

CARTA™ EQUITY TRANSACTION PAYMENT TERMS

By electing to enable security holders to pay for or purchase securities, including but not limited to options exercises, utilizing Carta's payments features, Customer is agreeing to these Equity Transaction Payment Terms ("Terms"), which are in addition to the terms in the Master Subscription Agreement ("MSA") in place between Customer and Carta. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the MSA. Where the words "you" or "your" are used in these Terms, it means Customer.

Customer's election to use the Carta payments features authorizes Carta to provide Security Holders with the ability to complete their securities payment transactions (each a "Transaction") either by wire or ACH through the Hosted Services. By agreeing to these Terms, you hereby authorize Carta to act as your authorized agent to process or request payment from Security Holders in order to complete Transactions through the Hosted Services. These Terms shall survive any termination of the MSA with respect to any Transactions subject to these Terms. These Terms shall govern all Transactions, provided that if Customer later agrees to separate terms that specifically govern a Transaction, such separate terms will supersede and replace these Terms solely with respect to such Transaction.

Customer Responsibilities: Customer agrees that Carta shall act solely as agent for Customer for the limited purpose of providing the Hosted Services and Professional Services and that, under these Terms, Carta owes no duties to any other person. Customer shall provide all information necessary in order for Carta to provide the Hosted Services and Professional Services. Customer is responsible for verifying the accuracy of any Transaction instructions submitted or processed through the Hosted Services, and shall timely report any payment discrepancies or issues to Carta. Customer shall verify the integrity of any Customer Data and the accuracy and validity of any supporting information, calculations (including, without limitation, any tax calculations), and actions provided by or on behalf of Customer in connection with the Hosted Services and Professional Services. Customer further agrees that, at all times while Customer has enabled payments for Transactions on the Hosted Services and while any Transaction is pending, it will maintain a designated bank account for the receipt of funds from Carta on the Hosted Services. Customer represents that the bank account it has designated for the receipt of funds from Transactions is an account at a domestic (U.S.) depository institution, that Customer is the owner of such bank account, that the information for such bank account is up to date and accurate, and that Customer has enabled sufficient inbound and outbound ACH permissions for such bank account to use the Carta payments features. Customer acknowledges that it is responsible for all fees, charges, and taxes applicable to or imposed or charged in connection with Customer's receipt of funds from Carta, including by banks, intermediaries, and foreign or national governments. In no event will Carta be liable for any fees or charges imposed by Customer's financial institution or for any taxes or governmental assessments owed by Customer as a result of a Transaction.

Customer ACH Authorization: Customer authorizes Carta, in accordance with and subject to the operating rules and regulations of the National Automated Clearinghouse Association, to initiate ACH credit and debit entries to Customer's designated bank account, for the following purposes:

- i) To deposit to Customer's designated bank account funds owed to Customer in connection with the services provided by Carta;
- ii) To withdraw from Customer's designated bank account funds that Customer owes others or Carta in connection with the services provided by Carta;

- iii) To deposit and withdraw funds in order to verify Customer's designated bank account; or
- iv) To withdraw or initiate a reversal with respect to some or all of one or more funds deposited to Customer's designated bank account in error, or to make other necessary adjustments to the amount of any funds previously deposited to Customer's designated bank account for any reason.

Customer Wire Authorization: In the event Customer elects to receive funds via wire transfer from Carta, or in connection with Carta sending a refund to Customer via wire transfer, you understand and agree to the following terms:

- i) Customer is responsible for providing wire instructions to Carta in a timely manner and ensuring that the wire transfer instructions Customer provides to Carta are accurate and include all requested information;
- ii) Customer understands and agrees that Carta is not responsible for any delays in connection with the wire transfer resulting from Customer's failure to provide Carta with complete wire instructions or any additional requested information;
- iii) Customer agrees that Carta is not responsible for any delays in connection with the wire transfer resulting from Customer's financial institution or any intermediary financial institution;
- iv) Customer understands that any erroneous, mismatched, or incomplete identifying information on wire transfer instructions you provide to Carta may result in such wire transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to Customer;
- v) Customer understands and agrees that Customer is responsible for reviewing its bank account to confirm that it has received the wire transfer from Carta;
- vi) Customer understands that Carta is not responsible for any fees and taxes imposed by Customer's bank, any intermediary financial institution, or any government in connection with a wire transfer from Carta to Customer's bank account. Customer understands that Carta is not responsible for any change in the amount of your wire transfer that may be attributable to any foreign currency conversions by any bank or intermediary financial institution; and
- vii) To the extent Customer requests a wire transfer in non-U.S. Dollar currency, Carta will apply the prevailing foreign currency spot rate via live rates offered by its banking partner to convert the funds from U.S. Dollars to the requested foreign currency at the time the payment is processed.

Administration: Customer agrees that by enabling Security Holders to facilitate Transactions through the Hosted Services, Customer shall be responsible for completing any required approvals or consents necessary to allow Security Holders to complete such Transaction. Customer shall provide all such approvals or consents using the administration functions on the Hosted Services. Customer authorizes Carta to act on all instructions that have been approved by or consented to by Customer, and Carta shall not be liable or responsible for any error, omission, or delay in such instructions, approvals, or consents. Carta shall be entitled to act on any communication or instruction it receives from any person accessing the Hosted Services using the Customer's credentials or that are accepted by Carta in compliance with Carta's security procedures then in effect.

Security Holder Transactions: Customer agrees that by enabling Security Holders to complete Transactions through the Hosted Services, Customer shall be responsible for using the administration functions on the Hosted Services to set the payment methods that will be available for Security Holders to complete such transactions. Customer understands and agrees that such methods may include Carta initiated debits through an automated clearinghouse and Security Holder initiated wire transfer. Customer understands and agrees that all Security Holder payments will be subject to separate terms between Carta and each individual Security Holder initiating a payment. **CARTA SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY TRANSACTION ERRORS OR DELAYS RESULTING FROM INCORRECT OR INCOMPLETE INFORMATION PROVIDED BY USERS.** Carta shall maintain records and supporting documentation of all Transactions pertaining to and completed using the Hosted Services.

Security Holder Payments, Returns and Failures: Customer agrees that by enabling Security Holders to complete Transactions through the Hosted Services, **CARTA SHALL HAVE NO OBLIGATION TO COMPLETE ANY TRANSACTION UNTIL THE APPLICABLE USER HAS PAID THE TOTAL AMOUNT OF FUNDS REQUIRED TO EXECUTE THE EXERCISE AND UNTIL SUCH FUNDS HAVE BEEN FULLY CLEARED AND SETTLED.** Customer agrees that, in the event a Security Holder's payment is returned or rejected after the Security Holder has paid the total amount of funds required and the Transaction is completed, Customer will be responsible for ensuring that Security Holder makes payment in full for the amount of such Transaction including, if necessary, by reimbursing Carta for such amounts of the Transaction. Customer shall be responsible for ensuring that Security Holders comply with the rules, regulations, and laws applicable to such payments. Customer acknowledges that each Security Holder is responsible for all fees, charges, and taxes applicable to or imposed or charged in connection with any payment made by such Security Holder, including by banks, intermediaries, and foreign or national governments. In no event will Carta be liable for any fees or charges imposed by a Security Holder's financial institution or for any taxes or governmental assessments owed by a Security Holder as a result of a Security Holder's Transactions.

Compliance with Law: You understand and agree that Carta will comply with regulations issued by the U.S. Treasury's Office of Foreign Assets Control ("OFAC") and all other relevant governmental agencies. Carta is prohibited by law from completing any ACH or wire transfer request to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons. Carta will "block" Security Holder transfers of the funds until such time OFAC issues a written release to Carta. You understand and agree that any Transaction initiated under these Terms and any funds associated with such Transaction are subject to all applicable federal and state laws and regulations, including escheat or similar laws.

No Third-Party Beneficiaries: These Terms are not intended to be for the benefit of or to be enforceable by any person or entity other than Customer; and no other person or entity shall be entitled to claim that it is a third party beneficiary hereof. Customer shall not make any commitments with third parties that are binding on Carta without Carta's prior written consent.