

Mercury Customer Referral Agreement

Last Modified: October 2024

This Mercury Customer Referral Agreement (these “Referral Terms”) governs the Mercury Referral Program described on our [Mercury Referrals Page](#) and sets forth the conditions pursuant to which you may be eligible for, earn, redeem or forfeit financial rewards (“Bonuses”). “Company” or “You” means the legal entity or an authorized representative of the Company that has an Account in good standing with Mercury. You may only participate in the Mercury Referral Program if you accept all of these Referral Terms. These Referral Terms apply as soon as you open your Account at Mercury. Capitalized terms used in these Referral Terms but not defined here have the meanings given in the Mercury Terms of Use.

1. Eligibility

1.1. You become eligible to receive Bonuses as soon as you open your Account. To remain eligible to receive Bonuses, your Account must be open and not restricted at the time of fulfillment. If you violate the Mercury Terms of Use, the Banking Partner Agreements, or the terms of any other agreement between you and Mercury and our Banking Partners; fail to maintain your Account in good standing; or if you violate these Referral Terms, we may terminate your eligibility to receive Bonuses.

1.2. You may become ineligible to receive Bonuses if: you engage in fraudulent activity with respect to your use of your Account, your Deposit Accounts or your Card, you attempt to misuse Bonuses, or if you violate the Mercury Terms of Use, the Banking Partner Agreements, or any other agreements with us or our Banking Partners. If you become ineligible to participate in the Bonuses Program, we may reduce or cancel any prior or pending Bonuses you may have earned or for which you are eligible.

1.3. You are not eligible to receive Bonuses if: you refer another company owned or controlled by you, we have reason to believe you have completed duplicate applications

for the purposes of obtaining additional Bonuses or a sum beyond the maximum amount described on the Mercury Referral Page (“Bonus Limits”), or we suspect that you are attempting to circumventing any rules of the Mercury Referral Program.

1.4. Mercury employees are not eligible to receive Bonuses under these Referral Terms.

2. Referral Bonuses

2.1. You may earn Bonuses up to the Bonus Limit for each third party you refer under these Referral Terms who (1) opens a new qualifying account with Mercury; and (2) meets the Deposit or Spend Criteria (each defined below). A full list of qualifying accounts can be found on the Mercury Referral Page and will be subject to change.

2.2. You agree and acknowledge that qualifying accounts and Bonus Limits are subject to change at any time and can be found on the Mercury Referral Page. You must make all referrals using the Mercury Referrals Page by copying the link provided and sharing the link with the third party.

2.3. You may not redeem the Bonuses for cash, or for any other promotion, discount, or benefit. We will net the value of your Bonus against transaction reversals, chargebacks, penalties and any other amounts you owe us. You may not transfer Bonuses to any third party or any other Accounts, or combine Bonuses with any partner promotions, discounts, or third-party rewards programs.

2.4. We will make payouts into your Deposit Account up to 5 weeks after the deposit criteria or spend criteria (each defined below) has been satisfied for each referral you make, although delays may occur. We reserve the right to payout the Bonus at an earlier date, at our discretion.

2.5. Due to the confidential nature of the Account approval process, we will not disclose any information regarding applications for an Account or any detail on any transaction activity by Referred Parties (as defined below) except as reasonably necessary in Mercury's sole discretion in connection with the Referral Program.

2.6. You may not refer existing Mercury customers, Mercury customers whose Accounts were closed within the last 90 days, or Mercury customers whose Accounts closed with a negative balance within the last three years. While information about a Referred Party's account history may not be available to you, you agree that you waive any right to dispute the Bonus amounts we determine to be appropriate based on these and any other criteria listed in these Referral Terms.

2.7. In the event your total referrals exceed \$600 per calendar year, you will be required to provide information needed to provide a 1099 tax document.

3. Bonus Eligibility Criteria

3.1. Whether you are entitled to a Bonus for referring a third party under these Referral Terms will depend on the transaction activity of the third party you refer ("Referred Party"), and whether that activity meets certain deposit or spend thresholds as described below. Any determination by us of satisfaction of the bonus eligibility criteria will be subject to verification and at our sole discretion.

3.2. We will measure a Referred Party's transaction activity for a period of 90 days after we approve the Referred Party for an Account at Mercury ("Eligibility Period"). The Referred Party must be approved for an Account and be in good standing during the Eligibility Period to be eligible to meet the deposit or spend criteria described below.

3.3. The Referred Party's transaction activity may meet the deposit threshold if the Referred Party makes a deposit equal to or higher than the deposit limit displayed on the Mercury Referrals Page within the first 90 days of account approval. Qualifying deposits can be made via one lump sum or a series of deposits during the first 90 days from the date of approval. We will only consider settled and undisputed transactions for purposes of determining bonus eligibility. . 3.4. The Referred Party's transaction activity

may meet the spend threshold if: The Referred Party maintains a balance above the balance threshold listed on the Mercury Referrals Page for at least one full day starting at 12:00 AM to 11:59 PM EST during the Eligibility Period; or The Referred Party applies for and receives a Mercury Debit Card, and spends an amount equal to or above the

limit listed on the Mercury Referrals Page during the Eligibility Period. We will only consider settled and undisputed transactions.

4. Authorizations

4.1. By issuing a referral to a third party under these Referral Terms, you agree and authorize Mercury to share your full name and your business' name with the Referred Party for the purposes of facilitating the Mercury Referral Program.

4.2. You may revoke your authorization to share your information at any time. You must revoke your authorization in writing to help@mercury.com, which we will honor in a commercially reasonable amount of time. If you elect to revoke your authorization, you agree that you will forfeit any pending referral Bonus, and that we may purge records of your referrals from our systems to accommodate your request. Please also refer to our [Privacy Policy](#) for more information on how we handle your personal information.

5. Modifications; Termination; Release

5.1. This offer is subject to change and may be changed or canceled by Mercury at any time without notice. We may modify these Referral Terms at any time in our sole discretion by posting an updated version to our [legal page](#) or by providing notice to you. We may update or change the eligibility criteria, Bonus Limits, Deposit Criteria, restrictions, and requirements at any time. We may otherwise condition, restrict or limit the availability of Bonuses in our sole discretion. Any delay by us in enforcing our rights under these Referral Terms or the Mercury Terms of Use does not constitute forfeiture of such rights.

5.2. We may terminate the Mercury Referral Program at any time and at our sole discretion. These Referral Terms will immediately terminate if we or you close your Account.

5.3. You release us from all liability that may result from your participation in the Mercury Referral Program, and from any other third-party claims whatsoever that result from, are

related to, or are incurred by or against you in connection with the Mercury Referral Program or these Referral Terms.

6. Taxes

The value of any Bonuses you receive may result in miscellaneous income received from Mercury. We may be required by applicable law to send you, and file with the IRS, a Form 1099-MISC or Form 1042-S, or other applicable form for the year in which you have been awarded Bonuses. You are responsible for any tax liability related to participating in the offer. Please consult your tax advisor if you have any questions about how this could affect your taxes.