

NEON MONEY CLUB™ AMERICAN EXPRESS® CREDIT CARD REWARDS PROGRAM AGREEMENT

Effective Date: January 17, 2024

A. Important Information About the Rewards Program and this Agreement.

- This Neon Money Club™ American Express® Credit Card Rewards Program (the “Rewards Program”) is offered by Neon Money, Inc. and its affiliates (“Neon Money Club,” “Neon,” “we,” “us,” or “our”) to Cardholders of the Neon Money Club® American Express® Credit Card (“Card”) and Card account (“Card Account”) established and issued solely by Evolve Bank & Trust (“Bank”), Member FDIC.
- Neon Money Club is not a bank. The Card and Card Account is provided by Bank and governed by Bank’s credit card agreement with You (the “Cardholder Agreement”). The Rewards Program is provided to you by Neon Money Club and is not sponsored by Bank. The Bank is not a party to this Agreement and has no obligations, liability or other responsibility for the Rewards Program, including but not limited to, the servicing, management or administration of the Rewards Program or any payment of any reward, points, bonuses or other prizes earned under the Rewards Program or this Agreement.
- This Neon Money Club™ American Express® Credit Card Rewards Program Agreement (“Agreement”) sets forth the terms and conditions that govern Your participation in the Rewards Program. Please carefully read the terms and conditions of this Agreement before participating in the Rewards Program. By using any feature of the Rewards Program or Your Card or Card Account in connection with the Rewards Program, you accept and agree to comply with and be bound by the terms and conditions of this Agreement. If you do not agree with the terms of this Agreement do not enroll, register or participate in the Rewards Program. In this document, the following words have special meanings:
 - “Group Bonus Points” are individual points earned by each cardholder when the primary Cardholder starts a team by inviting other cardholders.
 - “Investment Dollars” are redemption of Points for use with permitted transactions at Neon Money Club.
 - “Redeemable Reward Points,” “Reward Points,” or “Points” are the rewards points issued by Neon Money Club that you earn under the Rewards Program, that are redeemable for Statement Credits or Investment Dollars for use only at Neon Money Club, and that are reflected in your Rewards Account balance viewable in the Neon Money Club mobile app or Neon Money Club website.
 - “Rewards Account” means your Rewards Program account with Neon Money Club that contains the Points that you have earned.
 - “Rewards Program” means the rewards program described in this Agreement.

- “Statement Credits” are redemption of Points in the form of a credit applied to the credit balance of your Card Account.
- “You,” “Your,” “Cardholder” means the person who opened a Card and Card Account and is a participant in the Rewards Program.
- Neon Money Club may make changes to the Rewards Program and the terms and conditions of this Agreement at any time. For example, Neon Money Club may add new terms or delete terms or change how you earn Reward Points or other rewards in the Rewards Program.
- Neon Money Club may temporarily prohibit you from earning Reward Points with your Card or from benefiting from any features of the Rewards Program.
- Neon Money Club may supplement this Agreement with additional terms, conditions, and disclosures that will be considered part of this Agreement.
- Reward Points, when earned under an approved offer by Neon Money Club, will be applied to the Card Account credit balance of the billing statement containing the purchase(s) that were eligible for the Statement Credit.
- Points earned in the Rewards Program are generally posted to your Rewards Account as you payoff the corresponding amount of your credit balance for your Card Account. For example, if you’ve earned 40 points on \$40 of spend, then those points will be pending until you pay back that \$40 in spend. Points will convert from pending to posted immediately upon payment of the corresponding credit balance amount.
- Points may be redeemed for statement credit and Investment Dollars to use at Neon Money Club.
- Neon Money Club may refer to this Agreement as the “Rewards Program Terms and Conditions” in communications about the Rewards Program and in supplemental terms, conditions, disclosures, and agreements.

B. How You Can Earn Redeemable Reward Points.

You will earn Redeemable Reward Points on purchases of products and services, minus returns, refunds, or disputed charges (collectively, the “Eligible Purchases”) made with Your Card or Card Account or by an authorized cardholder on your Card Account (if applicable). Redeemable Reward Points are earned as follows:

- You will earn **1.5** points for every dollar you spend on eligible purchases. Each **1.5** points is equal to **1.5%** cash value of your qualifying purchase and can be redeemed for Statement Credit.
- You can double the value of your points when you choose to redeem for Investment Dollars to use at Neon Money Club.
- The dollar value of Statement Credits and Investment Dollars will be rounded down to the nearest penny based upon the dollar amount of the associated transaction.
- Points or any other benefit awarded under this Rewards Program are earned after enrollment in the Rewards Program, and none will be provided retroactively (including if you are in default under the Cardholder Agreement).

C. Advertised Bonuses.

Neon may from time to time offer a sign-up bonus in the form of Redeemable Reward Points, statement credit or other offer(s). Current Cardholders who became Cardholders prior to any bonus offer may or may not be eligible. Neon reserves the right to stop any bonus offer temporarily or permanently for any reason in its discretion.

D. Group Bonus Points

Group Bonus Points are earned when a Cardholder invites other Cardholders who successfully qualify for and have opened a Card Account. Group Bonus Points can only be earned when each participating Cardholder pays their Card Account bill on time. Cardholders who do not pay their bill on time will result in Group Bonus Points being awarded only for the number of Cardholders who did pay their bill on time, as described in the below points distribution explanation. Group Bonus Points are awarded after each statement closing date as follows:

Group Size = 1: Each Cardholder earns 0 Group Bonus Points

Group Size = 2: Each Cardholder earns 200 Group Bonus Points

Group Size = 3: Each Cardholder earns 400 Group Bonus Points

Group Size = 4: Each Cardholder earns 600 Group Bonus Points

Group Size = 5: Each Cardholder earns 800 Group Bonus Points

The Group Bonus Points program can be modified or canceled, at any time, at the full discretion of Neon.

E. Merchant Identifiers.

Merchants who accept American Express cards are assigned a merchant identifier, which is determined by the merchant or its processor in accordance with American Express procedures. We use merchant identifiers for the purpose of making rewards offers to you. Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a rewards category if the technology is not set up to process the purchase in that rewards category.

F. Transactions That Do Not Qualify for Redeemable Reward Points.

Cash advances, including purchases of cash equivalents of any kind, balance transfers, convenience check amounts, purchases we believe to have been made for commercial purpose, account fees (as defined in the Cardholder Agreement), interest charges, credit insurance, gambling fees, credit protection, debt cancellation charges, and unauthorized or fraudulent transactions do not qualify as Eligible Purchases and are not eligible for Redeemable Reward Points. Casino gambling chips, off-track wagers, lottery tickets, and bets or wagers transmitted over the internet or through a mobile application do not qualify as Eligible Purchases and are not eligible for Redeemable Reward Points.

Any purchases of cryptocurrency, including bitcoins, litecoins, non-fungible tokens (NFTs), yield farming tokens, transactions on cryptocurrency exchanges, and any similar cryptocurrency-type transactions do not qualify as Eligible Purchases and are not eligible for Redeemable Reward Points. We reserve the right to determine whether a purchase is deemed a crypto-related transaction.

G. Redeeming Your Reward Points.

For information about the amount of Redeemable Reward Points available for redemption, please view your rewards balance in the Neon Money Club mobile app or through the Neon Money Club website. Redeemable Reward Points that are redeemed for Statement Credit are applied to the outstanding balance on your Card Account. You are still required to make any minimum payment due on your Card Account. The maximum amount of Redeemable Reward Points available for redemption at any given time will therefore be reduced by the amount of the minimum payment due on your Card Account at that time.

Negative Rewards Balance. In the event that you make a Redeemable Reward Points and then subsequently have any rewards transactions that are subject to a refund, reversal, chargeback, or other credit, you may end up with a negative balance in your Rewards Account. If you have a negative Rewards Account balance, you authorize Neon Money Club, at Neon Money Club's discretion, to charge your Card Account the dollar amount necessary to bring your Rewards Account balance to zero based on the lowest current redemption rate for a rewards transaction. In the event that Neon Money Club charges your Card Account for the amount of the negative rewards balance, that amount will be added to your outstanding principal balance and will be reflected on the next billing statement.

H. How You Could Be Prohibited From Earning or Redeeming Reward Points.

We may temporarily prohibit you from earning or redeeming Redeemable Reward Points if you do not make at least the minimum payment on your Card Account within 30 days of the due date or if we suspect that you have engaged in fraudulent activity related to your Card Account or the Rewards Program. You can begin earning or redeeming Redeemable Reward Points again after your Card Account becomes current or when we no longer suspect fraud or misuse of the Card Account or the Rewards Program.

We may prohibit you from earning or redeeming Redeemable Reward Points if we suspect that you have misused the Rewards Program in any way, for example (i) by repeatedly opening or otherwise maintaining Card Accounts for the purpose of generating rewards; (ii) by manufacturing spend for the purpose of generating rewards; or (iii) by engaging in any other activity which we believe constitutes rewards abuse or gaming or if you misuse your Card or Card Account by failing to comply with the terms of the Cardholder Agreement.

I. How You Could Lose Your Redeemable Reward Points.

You will immediately lose all Redeemable Reward Points or any other rewards balances if your Card Account is closed for any of the following reasons which constitute misuse of the Card Account:

- You do not make at least the minimum payment on your Card Account within 30 days of the due date;

- You fail to comply with this or other agreements you have with Neon Money Club;
- You fail to comply with the terms of the Cardholder Agreement;
- We believe you may be unwilling or unable to pay your debts on time;
- You file for bankruptcy;
- We believe that you have engaged in fraudulent activity related to your Card Account or this Rewards Program; or
- We believe that you have misused this Rewards Program in any way, for example by (i) by repeatedly opening or otherwise maintaining Card Accounts for the purpose of generating rewards; (ii) by manufacturing spend for the purpose of generating rewards; or (iii) by engaging in any other activity which we believe constitutes rewards abuse or gaming.

If your Card Account is closed for any other reason, you will not lose, and may redeem or retain any accrued Redeemable Reward Points.

J. Information Sharing and Privacy.

For important information and details regarding our use and sharing of your personal information, including your ability to restrict or limit sharing of information, please refer to Neon Money Club's Privacy Policy [<https://joinneon.com/privacy-policy>] and the Neon Money Club® American Express® Credit Card Privacy Notice in your Cardholder Agreement.

K. Other Important Information You Should Know.

Redeemable Reward Points cannot be transferred by operation of law such as by inheritance, in bankruptcy, or in connection with a divorce.

Neon Money Club reserves the right, in its sole discretion, to suspend, cancel, or modify the Rewards Program at any time and for any reason and without prior notice. Administrative services may be provided by third-party service providers. Neon Money Club reserves the right, in its sole discretion, to add, delete, change, or revise this Agreement, including, but not limited to, revising or adding qualifications for participation in the Rewards Program, Rewards Program features, or Rewards Program procedures; the imposition or discontinuance of special promotions or offers, additions, deletions, or revisions of rewards offered; revisions of caps; limitations, or expiration periods; revisions to disqualifying events; or the imposition of new, revised, or additional Rewards Program terms and conditions. We may temporarily or permanently disqualify you from participating in the Rewards Program and/or adjust or cause to be forfeited any or all Redeemable Reward Points accrued as a result of your abusive behavior, fraud, misrepresentation, any violation of law, or any other violation of any of the terms or conditions set forth herein, in each case as determined by us in our sole discretion.

Discrepancies about Redeemable Reward Points earnings are not treated as credit card billing disputes. Neither we nor any of our third-party service providers, including each of such party's respective employees, officers, affiliates, or agents, will be liable to you for any action or inaction any of them take or fail to take with respect to the Rewards Program or any changes in these terms and conditions.

Awarding of Redeemable Reward Points may qualify as taxable income to you. When laws require us to do so, we may report the Redeemable Reward Points earned as income to the Internal Revenue Service, as well as state and local tax authorities. By using this Rewards Program, you are responsible for paying any federal, state, or local taxes you owe, or other connected fees or

gratuities. Should we be required to report taxes, tax reporting, if any, will be made to the tax ID number of the Card account holder, based on our records.

You agree to indemnify and hold Neon Money Club, and our third-party service providers and each of such party's respective affiliates, directors, officers, employees, agents, and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your or an authorized user's: (i) participation in the Rewards Program; (ii) any fraud or misuse of the Rewards Program; (iii) violation of this Agreement; and/or (iv) violation of any applicable law or the rights of any third-party.

To the maximum extent permitted by law, Neon Money Club nor any of our third-party service providers, including each of such party's respective employees, officers, affiliates, or agents, assume any responsibility for, and will not be liable for, any financial loss, personal injury, property loss or damage, other loss, accident, delay, inconvenience, or irregularity which you may suffer by reason of any act, default, non-performance, or wrongful, careless, negligent, or unauthorized act or omission of Neon Money Club, or any Rewards Program supplier, including each of such party's respective employees, officers, affiliates, or agents, or any other third-party. In no event shall Neon Money Club, or any of our affiliates or agents be responsible or liable to you, or anyone claiming through you or on your behalf, for any indirect, special, exemplary, punitive, or consequential damages, including, without limitation, lost revenue, lost profits, or lost opportunity arising out of or relating to any of the acts or omissions of Neon Money Club, or any of our respective affiliates or agents, or otherwise in connection with or relating to the Rewards Program or our administration, or that result from the use of or inability to use the Rewards Program, even if Neon Money Club has been made aware of the possibility of such damages. Neon Money Club, nor any of our third-party service providers, including each of such party's respective employees, officers, affiliates, or agents, will be responsible for any damage, loss or expense of any nature resulting from the usage of any redemption, defects in any redemption, or from any cancellation irregularity or mishap affecting the redemption received through the Rewards Program. In addition, Neon Money Club makes no warranty or representation either expressed or implied, and expressly disclaim any and all liability and damages with respect to type, quality, or fitness for use of goods or services provided through this Rewards Program or otherwise obtained by you in connection with the Rewards Program or through the use of Redeemable Reward Points. IN NO EVENT SHALL NEON MONEY CLUB, OR OUR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO US HEREUNDER OR \$100.00, WHICHEVER IS GREATER.

You agree to notify us promptly upon the receipt of your Account statement of any errors relating to the earning of Redeemable Reward Points but in no event later than sixty (60) days after the date of the transaction. We reserve the right (but are not required) to correct inaccurate values represented in your Rewards Account and to adjust Redeemable Reward Points values at our sole discretion. If we do not credit, or if we improperly deny, a Redeemable Reward Points to which you were otherwise entitled, then your exclusive remedy will be the issuance of the improperly denied Redeemable Reward Points, if available, or such other alternative benefit as we in our sole discretion may determine. Neither we nor any of our affiliates, agents, or representatives have any other or additional liability to you or any other person for such error(s), subject to applicable law.

All trademarks, service marks, and trade names used by Neon Money Club in this Rewards Program are property of their respective owners. No use of these may be made without the prior written authorization of Neon Money Club, as applicable.

Amex Benefits (e.g., Offers, Dining, Travel, Entertainment, etc.): American Express Travel Related Services Company Inc. is solely responsible for Amex Benefits, and is not affiliated with Neon Money Club, Bank, or their affiliates. All offers are subject to terms and conditions. Visit <https://www.americanexpress.com/en-us/benefits/> for details.

This Agreement constitutes the entire agreement between you and us with respect to the subject matter described herein, and supersedes all prior agreements or representations, written or oral, concerning such subject matter; provided, however, nothing herein modifies the terms and conditions of the Cardholder Agreement. You may not assign any of your rights or obligations under this Agreement, in whole or in part, without our prior written consent. We may assign our rights and/or obligations under these Terms, in whole or in part, without your consent. We may waive or delay enforcing any of our rights herein without losing them. Neither we nor our service providers are responsible for any disputes between you and a merchant relating to a transaction or goods or services. Any claim or dispute arising from or relating to this Agreement or to the Rewards Program will be governed by and construed in accordance with California law (without regard to its conflicts of law principles) and, as applicable, federal law.

J. Earning Redeemable Reward Points Through Referral Programs.

From time to time, we may offer you the ability to participate in a program or campaign that rewards you for referring acquaintances, friends and family to Neon Money Club (“**Referral Program**”). Each Referral Program is designed to provide Redeemable Reward Points to you for successfully referring your friends and family members (each, a “Referred User”) to one or more Neon Money Club Cards, according to these Terms and any other rules, limits, terms, and conditions applicable to a Referral Program (“Referral Program Terms”). In order to earn Redeemable Reward Points for a referral: (1) you must log in to your account within the Neon Money Club mobile app or web application to access your unique referral link and provide it to the Referred User, (2) the Referred User must use your unique referral link when he or she applies for a Card, (3) the Referred User must not be a current or former Cardholder; and (4) the Referred User must be approved for and obtain a Card before the expiration date of the Referral link. If you are eligible to earn Redeemable Reward Points for a referral and these steps are successfully completed, we will credit the Redeemable Reward Points you earn to your Rewards Account. The amount of Redeemable Reward Points you may earn for each referral will typically be set forth in the advertisement, terms, or other materials describing the Referral Program in effect at any given time, which you can access by logging in to your account within the Neon Money Club mobile application or web application (“Referral Program Materials”). Redeemable Reward Points you earn under a Referral Program will typically be credited to your Rewards Account within 90 days after you make a successful referral in accordance with these Terms. Your Card must be in good standing at the time we credit the Redeemable Reward Points or you will forfeit the Redeemable Reward Points.

Limitations, Terms and Conditions. You may not earn Redeemable Reward Points for a referral in combination with any other monetary offer, award, or promotion. You agree that you will refer only individuals that you know personally to Neon Money Club. You will not engage in spamming, harassment, unsolicited communication or other unfair or otherwise unwarranted or inappropriate treatment of potential Referred Users. You will not compensate people to sign up with your unique referral link. We will determine your eligibility to participate in any Referral Program in our sole discretion. Any referral you make is subject to our verification. We may require you to provide additional information to verify your eligibility to earn Redeemable Reward Points for the referral, and you will not earn the Redeemable Reward Points if you do not provide the requested information within the required timeframe. We reserve the right to withhold, delay, invalidate or

decline to issue Redeemable Reward Points to your Rewards Account for any reason, subject to applicable law.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION PURSUANT TO THE FEDERAL ARBITRATION ACT AND WAIVER OF YOUR RIGHT TO JOIN A CLASS ACTION. YOU HAVE THE RIGHT TO REJECT THE ARBITRATION AGREEMENT AS SET FORTH BELOW WITHIN 30 DAYS OF BEING ACCEPTED INTO THE REWARDS PROGRAM.

K. ARBITRATION; CLASS ACTION AND JURY PROVISION WAIVER.

You have the right to opt out of arbitration as set forth below. Subject to the preceding sentence, the following provisions will apply:

1. For any and all controversies, disputes, demands, claims, or causes of action (including the interpretation and scope of this section and the arbitrability of the controversy, dispute, demand, claim or cause of action) between any party to this Agreement or relating to the Rewards Program ("**Covered Disputes**"), each party agrees to resolve such Covered Disputes exclusively through binding and confidential arbitration. The arbitration will exclusively take place in the federal judicial district located in New York, New York. Notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in a federal or state court located in the federal judicial district in New York, New York in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located therein for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

2. If you do not want the requirement to arbitrate a Covered Dispute to apply to you, you may opt out of such arbitration by sending us written notice of your decision within thirty (30) days of the date we accept you in the Rewards Program. Such notice must clearly state that you wish to cancel or opt out of the arbitration requirement of this Section K. It should include your name, address, account number, and your signature and must be emailed to: support@neonmoneyclub.com. If you opt out of arbitration, this arbitration provision will not apply to you, excluding subsection 5 of this Section K, which will continue to apply to you to the greatest extent permitted by law.

3. Each arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("**AAA**"), or such other administrator as you and we may mutually agree to according to the Consumer Arbitration Rules ("**AAA Rules**"). For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at its website www.adr.org. To the extent that there is any variance between the AAA Rules and this section, this section will control. Arbitrator(s) must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Covered Dispute.

You and we each agree that in this relationship (i) you and we are participating in transactions involving interstate commerce; (ii) the arbitrator shall decide any dispute regarding the enforceability of this section; and (iii) each arbitration is governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Federal

Arbitration Act is inapplicable, unenforceable or invalid, the laws of the state of New York shall apply. To find out how to initiate an arbitration, please call any office of the AAA or visit www.adr.org.

4. Each party agrees to the following: (i) no class or similar group arbitration or claim will be permitted; (ii) the arbitration will be confidential, and no party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (iii) subject to any limitations of liability in this Agreement, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (iv) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

5. All parties understand and agree that by agreeing to this Agreement, EACH PARTY IS GIVING UP HIS/HER/ITS RIGHT (I) TO HAVE A TRIAL BY JURY; (II) TO HAVE A COURT RESOLVE ANY DISPUTE BETWEEN US, SUBJECT TO THE TERMS HEREIN AND IF YOU HAVE NOT OPTED OUT OF ARBITRATION PURSUANT TO THE TERMS HEREIN; AND (III) TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY DISPUTE BETWEEN US.

6. All statutes of limitations applicable to any Covered Dispute apply to any arbitration between you and us. This arbitration provision shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; (iii) any transfer, sale, or assignment of your account; (iv) closing of the account; or (v) any other relationship between you and us. This section constitutes the entire agreement between you and us related to arbitration of a Covered Dispute and supersedes all prior arrangements and other communications concerning dispute resolution. With the exception of the provision of this section prohibiting arbitration on a class or collective basis, if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, or illegal part was not contained herein.

7. You and we each agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. The arbitrator may hear and rule on appropriate dispositive motions as part of the arbitration proceeding, such as motions for judgments on the pleadings, summary judgment, or partial summary judgment. The AAA, the arbitrators, you, and we, must, to the extent feasible, take any necessary action to ensure that an arbitration proceeding, as described in this section, is completed within 180 days of filing the Covered Dispute with the AAA.