

CONSUMER ACCESS CARD (the "CARD")
Cardholder Agreement and Disclosure Statement

Effective Date: 11/01/2021

- 1: INTRODUCTION:** In this Card Agreement (the "Agreement"), the words "we", "our", and "us" refer to Symatri ("Issuer") which issued your Card. Your Card may be branded with the name of one of Issuer's affiliates or aliases. The words "you", "your", and "Customer" mean each and all holders of accounts with the Issuer, and any authorized user of your Card. "Card" refers to the Card issued by the Issuer under this Agreement. "Account(s)" refers to all of your account(s) accessible by the Card. "Terms of Use" means the contract of agreed terms, conditions, rules regulations and disclosures governing your Account, as amended from time to time. "Electronic fund transfer" refers to any of the following kinds of transactions with the Card: any purchase made from a merchant honoring the Card; any cash advance from merchants honoring the Card; or any usage in an automated teller machine whereby you receive a cash advance from or funds are otherwise transferred to or from your Account or any other asset account you have with the Issuer. (The particular kinds of electronic fund transfers possible with your Card are detailed below.) "ATM" or "BTM" refers to an Automated Teller Machine. Your Card is only for personal, family or household use. If your Card or Account is used for other purposes, do not use your Card and contact the Issuer immediately. This Agreement along with your other Account disclosures governs the use of your Card. Please read it and keep it for your records.
- 2: HOW THIS AGREEMENT BECOMES EFFECTIVE:** You do not have to sign this Agreement. If this Agreement has been sent to you in response to your application or request for the Card, this Agreement becomes effective when you accept, activate, sign, or use the Card or allow it to be used. If this Agreement has been sent to you to replace a previous agreement governing your Card, this Agreement becomes effective 14 days after the Issuer provides you with this Agreement.
- 3: SIGNATURE PANEL:** At certain times the Issuer may place a signature panel on the back of your Card. If you ever receive a Card with a signature panel, you should sign the panel immediately upon receipt of your Card.
- 4: OWNERSHIP OF CARD:** Any reference in this Agreement to "your Card" means the Card issued to you by the Issuer, which is and shall remain the property of the Issuer. You agree to return the Card to the Issuer or its agent upon request. Also, the Issuer may at any time reissue a different Card to you to replace your Card.
- 5: IF YOU CHANGE YOUR NAME OR ADDRESS:** If you change your name, home address, or mailing address, you agree to promptly notify the Issuer at support@kalacoin.io and to describe which Account(s) will be affected by such change.
- 6: HOW TO USE YOUR CARD, AVAILABLE TRANSACTIONS, AND LIMITATIONS ON ELECTRONIC FUND TRANSFERS:**
- 6.1: Purchases:** You may use your Card to make PIN or Signature based purchases wherever the Card is honored. Using your Card in this manner is like using a "paperless check" in that the transaction will result in a debit directly from your Account. You may use your Card for purchases up to the limits disclosed in the Issuer's fee schedule or Terms of Use. These limits apply to any and all purchase transactions made with your Card. The total value of any transaction(s) is also limited to your available Account balance. For security reasons, the number of transactions during a 24-hour period may also be limited. Any such usage of your Card for a purchase constitutes an electronic fund transfer.
- Purchases made at Point Of Sale (POS) terminals:** Some merchants and financial institutions may charge a fee for transactions made on POS terminals that they own. If so, the other financial institution's fee will be included in the amount of the transaction that is shown on your receipt and Account statement.
- 6.2: Cash Advances from Financial Institutions:** You may use your Card to get a cash advance from the Issuer or from any other financial institution honoring the Card. The total dollar transaction amount may be limited within a 24-hour period. Any such usage of your Card for a cash advance from the Issuer or from any other financial institution constitutes an electronic fund transfer.
- 6.3: Use in ATM:** You may use your Card in any automated teller machine ("ATM" or "BTM") in the Issuer's ATM/BTM network, or in any of the other participating ATM/BTM networks, for any of the following transactions. (Some of these transactions may not be available at every ATM/BTM.)

(1) You may withdraw cash from your Account up to predetermined limits as disclosed in the Issuer's fee schedule or Terms of Use. (We reserve the right to withhold disclosure of the specific withdrawal limits, however, if we determine that such withholding is essential to the security of its accounts or ATM/BTM system.) This limit applies to any and all cash withdrawals made with your Card or any other Card issued to you by the Issuer. Any such usage of your Card to make a cash withdrawal directly from your Account or from any other asset account you have with the Issuer and constitutes an electronic fund transfer.

- 7: FEES:** If a fee is charged for the use of your Card, the fee will generally be disclosed at the time of the transaction and it will be included in the transaction amount on your receipt and Account statement. You authorize the Issuer to charge your Account for all transactions and fees resulting from the use of your Card. Electronic Fund transfers may also be subject to any fees imposed by the agreements governing your Account(s). Please refer to your Terms of Use for details.
- 7.1 Expedited Card Delivery Fee, and Emergency Card Fee.** We may charge a fee if you request "expedited delivery" of a Card that requires an outside delivery service provider. We may also charge a fee if you request to personally obtain an "emergency Card". The current amounts of these fees will be disclosed at the time of your requests and before you agree to incur the charges. These fees are charged to your Account as a purchase.
- 8: INTERNATIONAL TRANSACTION FEE:** If accepted by a merchant or financial institution, if you incur a charge in foreign currency, Issuer will convert the charge into a U.S. Dollar amount. Currently, the currency conversion rate used is either a wholesale market rate or a government mandated rate in effect one day prior to the date the transaction is processed by Issuer plus an amount that is disclosed in the Issuer's fee schedule. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.
- 9: YOUR LIABILITY FOR UNAUTHORIZED ELECTRONIC FUND TRANSFERS:** Tell the Issuer AT ONCE if you believe your Card has been lost or stolen. If any statement you receive for any Account(s) shows electronic fund transfers that you did not make, tell the Issuer at once.
- 10: NO STOP PAYMENTS OF ELECTRONIC FUND TRANSFERS INITIATED WITH CARD:** You may not stop payment on an electronic fund transfer that you have initiated with your Card.
- 11: ISSUER'S LIABILITY:** You agree that the Issuer will not be responsible or liable in any manner for any of the following or for any claim of whatever nature (including without limitation any claim for incidental or consequential damages) arising from or connected with any of the following: the refusal or delay of any other financial institution; any merchant, or any person to honor your Card; any goods or services purchased with your Card, any unsuccessful attempt to obtain prior credit authorization for any transaction when the authorization system is not working; and any unsuccessful attempt to use your Card in an ATM/BTM when the ATM/BTM or associated system is not working or is temporarily closed or out of order.
- 12: IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS OR TO NOTIFY THE ISSUER OF A LOST OR STOLEN CARD OR PIN:** With regard to any electronic fund transfers made with your Card, if you think any Account statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt, or if you believe that your Card or PIN has been lost or stolen or that someone has made or may make an unauthorized electronic fund transfer with your Card, contact the Issuer as soon as you can at support@kalacoin.io.
- 13: TERMINATION OF AGREEMENT AND SURRENDER OF CARD:** You may terminate this Agreement by cutting your Card in half and mailing it to the Issuer at 1250 E. 200 S. Suite 2F, Lehi, UT 84043, USA. Subject to your rights under applicable law, the Issuer may, at any time, and without prior notice terminate this Agreement and repossess your Card. You agree not to use your Card after you receive notice of the Agreement termination, and you agree to surrender your Card to the Issuer upon request. Termination of this Agreement will not relieve you of any responsibility or liability incurred by you with the use of your Card.
- 14: NO WAIVER OF RIGHTS:** The Issuer may exercise its rights under this Agreement immediately or, at the Issuer's sole discretion, may delay enforcing or decline to enforce any of its rights without losing, waiving, or impairing them.
- 15: INTERPRETATION OF THIS AGREEMENT:** This Agreement shall be governed by and be construed in accordance with the laws of the United States and the state where the headquarters for the Bank issuing the Card is located, regardless of where you may reside or use your Card at any time. The headings used in this Agreement are for convenience only and shall have no bearing on the interpretation of this Agreement. The provisions of this Agreement are severable to the extent that any provision hereof held to be prohibited or unenforceable in any jurisdiction shall not invalidate the remainder of this Agreement in that jurisdiction and shall be fully enforceable in any other jurisdiction not expressly prohibiting such provision.
- 16: DISPUTE RESOLUTION:** Any dispute, claim or controversy between you and the Issuer in connection with this Agreement, your Card or any authorized or unauthorized transaction involving your Account shall be governed by and resolved in accordance with the dispute resolution provisions of your Terms of Use, as may be amended from time to time. This Agreement hereby incorporates those dispute resolution provisions, as amended from time to time. They may include, without limitation, waivers of

rights to participate in class action proceedings, waivers of rights to a jury, mandatory binding arbitration provisions, and/or mandatory binding judicial reference provisions. You should carefully review the dispute resolution provisions of your Terms of Use as amended from time to time.

- 17: ASSIGNMENT AND BINDING EFFECT:** You may not sell, assign, or transfer this Agreement or any portion hereof without the express prior written consent of the Issuer. The Issuer may sell, assign, or transfer this Agreement or any portion hereof at any time and without notice to you. Subject to the foregoing, this Agreement shall be binding upon the heirs, representatives, successors, and assigns the parties hereto.
- 18: AMENDMENT OF THIS AGREEMENT:** You agree that the Issuer may from time to time amend this Agreement by changing, adding or deleting any term, condition, service or feature ("New Term") of your Account or of this Agreement at any time. The Issuer will provide you with notice of the amendment to the extent required by law, and such amendments shall be effective at the time you receive notice.
- 19: IF YOU NEED FURTHER INFORMATION:** If you have a question about this Agreement, or if you want further information, you may contact the Issuer at **support@kalacoin.io**.