### CONSENT TO ELECTRONIC COMMUNICATIONS

In order for you to establish an account with or otherwise obtain products and services from Trio Financial Technologies Inc., doing business as 'Finch', you must agree that we may provide notices and other communications (the "Covered Items"), including those required by law to be provided "in writing," to you electronically as described in this agreement (the "Consent Agreement"). For purposes of this Consent Agreement, the terms "we," "us," "our," and "Finch" refer to Trio Financial Technologies Inc. and its service providers and financial institution partners, including but not limited to its affiliate Trio Advisors Inc., a Delaware corporation; Synapse Financial Technologies, Inc.; Evolve Bank & Trust; and such entities' respective affiliates, subsidiaries, agents, assigns, and service providers, and the terms "you" or "your" refer to you as an individual, any entity you represent, and any joint accountholder or authorized user on your accounts with us.

By agreeing to the terms of this Consent Agreement, you are agreeing to receive Covered Items electronically (whether by e-mail or SMS text message or through our website, our mobile application, or otherwise as determined by us) in connection with all accounts you maintain or apply to open with us, and any products or services you receive from us, now or in the future.

# **Items Covered By This Consent Agreement**

For purposes of this Consent Agreement, Covered Items include, but are not limited to, the following (some items may not apply to all persons):

- Account terms, conditions, and agreements
- Rate sheets and fee schedules
- All change in terms notices, including without limitation any notices of any new or modified fees
- Tax and periodic account statements
- Notices, including privacy notices
- All other legally required notices and disclosures
- All notices of changes in terms of this Consent Agreement
- Any updates, amendments, or other changes to any of the preceding items and any account service
  messages or other communications we may elect to provide in connection with your existing or
  additional accounts with us

#### Consent

By agreeing to this Consent Agreement, you give us your consent to electronically provide the Covered Items and certify that you:

- (1) meet our System Requirements as described below, and
- (2) will provide and maintain a valid e-mail address with us (collectively, your "Consent").

You understand and agree that you may be provided with all Covered Items in electronic form. You understand that by giving us your Consent, you may not receive any paper copies of the Covered Items and you accept any consequence of not reviewing the Covered Items in a timely manner.

#### Withdrawal of Consent

You also may elect to withdraw your Consent at any time, but withdrawal of Consent will likely require termination or amendment of certain Finch services or even the closure of your account. Withdrawal of your Consent will not affect the validity, enforceability or effectiveness of those Covered Items provided or created electronically prior to your withdrawal. If you want to withdraw your Consent, you may do so by doing any of the following:

Sending an email to hello@finchmoney.com

### **Modification of Consent Terms**

We reserve the right to modify the terms and conditions of this Consent Agreement at our discretion. If we elect or if required by law, we will provide you with advance notice of such modification(s) electronically in a manner consistent with Methods of Providing Covered Items below. If we provide such advance notice and you do not agree to the Consent Agreement as modified, you must notify us of your withdrawal of Consent before its effective date. Failure to withdraw your Consent or take any other required action as stated in the notification before its effective date, or continued use of our products or services, will confirm your continued agreement to the Consent Agreement as modified. Modifications to these terms will only affect our respective rights and obligations from the effective date of the modification(s) and thereafter, and/or until a subsequent version of this Consent Agreement takes effect, or you withdraw your Consent.

## **Methods of Providing Covered Items**

In this document, "provide" means to deliver, make available, send, notify or similar term. We may provide the Covered Items electronically through, or through any combination of:

- (1) your e-mail address or on file with us,
- (2) links provided through our website, our mobile applications, or your online account,
- (3) files, including those in PDF format, downloaded from our website, or
- (4) any other electronic or digital means we elect consistent with this Consent Agreement.

It is your responsibility to review Covered Items promptly, so you can take appropriate action.

# **Designated E-mail Address**

You certify any e-mail address you provide us as part of your account application or opening, or as part of any product or service enrollment, is your e-mail address and that you want us to use it to provide Covered Items electronically ("Designated E-mail Address") when we elect to do so via e-mail. If you provide us with more than one e-mail address, we may elect to use any or all of them to deliver Covered Items. Finch should be promptly notified of any changes to such a Designated E-mail Address by updating the Personal Information section of the Finch App. If you fail to update or change an incorrect or invalid Designated E-mail Address, then you understand and agree that all Covered Items shall nevertheless be deemed to have been provided to you if as if they were made available to you in electronic form on Finch's website or delivered to a valid Designated E-Mail Address for you. If you authorize someone else to access your Designated E-mail Address, you agree to tell them to share Covered Items with you promptly, and you acknowledge and accept the risk that they will see your sensitive information.

### Access to Paper Copies

You can request paper copies of Covered Items by writing us at hello@finchmoney.com with the details of your request. We retain copies of Covered Items for the time periods required by law and may, but are under no obligation to unless required by law, provide you with copies of these upon request within those time periods. We do not necessarily retain copies for longer than is required by law. Save or print copies of Covered Items provided electronically to ensure you have them when needed. If we choose to provide them to you, fees may apply for paper copies of Covered Items. Please check the terms and conditions applicable to your account for details.

### **Our Right to Send Paper**

We reserve the right to provide Covered Items in paper form at all times at our discretion even if you have given us Consent to provide them electronically. For example, but without limitation, we may do this if we have a system outage, if we suspect fraud, or if for any reason the e-mail address we have for you does not accept e-mails from us.

#### **System Requirements**

To access and retain the Covered Items, you must have a working e-mail address and a personal computer or other device that has:

- Working Internet access;
- Current Version (as defined below) of an Internet browser that supports 128-bit encryption (such as Chrome®, Firefox®, Internet Explorer®, or Safari®);
- 16 MB of available memory (32 MB of RAM recommended) and a program that can view, save and print PDF files (such as Adobe ® Reader ®);
- An operating system and data storage capable of supporting all of the above; and
- Our mobile software application, if applicable, and a mobile device that will support our mobile software application and has location services enabled with regard to our mobile software application.

These specifications constitute our "System Requirements." By "Current Version," we mean a version of the software that is currently being supported by its publisher.

From time to time, we may offer services or features that require your Internet browser or mobile device to be configured in a certain way or be updated to the Current Version of your browser or mobile device software. We reserve the right to discontinue support of a Current Version of software if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use with online or mobile transactions.

By clicking on "I Agree" below, you (and any entity on whose behalf you are applying to open an account or otherwise using our services) are representing and warranting to Finch the following: (1) you have read, understand and agree to the terms in this Consent Agreement; (2) agree to receive Covered Items electronically and to the other terms of this Consent Agreement; (3) confirm that you satisfy the System Requirements set forth above; (4) confirm that you are able to access and print or store the Covered Items and the information presented at this website; (5) you have an active e-mail address and PDF reader and have the ability to access PDF files; (6) you understand that Finch will rely on the truthfulness and completeness of your representations and warranties above; (7) you consent to receive Covered Items, as are now or in the future available, in connection with your accounts at Finch or in connection with your relationship with Finch, including any Finch account(s) that you may subsequently open or for which you apply; (8) you agree to update your contact information as needed in order to ensure timely receipt of Covered Items and that our records will control in the event of any dispute over which contact information you have provided to us; (9) you are agreeing on behalf of all other account holders, co-owners or other authorized persons, if any, and you have the power and authority to consent and agree on their behalf and on behalf of any entity for which you are acting; (10) you understand and agree that we may terminate certain agreements and services provided to you if you withdraw your Consent; and (11) your agreement and Consent is effective and valid until you withdraw your Consent as provided above.

If you do not agree to the terms of this Consent, please do not click "I Agree".