. If given orally, we may require written confirmation within ten (10) business days. We will determine whether an error occurred within ten (10) business days (twenty (20) for new accounts) and correct any confirmed error promptly. If we need more time, we may take up to forty-five (45) days (ninety (90) for new accounts [or foreign-initiated transfers]), but will provisionally credit your Account for the disputed amount while we investigate, provided you submitted any required written confirmation on time. We will report results within three (3) business days of completing the investigation, and will provide a written explanation if we find no error occurred. You may request copies of documents used in our investigation.

Liability for Failure to Complete Transactions.

If we do not properly complete a transaction from your Account on time or in the correct amount according to our Agreement with you; we will be liable for your direct losses or damages, subject to limits of liability. However, there are some exceptions. We will not be liable, for instance:

a. If through no fault of ours, you do not have enough funds available in your Account to complete the transaction;
b. If a merchant refuses to accept your Account number;

c. If an ATM where you are making a cash withdrawal does not have enough cash;
d. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
e. If access to your Account has been blocked after you reported your Account number lost or stolen;
f. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
g. If we have reason to believe the requested transaction is unauthorized;
h. If circumstances beyond our control (such as fire, flood, power failure, strike, labor dispute, critical service provider failure, computer breakdown, telephone line disruption, government or regulatory action, or a natural disaster) prevent the completion of the transaction, despite reasonable precautions that we have taken;
i. If access to your Account has been blocked by us for suspected fraud or if we have reason to believe a requested transaction is unauthorized;
j. In the case of pre-authorized credits, the data from the third party is not received, or is incomplete or erroneous; or
k. Any other exception stated in our Agreement with you.

Fees for EFT Services. All fee amounts will be withdrawn from your Account and will be assessed as long as there is a remaining balance in your Account, except where prohibited by law. Any fees charged by a third party will be assessed against your Account automatically. These third-party fees could bring your Account to a negative balance or cause attempted transactions to be declined. The schedule of current fees, maintenance charges and minimum balance requirements for each deposit account is contained in a separate document called the "Savings Accounts Fee Schedule," as it may be amended from time to time, and is incorporated herein by reference. You agree to pay the fees contained in the Savings Accounts Fee Schedule. Bank and/or Company may change its maintenance fees, activity charges, and minimum and/or average balance requirements from time to time and will provide you with notice of any change.

Right to Stop Payment of Preauthorized Transfers and Procedures for Doing So.
If you have authorized or directed us in advance to make a recurring payment out of your Account, you can stop any of these payments. Here's how:

To stop a recurring transfer to a merchant you preauthorized to debit your Account, please contact the merchant to request cancellation of the recurring payment.

If the merchant with whom you arranged recurring transfers from your Account is unable or unwilling to stop the transfer, call Company Customer Services at 1 (866) 593-4646 to request a stop on such payment. Your request to stop payment must be received at least three (3) business days before the payment is scheduled to be made. Such a stop payment request will cancel a single, i.e. one (1) recurring payment. If you want to permanently stop all recurring payments to a specific merchant, you may be required to put your request in writing within fourteen (14) days after you call. If we ask you to put your request in writing, you will need to tell us; the name of the payee, the dollar amount of the payment and the date of the payment. If written stop payment notification is required but is not received within fourteen (14) days, only the first payment you notified us of will be stopped, and future payments will not be stopped.

Notice of Varying Amounts. If these regular payments you make may vary in amount, the person you are going to pay will tell you the transfer date and the amount of the transfer ten (10) days before each payment is scheduled to take place. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set).

Liability for Failure to Stop Payment of Preauthorized Transfer.
If you order us to stop a preauthorized payment three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages, subject to any limits of liability.

Disclosure of Account Information to Third Parties.
We may disclose information to third parties about your Account or the transactions you make:
a. Where it is necessary for completing transactions;
b. In order to verify the existence and condition of your Account for a third party, such as a merchant;
c. In order to comply with government agency, court order, or other legal or administrative reporting requirements;
d. If you consent by giving us your written permission;
e. To our employees, auditors, affiliates, service providers, or attorneys as needed;
f. As noted in the Company Privacy Policy and Bank Consumer Privacy Notice(s); or
g. As otherwise as necessary to fulfill our obligations under this Agreement.

7. Non-Sufficient Funds and Overdrafts
An **"Overdraft"** occurs when we pay a transaction even though your available balance is insufficient to cover it, resulting in a negative account balance. A **"Non-Sufficient Funds"** or **"NSF"** event occurs when we decline or return a transaction because your available balance is insufficient to cover it.

We do not pay Overdrafts under any circumstances, and we do not charge an Overdraft Fee or an NSF Fee. If your available balance can't cover a transaction, we simply decline it, at no cost to you. The order in which we process multiple transactions on the same day may affect which transactions are paid and which are declined; factors we may consider include the time a transaction occurred, its dollar amount, the order in which it was presented to us, and our assessment of risk.

If funds are deposited or transferred into your account by mistake, we may correct this by deducting the amount from your Account without advance notice, which could leave your Account with a negative balance despite the above. If your Account balance becomes negative for any reason (for example, a reversed deposit, a disputed transaction, or a fee you owe us), you must promptly deposit funds to bring your balance positive.

If your Account remains negative for sixty (60) calendar days or more, we may close it. A persistently negative balance may also be reported to consumer reporting agencies, which could affect your ability to open deposit accounts with us or other institutions in the future. See "Liability, Set-Offs and Legal Process" below for additional remedies available to us if your account remains negative.

8. Account Limits and Rate Disclosures
FDIC Insurance. The funds in your Savings Account are insured by the Federal Deposit Insurance Corporation ("FDIC") up to $250,000, subject to applicable limitations and requirements of FDIC insurance. If you maintain other deposits with MVB Bank, those deposits are aggregated with your Savings Account balance for purposes of the $250,000 limit. To learn more about FDIC insurance, review the information provided by the FDIC at www.fdic.gov/deposit/deposits.

Minimum to Open. In order to open the AdvantageBlu account, you must make an initial deposit of $25. In order to open the PremierBlu account, you must make an initial deposit of $250. In order to open the SignatureBlu account, you must make an initial deposit of $500.

Balance Requirements. There are no ongoing minimum balance requirements. [The maximum balance is $9,999,999 and amounts above this do not accrue or receive credited interest and may be returned to you.]

Minimum Balance to Obtain APY. There is no minimum daily balance requirement to obtain the disclosed APY.

Balance Computation Method. We use the daily compounding method to calculate interest on your Savings Account. This method applies a periodic rate to the balance in your Savings Account each day. We use 365 days to calculate the periodic rate, except in a leap year, when we use 366 days.

this Agreement.

Inactivity / Dormancy.
You understand that if your account is dormant for twelve (12) consecutive months, we may close your account. We reserve the right to refuse to return any unused balance amount less than $1.00. Your account will become dormant unless, within the specified period above, you have conducted account activity such as depositing or withdrawing funds. If we close your Account, we will utilize our standard procedure as outlined in below under the Closing and Restricting Account paragraph.

Closing the Account. You may close your Account at any time, with or without cause, by contacting support through the Platform or by phone. We may close or restrict your Account, or limit specific transactions at any time, without notice or your consent, to the extent permitted by law, including where you provided false or misleading information when opening the Account, the Account carries a negative balance, the Account generates ACH returns, we suspect illegal or fraudulent activity, a dispute affects the Account, or you have otherwise violated this Agreement.

TRANSACTION LIMITS

TRANSACTION TYPE	FREQUENCY LIMIT	DOLLAR LIMIT
ACH Withdrawals to the Deposit Account	[No more that six (6) withdrawals from a Program Partner's Savings Account in one calendar month][OTHER DRAFT}	[INSERT PROGRAM SPECIFIC LIMITS]
ACH deposits initiated on the Platform	[No limits]	[INSERT PROGRAM SPECIFIC LIMITS]
[Incoming ACH transfers initiated at an external financial institution]	[No limits]	[No limits]
[Direct Deposit]	[No limits]	[No limits]

Limits may be modified at our discretion, based on account history and risk factors, without prior notice. Exceeding these limits may result in account closure or further restriction on transfers.

Rate Information. The interest rate on your Account is expressed as an Annual Percentage Yield ("APY") and are disclosed in the Interest Rate and APY Schedule.

Variable Rate. Your interest rate and APY may change. Determination of Rate. We may change the interest rate and APY on your Account at our discretion.

Frequency of Rate Changes. We may change the interest rate at any time.

Limitations on Rate Changes. There are no maximum or minimum interest rate limits for this Account.

Compounding and Crediting. Interest is compounded daily and credited monthly. The minimum interest payable in a statement period is $0.01; if interest earned is less than that, no interest is paid for that period, and any fraction of a cent is carried over to the next period. If you close the Account before interest is credited, you will forfeit any accrued interest that has not yet been paid. Interest may be reported to the IRS on Form 1099.

Accrual of Interest. Interest accrues based on the Account balance each calendar day as of the daily cutoff. Any funds credited or debited before the daily cutoff are included in that day's balance for interest calculation purposes.

Accrual of Non-Cash Deposits. Interest on non-cash deposited items begins to accrue no later than the business day we receive credit for the deposit.

9. Statements, Inactivity, and Closure
Statements. Your statements are delivered electronically through the Platform. You are responsible for reviewing each statement promptly and notify us of any discrepancy, including unauthorized or altered items, with reasonable promptness. You should notify us no later than sixty (60) days after the statement becomes available of any discrepancy or your right to dispute it may be barred or limited to the extent permitted by law. Any of your disputes arising from an electronic fund transfer are instead resolved under Section 6 of

The Savings Account will close if you close your Deposit Account.

If the Account has a balance when closed, we will return it to you, unless prohibited by law, by transfer to your Deposit Account or last successfully linked external account, or by mailing a check. We may decline to return an unused balance of less than $1.00 unless applicable law requires otherwise. Closure does not affect obligations or rights that arose before closure. You may only have one active Savings Account per person at a time.

10. Liability, Set-Off, and Legal Process
Our Liability. If we fail to complete a transaction correctly or on time under this Agreement, we are liable for resulting losses, except where: you lacked sufficient available funds through no fault of ours; access was blocked following a report of a lost or stolen account; funds were subject to a legal or administrative hold; we reasonably believed the transaction was unauthorized; circumstances beyond our reasonable control (fire, flood, system failure, etc.) prevented completion despite reasonable precautions; or another exception stated in this Agreement applies.

Set-Off. If your Deposit Account carries a negative balance, we may apply funds in your Savings Account to satisfy that balance. This reflects our right to set off any liability you owe us, direct or contingent, against any account you hold with us, and you grant us a lien on and security interest in your deposited funds for this purpose. This right extends to electronically deposited federal or state benefit payments (including Social Security), unless you instruct the paying agency to redirect those benefits elsewhere; if benefits are deposited after you become ineligible, we may set off against your accounts to return those funds if we are obligated to do so. We will notify you if we exercise this right.

If your Savings Account becomes and remains negative, we can use the funds in any of your accounts held by the Bank to repay the amount owed on the negative balance of your Savings Account. This means, we have the right to set-off any liability, direct or contingent, past present or future that you owe against any account you have with us. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for all your liabilities and obligations to us now or in the future. We do not have to give you any prior notice to apply the funds. You expressly agree that our rights extend to any electronically deposited federal or state benefit payments (including Social Security benefits) if applicable law allows. If you don't want your benefits applied in this way, you may change your direct deposit instructions at any time with the person or organization paying the benefits. If any federal benefits or other payments are deposited to your account after you become ineligible to receive them, we may set-off against any of your accounts to recover the payments if we're obligated to return funds to the payor. We will notify you if we have exercised our right to set-off.

Legal Process. If a garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other court order, or other legal process ("Legal Process") is brought against your Account, we have the right to place a hold on, remove from your account, and/or remit to the designated third party any amount in your account as required by that Legal Process. We may also refuse to permit, or may limit, withdrawals, transfers, closures, or refunds until the Legal Process is satisfied or dismissed, and we have first claim to any and all funds in your account regardless of its terms. Unless the law requires otherwise, we are not obligated to notify you that we've received a Legal Process. We will not contest a Legal Process on your behalf, and we are not liable to you for complying with one, even if doing so leaves insufficient funds to cover a transaction you've already authorized. Any garnishment or levy against your account is also subject to our right of set-off described above. We may restrict the use of your account for as long as it is involved in any legal proceeding, and you agree to reimburse any expenses, including legal fees, we incur because of a Legal Process against your account; we may charge those expenses directly to your Account.

Attorneys' Fees. You agree to reimburse us for reasonable losses, costs, or attorneys' fees, to the extent permitted by law, arising from any dispute involving the Account — including disputes between you and us, or situations where we become involved in a dispute between you and a third party — and you authorize us to deduct such amounts from the Account without prior notice.

Reporting Unauthorized Use. Contact us immediately if you suspect your credentials or Account have been compromised, lost, or stolen, or that an unauthorized transfer has occurred: Customer Support 1 (866) 593-4646 or support@dingoblu.com.[support channel/phone/address].

11. Power of Attorney
You may appoint another individual as attorney-in-fact on your deposit account through a written power of attorney designation document. As the account owner, you are the person who executes the power of attorney and are known as the "Principal." The person granted attorney-in-fact authority is known as the "Agent." We generally will accept a power of attorney that complies with applicable state law, but we may refuse to accept a power of attorney for reasonable cause. We may require the Agent to execute an affidavit in a form acceptable to us detailing the validity of the presented power of attorney. The Principal is responsible for providing us with notice if the Agent exceeds the authority granted by the Principal in the power of attorney or if the power of attorney is revoked. The Agent is required to notify us in writing if the Principal dies or is declared incompetent. The power of attorney will continue in force until (a) we receive written revocation from the Principal; (b) we receive written notification of the Principal's death; or (c) we receive written notification of the death or incapacity of the Agent. We may continue to honor transactions made by the Agent until we have received such written notice and have had a reasonable opportunity to act on it.

12. Tax Reporting, Backup Withholding, and Escheatment
Backup Withholding. You may not open this Account if you are currently subject to IRS backup withholding.

Escheatment. If funds are returned to us and remain uncollected, we will follow the escheatment procedure required by applicable state law, and we are relieved of responsibility once funds are escheated in accordance with that law. You will need to pursue collection directly with the relevant state.

Tax Reporting. Interest paid on the Account may be reported to the IRS as described in Section 8.

13. Communications and Credit Reporting
Notices. You are responsible for promptly notifying us of any change in address, name, email, or death of an accountholder. Notices from you are effective only once received and we have had a reasonable opportunity to act; notices from us are effective when sent to the most recent address or email on file.

Telephone and Electronic Communications. We may use automated telephone dialing, text messaging systems, and electronic mail ("email") to provide messages to you about your Deposit Account, your Savings Account, this Agreement, and your relationship with us or Company, consistent with the E-Sign Consent. You agree that your telephone communications with us or Company may be monitored, recorded, and retained by us for training, quality control, evidentiary, and other purposes. However, we are not under any obligation to monitor, record, retain, or reproduce such items, unless required to do so by applicable law.

The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else, or displayed on a mobile device, whether viewed by you or someone else. These messages may also be recorded by your answering machine. You give us and Company your permission to call or send a text message to any telephone number you have given us, or you give to us in the future, and to play pre-recorded messages or send text messages with information about this Agreement, your Deposit Account, your Savings Account, and your relationship with us or Company over the phone. By providing a telephone number, you represent that you are the current subscriber or customary user of that number and that you are authorized to provide consent for that number. You also give us and Company permission to communicate such information to you by email. You understand that, when you receive such calls, texts, or emails, you may incur a charge from the company that provides you with telecommunications, wireless, and/or internet services. You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you.

If a telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber, or primary user of such telephone number(s), you agree to promptly give us notice of such facts so that we may update our records. You agree that this authorization constitutes a bargained-for exchange.

To the extent you have the right under applicable law to revoke this authorization, you agree you may do so by calling us at 1 (866) 593-4646 or emailing us at support@dingoblu.com or by any other reasonable

means. Revocation of consent to telephone calls and text messages under this section does not constitute withdrawal of your E-Sign Consent; to withdraw your consent to receive electronic communications and disclosures, you must follow the procedures set forth in the E-Sign Consent. You may revoke consent to automated texts by replying STOP to any text we send. We will not send more than 2 promotional texts per week. Message frequency varies for transactional text alerts. Message and data rates may apply. See our Terms of Use at [INSERT URL] and our Privacy Policy at [INSERT URL] for more information.

Your consent to receive communications under this Agreement with respect to your Deposit Account, including any associated rewards and benefits, and your consent to receive communications with respect to your Savings Account are linked. If you revoke your consent to receive communications with respect to your Deposit Account, such revocation will also be treated as a revocation of your consent to receive communications with respect to your Savings Account, and vice versa. You may revoke consent to all automated calls and texts regarding both your Deposit Account and your Savings Account by calling us at 1 (866) 593-4646, emailing us at support@dingoblu.com, replying STOP to any text we send, or by any other reasonable means.

Credit Reporting. We may report information about your Account, including delinquencies, to consumer credit bureaus.

14. Fees

Fees may reduce earnings as described in the Savings Account Fee Schedule. Any fees applicable to this Account are set out in the fee schedule provided to you at account opening and incorporated here by reference. Fees are withdrawn from the Account and will continue to be assessed as long as a balance remains, except where prohibited by law. Third-party fees charged against the Account are your responsibility and may result in a negative balance or declined transactions.

In order to waive the periodic (monthly charge) listed in the Savings Account Fee Schedule:

- AdvantageBlu: Maintain a $500 average daily balance.
- PremierBlu: Maintain a $2,000 average daily balance.
- SignatureBlu: Maintain a $3,000 average daily balance.

15. Dispute Resolution

Please read the following section carefully because it **requires you to arbitrate certain disputes and claims and limits the manner in which you can seek relief, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this arbitration provision. In addition, arbitration precludes you from suing in court or having a jury trial.**

In this arbitration provision only, references to "we" or "us" mean (1) the Bank and the Company; (2) their parents, subsidiaries, affiliates, assignees and successors; (3) the employees, directors, officers, shareholders, members and representatives of these companies; and (4) any person or company that you name in a Dispute at the same time you pursue a related Dispute against us.

No Representative Actions. Any claim, controversy, or dispute arising out of or related to this Agreement, the Savings Account, the creation, use, existence, or other issues related to the Savings Account, or any other products or services provided by or on behalf of us (a "Dispute") is personal, and any Dispute will be resolved solely through individual action, and will not be brought as a class action, class arbitration, or any other type of representative proceeding.

Arbitration of Dispute. Except for small claims actions in which you or we have asserted an individual action in small claims court located in the applicable county of residence, or any Dispute in which you or we seek only injunctive or other equitable relief for alleged breaches of confidentiality obligations or for alleged infringement or misappropriation of intellectual property, you and we waive any and all right to a jury trial or to have any Dispute resolved in court. If an individual action originally brought in small claims court is transferred, removed, or appealed to a different court, it is then eligible for arbitration at either party's request.

Before starting an arbitration or lawsuit, the party seeking to commence a proceeding (the "Claimant") must give the other party (the "Respondent") written notice of the Claim (a "Notice"). We may send a Notice to you at any address we have for you in our records. A notice or letter stating that any amount you owe us is past due will serve as a Notice.

A Notice sent to us must be provided to us at:

Attn: Legal Department
MVB Bank, Inc.
301 Virginia Ave
Fairmont, West Virginia 26554

The Claim Notice must (a) include your name, residence address, email address, and telephone number; (b) describe the nature and basis of the Dispute; (c) set forth the specific relief sought and (d) be signed by you. Any notice from us to you will be similar in form to that described above. A Notice shall not apply to Disputes that are asserted only as counterclaims. The statute of limitations for any Dispute will be tolled for 60 days following service of a proper Notice. If the parties cannot reach an agreement to resolve the Dispute within thirty (30) days after such Notice is received, then either party may submit the Dispute to binding arbitration as provided herein or, under the limited circumstances set forth above, in court. Arbitration of Disputes will be administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules ("AAA Rules"), including, if applicable, its Mass Arbitration Supplementary Rules, before one arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration proceedings will be held in your county of residence. The most recent version of the AAA Rules is available on the AAA website (https://adr.org/) and is hereby incorporated by reference. You either acknowledge and agree that you have read and understand the AAA Rules or waive your opportunity to read the AAA Rules and waive any claim that the AAA Rules are unfair or should not apply for any reason. If the AAA is unavailable, and you and we can't agree on a replacement, then you or we may ask a court with jurisdiction to select the substitute administrator.

This Agreement affects interstate commerce, and the enforceability of this Section III will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the "FAA"), to the maximum extent permitted by applicable law. If the FAA, this Agreement, and the AAA Rules are found to not apply to any issue that arises under this Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the State of West Virginia.

As limited by the FAA, this Agreement, and the AAA Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Dispute, including the power to determine the question of arbitrability, and to grant any remedy and award any relief that would be available in court for the claims presented in arbitration.

The arbitration may allow for the discovery or exchange of non-privileged information relevant to the Dispute. The arbitrator, us, and you will maintain the confidentiality of any arbitration proceedings, judg-

ments, and awards, including information gathered, prepared, and presented for purposes of the arbitration or related to the Dispute therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy, or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

Your responsibility to pay any AAA filing, administrative, and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed $75,000, we will pay all such fees, unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The parties agree that the provisions of Federal Rule of Civil Procedure 68 shall apply to any Dispute and be enforced by the arbitrator. Any Dispute must be filed within one year after the relevant claim arose; otherwise, the Dispute is permanently barred, which means that you and we will not have the right to assert the claim.

How to Opt Out of Arbitration. You may opt out of this arbitration section. If you do that, a court will resolve any dispute or claim. To reject this section, send us a notice within thirty (30) days after you open your Savings Account. The notice must include your name, address, account number, and personal signature, and must be either emailed to [INSERT OPT-OUT EMAIL] or mailed to the following addresses:

Attn: Fintech Operations
MVB Bank, Inc.
301 Virginia Ave.
Fairmont, West Virginia 26554

These are the only ways you can reject this section. Rejecting this arbitration section will not affect any other provision of this Agreement. It will also not affect any prior arbitration agreement or dispute resolution provision between you and us, which will remain in full force and effect. If you don't reject this arbitration section, it will be effective as of the date of the Agreement and will supersede any prior arbitration agreement between you and us that would otherwise be applicable.
Severability. If any provision of this arbitration section is found to be unenforceable or unlawful for any reason: (a) the unenforceable or unlawful provision shall be severed from this Agreement; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this arbitration section or the parties' ability to compel arbitration of any remaining Disputes on an individual basis; and (c) to the extent any Dispute must therefore proceed on a class, collective, consolidated, or representative basis, that Dispute must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of that Dispute shall be stayed pending the outcome of any individual Disputes in arbitration. If you or we seek public injunctive relief as a remedy for any Dispute (a "Public Injunctive Relief Request") you and we agree that the Public Injunctive Relief Request cannot be arbitrated. Instead, that Public Injunctive Relief Request shall be adjudicated by a court after all other Disputes to be decided in arbitration under this Arbitration Agreement are resolved in arbitration, including all causes of action pursuant to which a Public Injunctive Relief Request is made. You and we agree to jointly request that the court stay the Public Injunctive Relief Request until after the remaining Disputes have been finally resolved in arbitration, and that the parties will only seek to lift the stay and request that the court resolve the Public Injunctive Relief Request if an arbitrator finds that one of them is liable for a Dispute for which public injunctive relief is an available remedy.

Survival. This arbitration section shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of either party; (iii) any transfer, sale, or assignment of your Savings Account, or any amounts owed on your Savings Account, to any other person or entity; and (iv) the closing of your Savings Account.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE SAVINGS ACCOUNT. CALL 1 (866) 593-4646 TO CLOSE THE SAVINGS ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.

16. Privacy
Our privacy notice is available to you at [INSERT] (the **"Privacy Notice"**). Company's privacy policy is available at [INSERT] (the **"Company Privacy Policy"**). Both the Privacy Notice and Company Privacy Policy are considered part of this Agreement and are hereby incorporated by reference.

17. General Provisions
This Agreement is governed by the laws of the State of West Virginia, except where preempted by federal law. If a provision is found invalid or unenforceable, the remainder of the Agreement remains in effect. We may amend this Agreement at any time; if a change would adversely affect you, we will provide thirty (30) days' written notice where legally required, except that security-related changes may take effect immediately. Continued use of the Account after notice constitutes agreement to the amendment. Your account or obligations under this Agreement may not be assigned by you without our written consent; we may transfer our rights under this Agreement at any time. No delay or failure by us in exercising any right under this Agreement waives that right.

This Agreement, together with our Privacy Notice, and any other document expressly incorporated by reference, constitutes the entire agreement between you and us regarding the Savings Account, and supersedes any prior oral or written understanding on that subject. Section headings in this Agreement are for convenience of reference only and do not affect its interpretation. This Agreement is binding upon and inures to the benefit of you and us and our respective successors and permitted assigns. Nothing in this Agreement confers any right or remedy on [Program Partner] or any other third party, and [Program Partner]'s role is limited to servicing the Account on our behalf; it is not a party to this Agreement. By opening and maintaining this Account, you represent that you are not subject to sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, and you agree to comply with all applicable laws in your use of this account.

This Agreement is effective as of [Month/Year].

INTEREST RATE AND ANNUAL PERCENTAGE YIELD (APY SCHEDULE)

CHECKING ACCOUNTS	AdvantageBlu	PremierBlu	SignatureBlu
Interest Rate	0.1998%	0.2995%	0.3992%
APY	0.20%	0.30%	0.40%
Qualifying Balance for Interest	No requirement	No requirement	No requirement

SAVINGS ACCOUNT FEE SCHEDULE

Fee Description &	AdvantageBlu Fee	SignatureBlu Fee	PremierBlu Fee
Periodic (Monthly)	$4.00	$7.00	$10.00
Account Closure Fee (within the first 120 days)	$25.00	$25.00	$25.00
Electronic Statement	$0.00	$0.00	$0.00
Return of Deposited or	$0.00		
Dormant Account Fee	$0.00	$0.00	$0.00
Withdrawal Fee	$0.00	$0.00	$0.00
Pre-authorized	$0.00		