Mercury Deposit Program Custodial Agreement

Through this agreement (the “Agreement”), you agree to participate in the Mercury Deposit Program (the “Program”) offered through Mercury Technologies, Inc. (“Mercury” or “us”) and agree to be bound by the terms and conditions set forth below. If you have any questions about any provisions of this Agreement, please contact us at help@mercury.com.

INTRODUCTION

Through the Program, you agree to open a deposit account at Evolve Bank & Trust (“Evolve”) (“Evolve Deposit Account”), a bank chartered under the laws of Arkansas at which deposits are insured by the Federal Deposit Insurance Corporation (“FDIC”).

In addition to an Evolve Deposit Account, you agree to open a custodial account (“Custodial Account”) at Evolve. You agree to appoint Evolve as your agent and custodian for the purpose of depositing your funds into deposit accounts (“Deposit Accounts”) at one or more other FDIC-insured banks (each, a “Program Bank”) as set forth on a list provided to you (“Bank List”).

When you deposit funds through the Program, your funds will be deposited into your Evolve Deposit Account or will be deposited by Evolve, as your agent and custodian, into Deposit Accounts at one or more Program Banks. As your custodian, Evolve will maintain records of your Deposit Accounts at each Program Bank.

Your funds at Evolve and at each Program Bank are eligible for FDIC insurance coverage up to $250,000 for each insurable capacity in which your Deposit Account is held (e.g., individual account, joint account, etc.) (the “Deposit Limit”).

Funds in your Evolve Deposit Account may exceed the Deposit Limit. As your agent and custodian, Evolve may also place your funds in an amount greater than the Deposit Limit in any Program Bank. Amounts in excess of the Deposit Limit will not be covered by FDIC insurance.

Any deposits (including certificates of deposit) that you maintain in the same insurable capacity directly with Evolve, a Program Bank or through an intermediary (such as a broker), regardless of the number of accounts, will be aggregated with funds in your Evolve Deposit Account, Custodial Account, or a Program Bank for purposes of the Deposit Limit. You are responsible for monitoring the total amount of deposits that you have with Evolve and each Program Bank in order to determine the extent of FDIC insurance coverage available to you.

The Deposit Accounts are solely the obligations of the Program Banks, and neither directly nor indirectly obligations of Evolve or Mercury. You will not have a direct relationship with the Program Banks. All deposits and withdrawals will be made by Evolve on your behalf. Information about your Deposit Accounts may be obtained from Mercury, not the Program Banks.
All communications regarding the Program, including periodic statements and notices regarding changes to the Program, are the responsibility of Mercury, and not Evolve or the Program Banks. If you have any questions regarding your Deposit Accounts, please contact Mercury at help@mercury.com.

The terms and conditions of the Program, and any feature of the Program, may be varied at Mercury’s sole discretion. Mercury, in its sole discretion, may make exceptions to the terms and conditions of the Program.

**APPOINTMENT OF EVOLVE AS YOUR AGENT AND CUSTODIAN**

You appoint Evolve, and Evolve agrees to be appointed, as your agent and custodian to hold in safekeeping all Deposit Accounts at Program Banks. You authorize Evolve to execute and deliver or file on your behalf all appropriate receipts, agreements, releases and other instruments, including whatever agreements may be required to establish and maintain the Deposit Accounts.

You agree that Evolve, as your agent, may place any or all of your funds on deposit with Evolve at one or more Program Banks in an amount determined in Evolve’s sole discretion based on available capacity at the Program Bank or other criteria, including rates or fees paid on deposits by the Program Bank to Evolve. Evolve may place your funds without regard to whether such funds may exceed the Deposit Limit at one or more Program Banks, even if your funds could be placed in one or more Program Banks in an amount less than the Deposit Limit.

Evolve may financially benefit if it places your funds into a Program Bank in excess of the Deposit Limit when that Program Bank pays a greater amount of fees to Evolve than other Program Banks that could accept your deposits in amounts under the FDIC insurance limit. Please carefully read the section entitled “Waiver of Conflicts” below.

You authorize Evolve to collect and retain all interest and other payments of income or principal pertaining to the Deposit Accounts and to deliver or transfer the funds on deposit in the Deposit Accounts to another account with Evolve as you may from time to time instruct; to receive the Deposit Accounts for account of you.

You agree that Evolve may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process that Evolve believes (correctly or otherwise) to be valid. Evolve may notify you of such process by telephone, electronically or in writing. If Evolve is not fully reimbursed for its record research, photocopying and handling costs by the party that served the process, Evolve may charge such costs to your Deposit Account, in addition to any minimum fee Evolve may charge for complying with legal processes.

You agree that Evolve may honor any legal process that is served personally, by mail, or by facsimile transmission at any of Evolve’s offices or an office of Evolve’s agent (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Deposit Account or records are maintained.
You agree that Evolve shall have no liability to you for any action taken or omitted by Evolve hereunder in good faith.

You agree to indemnify Evolve and its nominees against, and to hold Evolve and its nominees harmless from, all expenses (including counsel fees), liabilities and claims arising out of the holding, delivery or transfer of the Deposit Accounts and compliance with any legal process that Evolve believes (correctly or otherwise) to be valid.

**OPERATION OF THE PROGRAM**

**Accounts at Evolve**

You agree to establish both an Evolve Deposit Account and a Custodial Account at Evolve. Please read the section titled “Your Relationship with Mercury, Evolve and the Program Banks” below.

**Accounts at Program Banks**

Evolve, as your agent, will open one or more Deposit Accounts on your behalf at the Program Banks on the then-current Bank List and act as your custodian for the Deposit Accounts. At some Program Banks, Evolve may open a money market deposit account (“MMDA”) and a transaction account (“TA”); at other Program Banks, Evolve may open a TA only.

**Program Bank List**

The Bank List of available Program Banks into which your funds may be deposited is available on our website at: www.mercury.com/legal/evolve or by contacting us.

You may at any time with reasonable advance notice to us at help@mercury.com, designate a Program Bank as ineligible to receive your funds. In addition, you may at any time instruct Evolve to remove your funds from a Program Bank, close your Deposit Accounts with the Program Bank and designate the Program Bank as ineligible to receive future deposits. Any funds from a closed Deposit Account will be deposited into Deposit Accounts at another Program Bank set forth on the Bank List, as amended by you. For example, if you maintain other accounts at a Program Bank on the list separate from the Program, you may wish to designate this Program Bank as ineligible to avoid the aggregation of funds in your account(s) held directly with funds deposited through the Program as the combination of funds may exceed the amount of available FDIC insurance coverage at that Program Bank.

**FDIC Deposit Insurance**

In general, Evolve will place your funds at Program Banks as your agent in a manner that enables up to $1,000,000 of your deposits to be eligible for FDIC insurance. From time to time, Evolve may increase the amount of available FDIC insurance through the Program, and you will be notified by Mercury of such an increase. Any other deposits you have at the Program Banks outside of the Program may reduce FDIC insurance
coverage of your deposits through the Program. Moreover, if you have designated one or more Program Banks as ineligible to receive your funds, the amount of FDIC insurance for which your funds are eligible may be limited.

**Changes to Bank List**

One or more of the Program Banks included on the Bank List may be replaced with a Program Bank not previously included on the Bank List or a Program Bank may be deleted from the Bank List. Mercury will notify you if the Bank List has changed. Continued use of your Deposit Account and/or the Program after receipt of the initial Bank List or notice of subsequent changes to such list will constitute your consent to such list.

The Program Banks to which your balances in the Program have been allocated will be provided on a periodic statement. An increase in the number of Program Banks in the future could increase the potential FDIC coverage available in the Program; however, there can be no assurance that additional Program Banks will be added or your FDIC insurance coverage will increase. A decrease in the number of Program Banks in the future could decrease the potential FDIC coverage available in the Program.

You agree that deposits and withdrawals of your funds made after a change to the Bank List will occur as described below under “Deposit Procedures” and “Withdrawal Procedures,” respectively.

If a Program Bank at which you have a Deposit Account(s) no longer makes the Deposit Account(s) available through the Program, you may contact Mercury in order to establish a direct depository relationship with the Program Bank, subject to its rules with respect to establishing and maintaining deposit accounts. If you elect to establish a direct relationship, neither Mercury nor Evolve will have any further responsibility with respect to your Deposit Account. Unless you establish a direct depository relationship with the Program Bank, your funds will be transferred to another Program Bank on the Bank List on the day that the Program Bank leaves the Program.

**Deposit Procedures**

You agree that Evolve, as your agent, may open one or more Deposit Accounts on your behalf at one or more of the Program Banks on the then current Bank List. If Evolve has opened both an MMDA and a TA at a Program Bank, all deposits will be made into your MMDA.

You agree that Evolve, as your agent, may place your funds at one or more Program Banks without limit and without regard to the Deposit Limit. You agree that Evolve will place your funds based on each Program Bank’s available capacity or other criteria, including rates paid by Program Banks on Deposit Accounts or fees paid to Evolve. **You understand and agree that deposit amounts in excess of the Deposit Limit at a Program Bank will not be insured by the FDIC.**

Periodically, your previously deposited funds may be reallocated among the Program Banks on a revised Bank List based on each Program Bank’s available capacity or other
You understand and agree that it is your obligation to monitor your funds deposited at all Program Banks. You may email Mercury at any time at help@mercury.com to determine your Deposit Account balances at each Program Bank.

Withdrawal Procedures

You agree that all withdrawals will be made by Evolve as your agent. Funds may be withdrawn from Program Banks based on a Program Bank’s available capacity or other criteria, including, but not limited to, rates or fees paid by Program Banks on Deposit Accounts to Evolve.

If you have an MMDA and a TA at a given Program Bank, all withdrawals will be made from the TA. If funds in the TA at a Program Bank from which funds are being withdrawn are insufficient, funds in the related MMDA at that Program Bank will be transferred to the TA, plus funds to maintain any TA minimum, or “threshold,” amount.

At any point during a month in which transfers from an MMDA at a Program Bank have reached a total of six (6), all funds will be transferred from that MMDA to the linked TA at the Program Bank until the end of the month. Deposits for the remainder of the month into this Program Bank will be made to the TA. At the beginning of the next month, funds on deposit in the TA will be transferred to the MMDA, minus any threshold amount to be maintained in the TA. The limits on MMDA transfers will not limit the number of withdrawals you can make from funds on deposit at a Program Bank or the amount of FDIC insurance coverage for which you are eligible.

Pursuant to federal banking regulations, the Program Banks may reserve the right to require seven days’ prior written notice before you withdraw or transfer funds from an MMDA. The Program Banks have indicated that they have no present plans to exercise this right. TAs are not subject to this restriction.

Interest Rates Paid on Deposit Balances

You agree that the interest rates on your Deposit Accounts (if any) will be determined by the amount the Program Banks are willing to pay on deposit balances minus the fees paid to Mercury or Evolve as set forth below under “Fees.” Different Program Banks may pay different interest rates on your Deposit Accounts.

Different Program Banks may utilize different procedures for calculating the accrued interest on the balances in your Deposit Accounts. This may result in different amounts of interest, and in some cases, no interest accruing.

Interest rates will vary based on prevailing economic and business conditions. The interest rates paid on deposit balances in the Program may be higher or lower than the interest rates available to depositors making deposits directly with a Program Bank.
Waiver of Conflicts

You understand and agree that Evolve, as your agent, may place any or all of your funds on deposit with Evolve at one or more Program Banks in an amount determined in Evolve’s sole discretion based on available capacity at the Program Bank or other criteria, including rates paid on deposits by the Program Bank or fees paid to Evolve.

You understand and agree that Evolve has no obligation to place funds into Program Banks to maximize the amount of deposit insurance available on your funds or to maximize the interest rates that your funds may earn. Evolve may place your funds without regard to whether such funds may exceed the Deposit Limit at one or more Program Banks, even if your funds could be placed in one or more Program Banks in an amount less than the Deposit Limit.

You understand and agree that the Program Banks may pay fees to Evolve and that Evolve has no obligation to share these fees with you. You understand and agree that Evolve may financially benefit if it places your funds into a Program Bank in excess of the Deposit Limit when that Program Bank pays a greater amount of fees to Evolve than other Program Banks that could increase the deposit insurance available to you.

Evolve’s placement of funds in the Deposit Account may reflect considerations of federal and state law, Evolve’s funding needs and funding needs of Program Banks, general economic conditions or other factors determined by Evolve in its sole discretion. Evolve may place funds to enhance its business objectives and for balance sheet management purposes without any benefit to you.

Information About Your Accounts

You will receive a periodic statement which will reflect:

- All deposits to and withdrawals from the Program Banks;
- The opening and closing balances of your Deposit Accounts at each Program Bank; and
- The interest rate and interest earned on deposit balances at the Program Banks.

YOUR RELATIONSHIP WITH MERCURY, EVOLVE, AND THE PROGRAM BANKS

Evolve will act as your agent and custodian in establishing the Deposit Accounts at each Program Bank, depositing funds into the Deposit Accounts, withdrawing funds from the Deposit Accounts and transferring funds among the Deposit Accounts.

Deposit Account ownership will be evidenced by a book entry on the account records of each Program Bank and by records maintained by Evolve as your custodian. No evidence of ownership, such as a passbook or certificate will be issued to you. You will receive a periodic statement from Mercury on behalf of Evolve, which will reflect the balances in your Deposit Accounts at each Program Bank. You should retain the statements for your records. You may at any time obtain information about your Deposit Accounts by contacting Mercury.
You agree that all transactions with respect to your Deposit Accounts must be directed by Evolve and all information concerning your Deposit Accounts must be obtained from Mercury. You agree that the Program Banks have no obligation to accept instructions from you with respect to your Deposit Accounts or to provide you with information concerning your Deposit Accounts.

If you decide to terminate your participation in the Program, you may request to have your Deposit Accounts established in your name at each Program Bank, subject to each Program Bank’s rules with respect to establishing and maintaining deposit accounts and, neither Mercury nor Evolve will have any further responsibility with respect to your Deposit Account.

Each Deposit Account constitutes an obligation of a Program Bank and is not directly or indirectly an obligation of Mercury or Evolve. You can obtain publicly available financial information concerning each Program Bank at www.ffdie.gov/nicpubweb/nicweb/nichome.aspx, by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226, or by phone at 703-562-2200.

Neither Mercury nor Evolve guarantees in any way the financial condition of any Program Bank or the accuracy of any publicly available financial information concerning any Program Bank.

Fees

You understand and agree that each Program Bank will pay Mercury and Evolve a fee in connection with the Program. The fee may vary between banks. The amount of any fee received by Mercury and Evolve will affect the interest rate you receive. Even if Mercury or Evolve receives a fee from a Program Bank, you may not be entitled to interest on your Deposit Account. Other than applicable fees deducted by Mercury or Evolve, there will be no other charges, fees or commissions.

In addition, other service providers may receive fees from each Program Bank and may receive a portion of the fee paid to Evolve by the Program Banks.

Changes to the Program

You agree that Mercury may modify the terms and conditions of the Program, including changing or adding Program Banks offered therein. All notices of material changes to the Program may be communicated by a posting on our website, letter, a separate electronic or written communication, a note on a periodic statement or other means.

INFORMATION ABOUT THE FDIC

Deposit Insurance: General

Your Deposit Accounts (including principal and accrued interest) are insured by the FDIC, an independent agency of the U.S. Government, up to $250,000 for all deposits
held in the same insurable capacity as recognized by the FDIC at any one bank. According to the FDIC, no depositor has ever lost a penny of FDIC-insured funds.

Your funds become eligible for FDIC insurance immediately upon placement into your Deposit Account at a Program Bank. Generally, any accounts or deposits that you maintain directly with a particular bank, or through any other intermediary, in the same insurable capacity in which the accounts or deposits are maintained would be aggregated with the accounts or deposits for purposes of the $250,000 Deposit Limit.

You are responsible for monitoring the total amount of deposits that you hold with any one bank, directly or through an intermediary, in order to determine the extent of FDIC insurance coverage available to you on your deposits. Mercury is not responsible for any insured or uninsured portion of any deposits.

In the event a Program Bank fails, your Deposit Accounts at that Program Bank are insured, up to $250,000, for principal and interest accrued to the day the Program Bank is closed.

Under certain circumstances, if you become the owner of deposits at a Program Bank because another depositor dies, beginning six months after the death of the depositor the FDIC will aggregate those deposits for purposes of the $250,000 Deposit Limit with any other deposits that you own in the same insurable capacity at the bank. Examples of deposit accounts that may be subject to this FDIC policy include joint accounts, “payable on death” accounts and certain trust accounts. The FDIC provides the six-month “grace period” to permit you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.

In the event that FDIC deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to Evolve as your custodian. There is no specific time period during which the FDIC must make insurance payments available. Neither Mercury nor Evolve will be obligated to you for amounts not covered by deposit insurance nor will Mercury or Evolve be obligated to make any payments to you in satisfaction of a loss you might incur as a result of a delay in insurance payouts. Neither Mercury nor Evolve will be obligated to credit your account with funds in advance of payments received from the FDIC.

Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

If your balance in your Deposit Accounts are assumed by another depository institution pursuant to a merger or consolidation, such deposits will continue to be insured separately, up to the FDIC insurance coverage limits, from the deposits that you might have established with the acquiring institution until (i) the maturity date of any time deposits (including certificates of deposit) that were assumed, or (ii) with respect to deposits that are not time deposits, the expiration of a six month period from the date of acquisition. Thereafter, any assumed deposits will be aggregated with your existing
deposits with the acquiring institution held in the same capacity for purposes of FDIC insurance coverage. Any deposit opened at the acquiring institution after the acquisition will be aggregated with deposits established with the acquiring institution for purposes of FDIC insurance coverage.

If you have questions about basic FDIC insurance coverage, please contact us. You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one insurable capacity. You may also obtain information by contacting the FDIC, Deposit Insurance Outreach, Division of Depositor and Consumer Protection, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone (877-275-3342 or 800-925-4618 (TDD)), by visiting the FDIC website at: https://www.fdic.gov/deposit/index.html, or by email using the FDIC’s Online Customer Assistance Form available on its website.

TAX INFORMATION

For most clients, interest earned from your Deposit Accounts will be taxed as ordinary interest in the year it is received. A Form 1099 will be sent to you each year showing the amount of interest income you have earned in your Deposit Accounts to the extent required by law. You should consult with your tax adviser about how the Program affects you.

TERMINATION

Your participation in the Program may be terminated without penalty at any time at the option of either you or Evolve. Any termination will result in closing of any Deposit Accounts opened specifically for you. Following termination of the Program, Evolve may transfer the funds from your Deposit Accounts at Program Banks to your Evolve Deposit Account or, at its sole discretion, terminate your Evolve Deposit Account and return your funds in accordance with applicable laws and regulations.

UNIFORM COMMERCIAL CODE

You agree that for purposes of Article 8 of the Uniform Commercial Code as adopted in the State of New York, Evolve will act as your securities intermediary with respect to, and agree to treat as financial assets, any Deposit Account that Evolve holds for you.