



CARTA™ ELECTRONIC PAYMENT AUTHORIZATION

By electing to participate in this transaction and by providing eShares, Inc. d/b/a Carta, Inc. and its agents, representatives, and affiliates (together “Carta”) information pertaining to the securities that have been issued to you (“Securities”) and information pertaining to the payment method you choose in connection with a transaction relating to such Securities (a “Transaction”), you are requesting and authorizing Carta to act on your behalf as necessary to complete such Transaction.

By initiating a Transaction using any payment method described herein, you accept and agree to the terms and conditions in this Electronic Payment Authorization. Your use of the Carta.com website to initiate a Transaction is also governed by and subject to our [Terms of Service](#) and [Privacy Policy](#), as well as all other applicable terms, conditions, limitations and requirements contained on the Carta website (carta.com), all of which (as may be changed or amended from time to time) are incorporated into this Electronic Payment Authorization. You authorize Carta to act on and accept any instructions that are issued or authorized by you or by your agent having access to the username and/or password to your Carta account or that are accepted by Carta in good faith and in compliance with the security procedures then in effect, whether any such instructions were in fact authorized by you.

1) Payments from You to Carta Via ACH Bank Account Transfer

- a) Payment Authorization: By choosing to use a bank account as your payment method, you will be able to complete your Transaction using any valid automated clearinghouse (“ACH”) enabled bank account. When you choose to enter into a Transaction using your designated checking or savings account (“Bank Account”), you are authorizing Carta to initiate an electronic transfer to and/or from your Bank Account on your behalf up to the total amount of funds required to complete the Transaction, including all applicable taxes, fees, and costs as may be finally determined and approved by the issuer (“Transaction Amount”). Carta, in its sole discretion, may refuse this payment service to anyone or any user without notice for any reason at any time.

You represent that the Bank Account is an account at a domestic (U.S.) depository institution and that the Bank Account information you have provided to Carta, whether by previously associating such account with your Carta account, or by providing payment instruction in connection with this Transaction, is accurate. You represent that you have enabled sufficient inbound and outbound ACH permissions for the Bank Account, including but not limited to ACH deposits and withdrawals, to use the Carta payments features.

- b) ACH Authorization: If you select “ACH” to use in connection with a Transaction, you authorize 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 your Bank Account, for the following purposes:
 - i) To deposit to your Bank Account funds owed to you pursuant to the services provided by Carta;

- ii) To withdraw from your Bank Account funds that you owe others pursuant to the services provided by Carta;
 - iii) To deposit and withdraw funds in order to verify your Bank Account; or
 - iv) To withdraw or initiate a reversal with respect to some or all of one or more funds deposited to your Bank Account in error, or to make other necessary adjustments to the amount of any funds previously deposited to your Bank Account for any reason.
- c) Partial Debits and Returned Payments: If your full payment is not processed in a single transaction, you hereby authorize partial debits from the Bank Account, not to exceed the Transaction Amount. You understand that in the case of any ACH bank transfer failures or returns, Carta may at its discretion attempt to process such ACH transaction again, up to two additional times, within 180 days, and you agree to pay an additional return fee for each attempt, which will be initiated as a separate transaction from the authorized payment. This return fee will vary based on the state where you are located up to \$25.00 for all states. In the alternative, the return fee may be added to your payment amount and debited from your Bank Account if Carta resubmits an ACH transaction due to an ACH bank transfer failure or return.

After a Transaction is completed, if the ACH transaction used to fund such Transaction is reversed or rejected for any reason you understand and agree that you will owe Carta the Transaction Amount in full and such amount will be immediately due, and you hereby authorize Carta to withdraw such amount from your Bank Account.

You understand that Carta is not responsible for any fees imposed by your bank or any intermediary financial institution in connection with any ACH bank transfer failure or return, including but not limited to overdraft or insufficient funds fees.

- d) Linking Your Bank Account: Carta provides the option to use either test microdeposits or instant verification of your bank account information through Plaid Technologies, Inc. ("Plaid").
- i) When you link a Bank Account by inputting your banking information and opting to verify via microdeposits to your account, you are authorizing Carta to access and transmit your personal and financial information from your financial institution in accordance with Carta's policies.
 - ii) When you link a Bank Account by inputting your online banking credentials and select Plaid authorization, you understand that Carta uses Plaid to gather your data from financial institutions. By using our service, you grant Carta and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the [Plaid Privacy Policy](#). You acknowledge and understand that Carta is not responsible for administering the Plaid functionality and agree to address any such issues with Plaid directly.
- e) Bank Account Change: Any change in your designated Bank Account may not be effective until up to fourteen (14) days after you designate a new Bank Account or otherwise change the information associated with your designated Bank Account, provided that no Bank Account change will become effective until such Bank Account has been verified pursuant to this Electronic Payment Authorization. You acknowledge

that any changes to or removal of your designated Bank Account while a Transaction is pending may result in the failure of such Transaction.

2) Payments from You to Carta Via Wire Transfer

- a) Payments for Transactions via Wire Transfer: If you select “WIRE” to make a payment for a Transaction, you understand that you are responsible for initiating a wire transfer from your financial institution and that Carta is unable to initiate a wire transaction on your behalf.
- b) Terms: Wire transfer payments in connection with a Transaction are subject to the following terms:
 - i) You are responsible for ensuring that the wire transfer is initiated properly, is addressed properly, and bears appropriate wire instructions in exactly the form required by Carta for identification of your account and the applicable Transaction;
 - ii) You understand that any erroneous, mismatched, or incomplete identifying information on a wire transfer may result in such wire transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to you;
 - iii) You agree that the Transaction associated with a wire transfer will not be completed until the Transaction Amount is received in full in U.S. Dollars. If Carta does not receive the full Transaction Amount for a Transaction, including as a result of the deduction of any fees and taxes by your bank or any intermediary financial institution, such Transaction will be identified as underfunded, and you will be notified that your Transaction is underfunded. You agree that Carta, at the direction of the issuer, may cancel any Transaction that remains underfunded for thirty (30) days. Any funds received after a Transaction is cancelled will be reflected in your Carta account but will not be associated with the cancelled Transaction;
 - iv) You agree that any funds received in excess of the Transaction Amount will be held by Carta, as reflected in your Carta account. Carta may, in its sole discretion, (x) recharacterize such funds and apply them to your next Transaction, (y) refund such funds to you, or (z) apply them as full or partial payment for outstanding obligations you may have to Carta;
 - v) You agree that Carta is not responsible for any delays in connection with the wire transfer resulting from your financial institution or any intermediary financial institution;
 - vi) You understand and agree that you are responsible for reviewing your Carta account to determine whether the wire transfer has been received by Carta and for knowing the funding status of your pending Transaction;
 - vii) You understand that Carta is not responsible for any fees and taxes imposed by your bank, any intermediary financial institution, or any government in connection with a wire transfer from your bank account to Carta; and
 - viii) You understand that if funds are sent by wire transfer to Carta in non-U.S. Dollar currency, Carta may apply the prevailing foreign currency spot rate via live rates offered by its banking partner to convert such funds to U.S. Dollars, provided that Carta may reject these funds if non-U.S. Dollar currency is not permitted by instructions provided to you by Carta.

3) Payments from Carta to You Via Wire Transfer

- a) **Terms:** In connection with a Transaction where you elect to receive funds via wire transfer from Carta, or in connection with Carta sending a refund to you via wire transfer, you understand and agree to the following terms:
- i) You are responsible for providing wire instructions to Carta in a timely manner and ensuring that the wire transfer instructions you provide to Carta are accurate and include all requested information;
 - ii) You understand and agree that Carta is not responsible for any delays in connection with the wire transfer resulting from your failure to provide Carta with complete wire instructions or any additional requested information;
 - iii) You agree that Carta is not responsible for any delays in connection with the wire transfer resulting from your financial institution or any intermediary financial institution;
 - iv) You understand 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 you;
 - v) You understand and agree that you are responsible for reviewing your bank account to confirm that you have received the wire transfer from Carta;
 - vi) You understand that Carta is not responsible for any fees and taxes imposed by your bank, any intermediary financial institution, or any government in connection with a wire transfer from Carta to your bank account. You understand 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 you request 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 your requested foreign currency at the time the payment is processed.

4) General Provisions

- a) **Review and Approval by Issuer:** All Transactions, whether facilitated through ACH or wire transfer, are subject to review and approval by the issuer of the Securities.
- b) **Disclaimer of Liability:** Under no circumstances will Carta be liable for any losses, claims, demands or damages relating to your financial institution paying the wrong person. Carta will not be liable if a financial institution does not accept the transfer(s) or accepts the transfer(s) and then places the funds in a suspense or holding account. Carta shall not be liable for any funds transferred to or from the wrong account based on incorrect information you provided. Carta shall not be required to correct or reverse such transactions or to redeem or refund you any funds and you shall forfeit any right to such funds.

- c) Collections: Carta may initiate a collection process or legal action to collect any money owed, and you agree to pay Carta's costs for such action, including any reasonable attorneys' fees.
- d) Cancellations, Refunds, and Returned Payments: Transactions cannot be canceled or refunded after they have been completed and/or approved by the issuer of the Securities. If a Transaction has not yet been completed, you may attempt to cancel the Transaction by following the instructions and procedures contained on the Carta.com website and by submitting a request through this [link](#). You understand and agree that Carta may not be able to cancel such Transaction. If Carta is able to cancel a Transaction in accordance with such instructions and procedures, and Carta is in possession of funds belonging to you, following the applicable holding period, Carta will initiate an ACH credit to your Bank Account or send you a wire transfer pursuant to Section 3 above, as applicable, for the applicable amount. You understand that any cancellation of a Transaction will be final. You understand and agree that any refunds or returned payments may only be sent to the originating sender.
- e) Customer Service: Questions relating to any Transaction made using your Bank Account should be initially directed to Carta. Please save the order confirmations that you are provided when you make a Transaction and check them against your Bank Account statement. You may contact Carta by submitting a request through this [link](#).
- f) Jurisdiction/Currency: All services provided by Carta are inherently U.S. services, subject to an extensive framework of U.S. laws and regulations. All fund transfers will be routed by Carta through financial institutions in the U.S. Fund transfers may not be sent by Carta through or into any country in violation of U.S. laws.
- g) Termination: Your Electronic Payment Authorization shall remain in full force and effect until fourteen (14) days after Carta has received written notice of termination of your Electronic Payment Authorization by submitting a request through this [link](#). If you terminate your Electronic Payment Authorization, you may not be able to use some or all of Carta's features and functions, including but not limited to making or receiving payments. Additionally, termination of Electronic Payment Authorization will not apply to actions already taken or initiated in reliance on your consent, including but not limited to Transactions initiated up to and including the expiration of your Electronic Payment Authorization.
- h) Certification: By providing this Electronic Payment Authorization, you are representing to Carta, in connection with each ACH or wire transfer, that (a) you are an owner of the applicable bank account associated with each Transaction; (b) your Electronic Payment Authorization has not been terminated, in whole or part, by operation of law or otherwise; (c) the information you provided identifying your designated bank account is true and correct; and (d) you will not dispute any scheduled transactions with your financial institution, so long as the transactions correspond to the instructions you provided.
- i) Fees, Taxes and Interest: Carta shall not be liable for any fees and taxes in connection with or applicable to any ACH, wire transfer, or underlying Transaction imposed by your bank, any intermediary financial institution, or any government and you agree to pay all such fees and taxes. You also agree to pay any transaction or processing fees imposed by Carta, including but not limited to incoming and/or outgoing wire transaction fees, and Carta reserves the right to deduct such transaction or processing fees from any amounts

to be transferred to you by Carta under this Electronic Payment Authorization. Carta will not be obligated to calculate or pay interest to you or any other party claiming through you or otherwise.

- j) **Notice of Error:** You agree to notify Carta immediately if you notice any discrepancy involving the posting of your payment order or if you discover a problem with the transfer. You agree that such notification will be provided in writing, including a statement of the relevant facts, within a reasonable time. For some transactions, Carta users are directed to use a third-party payment services provider, and such transactions will be subject to the terms and conditions provided by such third party. Any transaction you process with a third party is strictly between you and such third party, and you agree that such third party will resolve any disputes regarding the transaction.
- k) **Liability for Unauthorized Transactions:** Federal law limits your liability for any fraudulent, erroneous unauthorized electronic transaction from a bank account based on how quickly you report it to your financial institution. You should report any fraudulent, erroneous or unauthorized transactions to your bank promptly after the questionable transaction FIRST appeared on your bank account statement. You should contact your financial institution for more information about the policies and procedures that apply to your account and any unauthorized transactions, including any limits on your liability.
- l) **Electronic Delivery of Future Disclosures:** You agree to accept all disclosures and other communications between you and Carta on this website or at the primary email address associated with your Carta account. You should print and retain a copy of all such disclosures and communications.
- m) **Compliance with Law:** You understand and agree that to help the government fight the funding of terrorism and money laundering activities, federal law requires money services businesses to collect, verify, and record information that identifies each person who uses the service. 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. You understand and agree that Carta is not responsible for any payment delays resulting from such compliance obligations. You understand and agree that Carta will collect and use the information you provide to comply with these obligations. You understand that if any ACH or wire transfer request is to an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, Carta is prohibited by law from completing the transfer and shall "block" the funds until such time OFAC issues a written release to Carta. You understand and agree that Carta may reject the use of any Bank Account or instructions to transfer to or from any financial institution in its sole discretion. You understand and agree that any Transaction initiated under the Terms of the Payment Authorization and the funds associated with such Transaction are subject to all applicable federal and state laws and regulations, including escheat or similar laws.
- n) **No Third-Party Beneficiaries:** This Electronic Payment Authorization is not intended to be for the benefit of or to be enforceable by any person or entity other than you; and no other person or entity shall be entitled to claim that it is a third party beneficiary hereof.