



Certificate of Deposit Agreement

Please read this Account Agreement carefully and print or save a copy for future reference.

NOTICE OF BINDING ARBITRATION AGREEMENT

THE ARBITRATION AGREEMENT INCLUDED BELOW CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND US. AMONG OTHER THINGS, THE ARBITRATION AGREEMENT PROVIDES, WITH LIMITED EXCEPTIONS, THAT YOU OR WE MAY ELECT TO HAVE DISPUTES RESOLVED BY BINDING AND FINAL ARBITRATION INSTEAD OF COURT. THE ARBITRATION AGREEMENT ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ THE ARBITRATION AGREEMENT CAREFULLY AND IN ITS ENTIRETY. IF YOU HAVE QUESTIONS ABOUT ARBITRATION, PLEASE CONSULT AN ATTORNEY, AS THIS SECTION AFFECTS YOUR LEGAL RIGHTS.

UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT WITHIN 30 DAYS OR ARE A “COVERED BORROWER” AS DEFINED BY THE MILITARY LENDING ACT: (1) WE CAN REQUIRE YOU TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ONLY THROUGH BINDING, FINAL ARBITRATION, WITH LIMITED EXCEPTIONS; (2) YOU WAIVE YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL; AND (3) YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR OTHER REPRESENTATIVE PROCEEDING OR CLASS-WIDE ARBITRATION.

TERMS AND CONDITIONS OF YOUR ACCOUNT

Due to the passage of the “USA PATRIOT Act,” we are required to notify customers of the following information: Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time.

AGREEMENT

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

Interest rates and annual percentage yields (APY) on our interest-bearing accounts are established at our discretion based on market conditions and may change without notice.

As used in this document the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms “you” and “your” should not be interpreted, to expand an individual’s responsibility for an organization’s liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural, and he plural includes the singular.

DEFINITIONS

“Account” or “CD” means the certificate of deposit as well as the deposit it evidences.

“Transfer” means any change in ownership, withdrawal rights, or survivorship rights, including (but not limited to) any pledge or assignment of this account as collateral. You cannot transfer this account without our written consent.

CERTIFICATE OF DEPOSIT PRODUCT TERMS

You agree to keep your funds with us in this account until the maturity date. (An automatically renewable account matures at regular intervals.) You may not transfer this account without first obtaining our written consent. This account is void if the deposit is made by any method requiring collection (such as a check) and the deposit is not immediately collected in full. If the deposit is made or payable in a foreign currency, the amount of the deposit will be adjusted to reflect final exchange into U.S. dollars.



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Minimum Balance Requirement. You must make a minimum deposit of \$500.00 to open this account.

Maximum Total Deposit Limitation. The maximum deposit amount is limited to \$500,000.00 per account. Deposit products are FDIC-insured up to \$250,000 per depositor, per ownership category. Please visit <https://www.fdic.gov/resources/deposit-insurance/> for additional information on the FDIC insurance limits.

Transaction Limitations. You cannot make additional deposits to this account during a term (other than credited interest).

You may request us to allow you to withdraw all or part of your funds in the account before its maturity date. If we consent to early withdrawal for any reason other than death or declaration of legal incompetency of a depositor, a penalty may be assessed on the amount withdrawn. You cannot withdraw principal from or add additional deposits to this account without our consent except on or after maturity.

For accounts that automatically renew, there is a ten-day grace period after each renewal date during which withdrawals and deposits are permitted without penalty

Early Withdrawal Penalty. If we consent to a request for a withdrawal that is otherwise not permitted you may have to pay a penalty.

The penalty is based on the principal amount of your certificate, the rate, the length of the term of the certificate, and the amount of the withdrawal.

Withdrawals of Interest. Interest credited during a term can be withdrawn monthly and credited to a LendingClub checking or savings account.

Early Withdrawal Penalty Amount Calculation

Term of CD - 1 year or less	Term of CD - Greater than 1 year
90 days simple interest	180 days simple interest

Renewal Policy – Automatic Renewal. This account will automatically renew on the maturity date.

Each automatic renewal term will be the same as this original one, beginning on the maturity date (unless we notify you, in writing, before a maturity date, of a different term for renewal). You must notify us by phone or in writing before, or within a ten-day grace period after, the maturity date if you do not want this account to automatically renew. For Personal CDs, during the ten-day grace period you may also take action via Online or Mobile Banking if you do not want your account to automatically renew.

Interest earned during one term that is not withdrawn during or immediately after that term is added to principal for the renewal term. For Personal CDs, during the ten-day grace period you may also take action via Online or Mobile Banking if you do not want your account to automatically renew.

The rate for each renewal term will be determined by us on or just before the renewal date. You may call us on or shortly before the maturity date and we can tell you what the interest rate will be for the next renewal term. For Personal CDs you may also visit the Personal Banking Rates page (<https://www.happen.com/personal-deposits/account-rates>), Online Banking or Mobile Banking once your CD has matured to view your new CD interest rate. On accounts with terms of longer than one month we will remind you in advance of the renewal and tell you when the rate will be known for the renewal period.

Interest Accruals. Interest begins to accrue on the business day you deposit any non-cash item (for example, a check). Interest will be compounded monthly. Interest will be credited monthly. Unless otherwise agreed to by the parties, the interest payment method will be capitalization. The annual percentage yield assumes that interest remains on deposit until maturity. A withdrawal of interest will reduce earnings.

Daily Balance Computation Method. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Accrued interest is credited to the balance in the account on the last business day of each month. Accrued interest that is credited to the balance in the account begins to earn interest no later than the next business day and compounds with each statement cycle.

Withdrawals and Transfers. Only those of you who sign the permanent signature card may withdraw funds from this account. (In appropriate cases, a court appointed representative, a beneficiary of a trust account whose right of withdrawal has matured, or a newly appointed and authorized representative of a legal entity may also withdraw from this account.) The specific number of you who must agree to any withdrawal is written on page one in the section bearing the title NUMBER OF ENDORSEMENTS. This means, for example, that if two of you sign the signature card but only one endorsement is necessary for withdrawal then either of you may request withdrawal of the entire account at any time. Unless otherwise specified in writing, only one endorsement is required to withdraw funds from this account. These same rules apply to define the names and the number of you who can request our consent to a transfer.

Pledges. Any pledge of this account (to which we have agreed), must first be satisfied before the rights of any joint account survivor beneficiary or trust account beneficiary become effective. For example, if one joint tenant pledges the account for payment of a debt and then dies, the surviving joint tenant's rights in this account are subject first to the payment of the debt.

GENERAL DEPOSIT ACCOUNT TERMS

DEPOSITS

We will give only provisional credit until collection is final for any items, other than cash, we accepted for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit.



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You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. If you are allowed to make additional deposits to your account after opening it, the provisions of this section also apply to items you deposit to your time deposit account.

WITHDRAWAL LIMITATIONS

Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Notice of withdrawal. We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.)

Except as expressly provided in this Agreement, after the time deposit account is opened, you may not make deposits into the time deposit account. Withdrawals from the time deposit prior to the maturity date are subject to penalty as described in Certificate of Deposit Product Terms above.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account is an account in the name of one person.

Joint Account – With Survivorship (And Not As Tenants In Common) is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Revocable Trust Account. Beneficiary only - One or two of you (called trustees) may create such an account in trust for other persons. Payments may be made to the trustee, or if there are two trustees, to either or both of the trustees or the survivor. Upon the death of the trustee or the death of both trustees, payment may be made to the person or persons who survive the death of the last surviving trustee in an equal portion of the funds for whom the trust was made, or that person's legal representative.

TELEPHONE TRANSFERS

A telephone transfer of funds from this account to another with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

For Consumer and Small Business transfer requests, please call 800.242.0272

For Commercial transfer requests, please call 833.498.1399

AMENDMENTS AND TERMINATION

We may amend this Agreement from time to time upon prior notice to you. Amendments of this Agreement may include the modification or deletion of existing provisions and the addition of new provisions. We agree to provide you notice of any amendment (except an amendment benefiting you) on the later of (A) at least thirty (30) days, or such longer period if required by law, before that amendment becomes effective, or (B) upon maturity and renewal of the account, by mailing you notice of the amendment to the last address shown on our records, or by posting notice of the amendment in our offices. We may, but are not required to, give you notice if the amendment will be to your benefit. If there is more than one account owner, we will send the notice of amendment to only one of you. By continuing to maintain your account or obtaining the services or products relating to this Agreement after the amendment becomes effective, you agree to the amendment of this Agreement. We also may, in our sole discretion, discontinue certain kinds of services, products and accounts, place restrictions on certain accounts or create new ones. If we discontinue the kind of account you have, we can transfer your funds to another type of account. In that case, we will mail you a notice at least thirty (30) days before the transfer takes effect. By continuing to maintain your account after the transfer takes effect, you expressly agree to the change in the kind of account you have.

NOTICES

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

STATEMENTS

Periodic statements for your account will be made available on a monthly statement cycle.

Your duty to report unauthorized signatures, alterations and forgeries– You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.



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You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error – such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

ACCOUNT TRANSFER

This account may not be transferred or assigned without our prior written consent.

SETOFF

We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as sole accountholders, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

CREDIT VERIFICATION

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

You understand the importance of your role in preventing misuse of your accounts through Internet Banking and you agree to promptly examine your statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your User ID and password are intended to provide security against unauthorized entry and access to your accounts.

ADDRESS OR NAME CHANGES

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. Account owners must always have a primary U.S. address in order to maintain a deposit account with Happen Bank.

WAIVER OF NOTICES

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS

This agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

DEATH OR INCOMPETENCE

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

TELEPHONIC INSTRUCTIONS

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS

We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to this account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS

If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

RESOLVING ACCOUNT DISPUTES

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.



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LIABILITY

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

INDEMNIFICATION

At our request, you agree to defend, indemnify, and hold harmless Happen Bank and our respective parents, subsidiaries, and other affiliated companies, and each of their respective employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

LIMITATION OF LIABILITY

Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer the Cards and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the Cards, any products or services purchased using the Cards, or this Agreement (as well as any related or prior agreement that you may have had with us).

WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW.

NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE

From time to time services related to your account may be inoperative, and when this happens, you may be unable to use your account or obtain information from your account, including the available balance of funds in your account. Please notify us at 800.242.0272 for Personal and Small Business certificates or at 833-498-1399 for Commercial certificates if you have any problems with your account. You agree that we, and their respective affiliates, employees, or agents are not responsible for any interruption of service.

DISCLAIMER OF WARRANTIES

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

GOVERNING LAW

This Agreement is governed by and interpreted according to federal law and the laws and regulations of the state of Utah. If state and federal law are inconsistent, or if state law is preempted by federal law, federal law governs. This Agreement may rely upon all applicable preemptions afforded to national banks by the laws and regulations of the United States of America.

ARBITRATION AGREEMENT

RESOLUTION OF DISPUTES: PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, IF YOU DO NOT OPT OUT OF THIS ARBITRATION AGREEMENT AS PROVIDED IN SUBSECTION (b) BELOW. IF YOU ARE A "COVERED BORROWER" AS DEFINED BY THE MILITARY LENDING ACT (32 C.F.R. § 232, AS AMENDED FROM TIME TO TIME), THIS SECTION (ARBITRATION AGREEMENT) IS NOT APPLICABLE TO YOU AND YOU DO NOT NEED TO TAKE FURTHER ACTION TO OPT OUT. FOR PURPOSES OF THIS SECTION (ARBITRATION AGREEMENT), THE TERMS "WE," "US," AND "OUR" INCLUDE HAPPEN BANK, NATIONAL ASSOCIATION, LENDINGCLUB CORPORATION, AND/OR THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, RELATED PERSONS OR ENTITIES, AND ANY PREDECESSORS AND SUCCESSORS IN INTEREST; ANY SUBSEQUENT HOLDER OF ANY ACCOUNT OR LOAN YOU OBTAIN; AND ANY ASSIGNEE OF ANY CORRESPONDING ACCOUNT AGREEMENT OR LOAN AGREEMENT.

YOU AND WE ACKNOWLEDGE THAT WE AND YOU HAVE A RIGHT TO LITIGATE CLAIMS IN COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF EITHER WE OR YOU ELECTS TO HAVE A DISPUTE DECIDED THROUGH ARBITRATION PURSUANT TO THIS ARBITRATION AGREEMENT. YOU AND WE NEVERTHELESS HEREBY KNOWINGLY AND VOLUNTARILY WAIVE OUR RIGHTS TO LITIGATE CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY EITHER YOU OR US.

a. You and We Agree to Arbitrate Disputes Between Us. Either you or we may, at either's sole election, require that the sole and exclusive forum for resolution of a Claim be final and binding arbitration pursuant to this Section ("Arbitration Agreement"), unless you opt out as provided in Subsection (b) below. We agree not to invoke our right to arbitrate an individual Claim you may bring in small claims court, so long as the Claim remains in such court, is within that court's jurisdiction, and advances only on an individual (non-class, non-representative) basis and seeks relief only applicable to you. Accordingly, filing or pursuing a Claim in small claims court does not waive any right to seek arbitration for Claims outside the court's jurisdiction or if the Claim is transferred, removed, or appealed to a different court.

As used in this Arbitration Agreement, "Claim" shall 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 (or persons claiming through or connected with us), on the other hand, relating to or arising out of any Terms, Service (including but not limited to the Site and the HB Platform), deposit account, deposit account application, loan application, loan request, or loan, and/or the activities or relationships that involve, lead to, or result from any of the foregoing. Claims are subject to arbitration regardless of whether they arise from contract, tort (intentional or otherwise), a constitution, statute, common law, principles of equity, or any other legal theory. Claims include matters arising as initial claims, counter-claims, crossclaims, third-party claims, or otherwise. Even if all parties have opted to litigate a Claim in court, you or we may choose to arbitrate any Claim made by a new party or any Claim later asserted by a party in that action or any related or unrelated lawsuit.

The scope of this Arbitration Agreement is to be given the broadest possible interpretation that is enforceable. Your agreement to the Agreement is made pursuant to a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1, et seq., governs the interpretation and enforcement of this Arbitration Agreement.

b. Opt Out Procedure. You may opt out of this Arbitration Agreement for all purposes by sending an arbitration opt-out notice to Happen Bank, N.A., 2701 N Thanksgiving Way, Suite 300, Lehi, UT 84043, Attention: Legal Department, which is received at the specified address within 30 days of the date of your electronic acceptance of the Agreement. The opt-out notice must be personally signed by you and clearly state: (i) that you do not wish to resolve disputes with us through arbitration; (ii) the date of your Agreement and your account number; and (iii) your first and last name, mailing address, email address and social security number. You may send an opt-out notice by U.S. mail, delivery service (e.g., UPS, FedEx, etc.) or courier as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Agreement. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt-out notice on your behalf. If you opt out of this Arbitration Agreement then we will also not be bound by it; however, all other parts of the Agreement will continue to apply.

c. Pre-Arbitration Notice of Dispute and Informal Dispute Resolution Period. If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. Therefore, before filing any Claim in arbitration, you agree to notify us by sending an email to customeradvocacy@happen.com that provides your first and last name, current email address, mailing address, and telephone number, as well as the name, email address, and telephone number associated with your account (if different from your current information) and account number; and describe the nature of the Claim and the specific relief being sought. To protect your account information, any authorization of a third-party, including any counsel you may have, to access your account information must comply with our customer authentication policies in effect at such time, which may require, among other things, that you provide identifying information to confirm your identity against account information maintained in our systems.

Further, before you file a Claim in arbitration, you and we agree to meet and confer, via teleconference or videoconference, in a good faith effort to informally resolve any Claim covered by this Arbitration Agreement. If either party is represented by counsel, that counsel may participate in the informal dispute resolution conference. During this process, you may be provided with, or you can provide, an offer of judgment. All offers, promises, conduct, and statements made in the course of the informal dispute resolution process by any party, its agents, employees, and attorneys are confidential and not admissible for any purpose in any subsequent proceeding, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the informal dispute resolution process.

The informal dispute resolution conference shall occur within 60 days of receipt of the written notice described above, unless an extension is mutually agreed upon. If, after participating in that conference, the parties are unable to resolve the Claim, you may commence an arbitration in accordance with this Arbitration Agreement. Completion of this informal dispute resolution is a condition precedent to filing any demand for arbitration. Failure to do so is a breach of this Arbitration Agreement, and no demand for arbitration shall be valid unless such written notice is provided and good faith discussions have been conducted. Any statute of limitations will be tolled while the parties engage in the informal dispute resolution process described in this Subsection (c).

d. Arbitration Procedures. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. The arbitrator(s) can award the same damages or other types of relief on an individual basis that a court could under applicable law, subject to the limitations set forth in this Arbitration Agreement. All issues are for the arbitrator(s) to decide, except issues relating to arbitrability, the scope or enforceability of this Arbitration Agreement, or the interpretation or enforceability of Subsection (g) below (Class Action Waiver and Jury Trial Waiver) shall be for a court of competent jurisdiction to decide.

The party initiating arbitration shall do so with the American Arbitration Association (the "AAA"). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the AAA, except to the extent such rules or policies conflict with this Arbitration Agreement or any countervailing applicable law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA's web site at: www.adr.org. In the case of a conflict between the rules and policies of the AAA and this Arbitration Agreement, this Arbitration Agreement shall control, subject to countervailing applicable law, unless all parties to the arbitration consent to have the rules and policies of the AAA apply.

Except to the extent superseded by Federal law, the arbitrator(s) will apply the substantive law of the State of Utah, without regard to principles of conflicts of law, to any dispute or Claim in arbitration, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall take steps to reasonably protect confidential information. The award of the arbitrator(s) shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

e. **Costs of Arbitration.** Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. Each party shall bear the expense of its own attorneys, experts, witnesses, and other expenses, regardless of which party prevails. However, if the arbitrator finds at any time that a Claim was filed frivolously, for purposes of harassment, or otherwise in bad faith, then the filing party will reimburse the other party for all costs and fees, including attorneys' fees, associated with such Claim.

f. **Procedures for Mass Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and we agree that if 25 or more similar Claims (including yours) are asserted against us by or through the same or coordinated counsel or are otherwise coordinated, then the resolution of your dispute will be subject to these Procedures for Mass Arbitration. These Procedures for Mass Arbitration will apply whether or not such Claims are filed simultaneously. You also agree to the following process and application of the AAA's rules for Mass Arbitration, including the AAA Consumer Mass Arbitration and Mediation Fee Schedule and the AAA Mass Arbitration Supplementary Rules:

Stage 1: Counsel for the claimants and counsel for us shall each select 10 cases (per side) to proceed first in individual arbitration proceedings. The parties may, but are not required to, agree in writing to modify the number of cases to be included. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected to proceed to individual arbitration proceedings pursuant to this Subsection (f). A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator during the process unless the parties agree otherwise, and the arbitrator is encouraged to resolve the case(s) within 120 days of appointment. After decisions have been rendered in the first 20 cases, we and all claimants shall engage in a global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the first 20 cases.

Stage 2: If the parties are unable to resolve the remaining cases after the mediation in Stage 1, each side shall select another 10 cases (per side) to proceed to individual arbitration proceedings. The parties may, but are not required to, agree in writing to modify the number of cases to be included. A single arbitrator shall preside over each case. Only one case may be assigned to each arbitrator during the process unless the parties agree otherwise, and the arbitrator is encouraged to resolve the case(s) within 120 days of appointment. After decisions have been rendered in the second group of 20 cases, we and all claimants shall engage in another global mediation in an attempt to resolve the remaining cases with the benefit of the decisions in the first 40 cases.

If a global settlement cannot be reached in the global mediation in Stage 2, the parties and the mediator may discuss and agree upon an alternative process for resolving the remaining cases that incorporates the decisions in the first 40 cases decided upon in Stages 1 and 2; however, the parties are not required to agree to any modifications to the process set forth herein.

Following the global mediation in Stage 2, you or we may separately or by agreement, opt out of arbitration and elect to have your Claim heard in court consistent with this Arbitration Agreement. You may opt out of arbitration by providing an opt-out notice in accordance with Subsection (b), except this notice shall be provided within 30 days after the conclusion of the global mediation in Stage 2. We may opt your Claim out of arbitration by sending an individual notice of our intention to opt out to your counsel, signed by a corporate representative and sent by U.S. mail, delivery service (e.g., UPS, FedEx, etc.) or courier within 14 days of the expiration of your 30-day period to opt out.

You agree to cooperate in good faith with us and the arbitration provider to implement the above "staged approach" or other similar approach to provide for an efficient resolution of Claims, including the payment of single filing and administrative fees for batches of Claims. For the sake of clarity, the "staged approach" or other similar approach shall in no way be interpreted as authorizing class arbitration of any kind. The remaining cases shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those cases until they are selected for inclusion in a batch pursuant to this Subsection (f).

We do not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated Claims under any circumstances, except as set forth in this Subsection (f).

The statute of limitations and any filing fee deadlines shall be tolled for Claims subject to this Subsection (f) from the time these Procedures for Mass Arbitration are triggered until the time your Claim is selected to proceed, withdrawn, opted-out of these Procedures for Mass Arbitration or otherwise resolved.

g. Class Action Waiver and Jury Trial Waiver. YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING, WITHOUT LIMITATION, A FEDERAL OR STATE CLASS ACTION LAWSUIT OR A CLASS ARBITRATION. Accordingly, there shall be no right or authority for any claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, as a private attorney general or other similarly situated persons. YOU AND WE acknowledge and agree that under no circumstances will a class action be arbitrated. Notwithstanding the foregoing, an arbitrator may consolidate more than one person's claims if we provide consent to such consolidation in writing. This Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable from this agreement to arbitrate Claims.

To the fullest extent allowable by applicable law, you and we waive the right to a jury trial.

h. Survival and Severability. This Arbitration Agreement shall survive (i) the suspension, termination, revocation, closure of, or amendments to, the Agreement and/or this and any other relationship between you and us; (ii) the bankruptcy or insolvency of you or us or any other person; and (iii) any transfer or assignment of any account, loan or Loan Agreement(s) or any other promissory note(s) which you owe, or any amounts owed on such loans or notes, to any other person or entity.

If any portion of this Arbitration Agreement other than Subsection (g) is deemed invalid or unenforceable, the remaining portions of this Arbitration Agreement shall nevertheless remain valid and in force. If a court decides that any of the provisions of Subsection (g) is deemed invalid, limited or unenforceable, and all rights to appeal have been exhausted such that the court's decision is final, then this Arbitration Agreement shall be null and void and you and we agree that in such instance any Claims shall be adjudicated in the State or Federal Courts in the State of Utah. The foregoing sentence notwithstanding, if a court decides that any of the provisions of Subsection (g) is found to prohibit an individual claim seeking public injunctive relief, then: (i) such prohibition against public injunctive relief shall be deemed unenforceable; and (ii) the remainder of Subsection (g) and this Arbitration Agreement shall remain valid and in force in all other respects. For the sake of clarity, in no event shall any court decision finding a provision of Subsection (g) invalid or unenforceable be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Agreement.



Certificate of Deposit Agreement

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling for your CD. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Internet Banking Computer Transfers – types of transfers – You may access your CD account(s) by computer 24 hours a day using your username and password, to initiate the following transfers during the CD grace period:

- Transfer funds from CD to checking
- Transfer funds from CD to savings
- Get information about:
 - The account balance
 - Deposits
 - Withdrawals from CD
 - Interest payment method

Mobile Banking Transfers – types of transfers and dollar limitations – You must be enrolled in Online Banking to gain access to Mobile Banking. You may access your account(s) 24 hours a day by downloading an application (app) using a smartphone or tablet; through the browser on your mobile phone at www.bank.happen.com/ <https://www.happen.com/>; or via text message (SMS). The app and browser-based versions require your Online Banking username and password. Mobile Banking allows you to initiate the following transfers during the CD grace period:

- Transfer funds from CD to checking
- Transfer funds from CD to savings
- Get information about:
 - The account balance
 - Deposits
 - Withdrawals from CD
 - Interest payment method

CONFIDENTIALITY

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

1. Where it is necessary for completing transfers; or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
3. In order to comply with government agency or court orders; or
4. As explained in the separate Privacy Disclosure.

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 days after we have discovered that an unauthorized disclosure has occurred.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement in which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us 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 within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established transaction account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

Happen[™] BANK | Certificate of Deposit Agreement

You may ask for copies of the documents that we used in our investigation.

HAPPEN BANK, NATIONAL ASSOCIATION

ATTN: DEPOSIT OPERATIONS

ONE HARBOR ST., SUITE 201

BOSTON, MASSACHUSETTS 02210

Phone: 1-800-242-0272

Visit our Contact Us page for hours of operation at: <https://www.happen.com/company/contact/deposits-accounts>

For Commercial certificates, please contact Cash Management at 833.498.1399

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST



Certificate of Deposit Agreement



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