

Mercury Advisor Program Agreement

Effective Date: April 7, 2025

Mercury works with professional advisors, including accountants, bookkeepers, financial advisors, investors, venture capital firms, and others to help simplify their work and set their clients up for success. This Advisor Program Agreement ("Advisor Program Agreement") sets out the terms and conditions by which you may use the Advisor Program services in connection with your clients that are Mercury customers.

The Advisor Program Agreement is a binding contract between you ("Advisor", "you", or "your") and Mercury Technologies, Inc. ("Mercury", "we", or "us"). By clicking "Finish" or by accessing or using the Mercury Advisor Account and any associated services, or by otherwise manifesting your assent you agree to be bound by this Advisor Program Agreement as of the moment of such action (the "Effective Date"). If you are agreeing to this Advisor Program Agreement on behalf of a business or another organization, then you represent and warrant that you have the authority to bind that business or organization to this Advisor Program Agreement.

This Schedule incorporates the [Mercury Terms of Use](#) and your use of any product, services, or other offerings made available via the Mercury Advisor Program ("Advisor Services") is subject to the Advisor Program Agreement and the Mercury Terms of Use (including for the avoidance of doubt, the terms of Section 10 of the Agreement "Governing Law, Arbitration and Class Action/Jury Trial Waiver"). Capitalized terms not defined in this Mercury Advisor Program Agreement (either inline or by hyperlink), are defined in the Mercury Terms of Use. This Mercury Advisor Program Agreement shall prevail over any conflict or inconsistency with the Mercury Terms of Use, but only as to your use of the Advisor Services.

1. Overview

The Mercury Advisor Services are a set of tools to help you manage members of your Advisor team and your clients' accounts on Mercury. Mercury Advisor Services consists of the following services:

- Client Management - The Mercury Advisor Services provide a dashboard that allows you to view and manage all of your clients that are Mercury banking customers from a single

location. Clients will be visible in your client management dashboard once they have approved your request to access their Mercury Account, assigned you a role in their Account, or otherwise agreed to allow you to manage their account. Your access to your clients' bank accounts and the actions that you can take on those accounts is at the discretion of each individual client.

- Team Management - The Advisor Services allow you to invite other members of your Advisor team to create a Mercury account and help manage your clients. Within the Mercury Advisor Account, you can assign members of your team roles of Staff and Manager, depending on the level of access that is appropriate to that user. You can also manage your team's assignments to your clients.
- Referral Incentives - Through the Mercury Advisor Services, you will obtain a dedicated referral link to refer your clients and other prospects to sign up for Mercury's Services. You will be able to track your Mercury referrals via the Mercury Referrals page within your Advisor Account.

The Mercury Advisor Services are not a banking experience. The Mercury Advisor Services are made available to you free of charge, and Mercury maintains the right to discontinue the Mercury Advisor Services at any time in its sole discretion.

2. Account Administration & Roles

When you register for the Advisor Services you must create an account on behalf of the Advisor organization ("Advisor Account"). Individual users under your Advisor Account can be granted the role of Manager or Staff. If you are the Advisor team member that first creates an Advisor account, you will be granted the role of Manager by default. Managers can add, remove or manage additional Managers and Staff; assign or remove Staff from Clients; and perform other tasks to manage the Advisor Services and your Advisor team. Advisor is responsible for any actions or failure to act on the part of Managers or Staff, or those using their credentials to access the Advisor Services. Advisor is solely responsible for the activity that occurs on the Advisor Account, and Advisor must keep the Account secure. We encourage you to use "strong" passwords (for recommendations on what constitutes a strong password, check the National Institute of Standards and Technology (NIST)) with your Account. Advisor must notify Mercury immediately of any breach of security or unauthorized use of your Advisor Account. Mercury will not be liable for any losses caused by any unauthorized use of your Advisor Account. We may suspend access to your Account if we believe that your Account has been compromised.

3. Advisor Referral Program

After creating an Advisor Account, Advisor will have the opportunity to participate in the Mercury Referral Program. If you choose to participate in the Mercury Referral Program, you agree to the [Mercury Referral Partner Agreement](#), including all applicable representations and warranties.

Advisor may, but is under no obligation to, refer new customers to Mercury by utilizing any of the methods made available through the Advisor Services, including via a designated referral link provided within the Mercury Advisor Account.

Mercury will compensate the Advisor for its referrals in accordance with the terms specified in the "Referrals" page, accessible within the Mercury Advisor Account. Mercury reserves the right to make updates to the payment by posting the updated terms to the "Referrals" page.

Mercury's payment to Advisor is contingent upon referrals resulting in individuals or entities applying for and opening a new account on Mercury's platform, thereby becoming a "New Customer." Individuals or entities previously registered with Mercury before the referral under this Advisor Program Agreement are expressly excluded from the definition of "New Customers."

Advisor acknowledges that certain minimum balance requirements and transaction volume thresholds may apply to qualify a referral as a New Customer. If applicable, these requirements will be provided in the "Referrals" page, accessible within the Mercury Advisor Account, . You are advised to review the Referral page regularly so that you are aware of the latest Referral compensation terms. From time to time, Mercury may also engage in temporary promotional incentives and other rewards programs. Mercury may notify of any such programs to the extent practicable, including via email or by posting notice on our websites or applications. We may modify the terms of any incentive or rewards programs, including your eligibility to participate in them at our sole discretion.

4. Prohibited Uses

In addition to refraining from using any Mercury Services for any of the Prohibitions listed in Section 1 of the [Mercury Terms of Use](#), you will not use the Mercury Advisor Services to send unsolicited electronic messages or engage in any form of mass electronic communications in connection with their use of the Mercury Advisor Services or other Services. You further agree to not knowingly associate Mercury or the Advisor Services with content that is unlawful in any

manner, or which is otherwise harmful, threatening, defamatory, obscene, offensive, harassing, explicit, violent, discriminatory, or otherwise objectionable in Mercury's sole discretion.

5. No Professional Advice

Advisor understands and acknowledges that the Advisor Services are provided for informational purposes only and are not intended to provide nor should they be construed as providing any legal, regulatory, tax, financial, accounting, employment, or other professional advice. Advisor remains solely responsible for ensuring its compliance with any and all applicable laws, regulations, industry standards and codes of conduct. Nothing in the Mercury Advisor Services or any other Mercury content should be construed as the advice of competent legal or other applicable professional counsel. With respect to the Advisor Services, Mercury is not acting in a fiduciary capacity for Advisor, and Mercury does not guarantee any outcome or results with respect to the Advisor Services. Use of the Advisor Services is solely at Advisor's own risk.

6. No Endorsement

You understand and acknowledge that by allowing you to use the Mercury Advisor Services, Mercury does not directly or indirectly endorse your services or professional opinions or advice. You shall not make any form of representation or statement which would constitute an express or implied endorsement by Mercury of your service offerings, and you shall not permit any third party to do so on your behalf without first obtaining written approval from Mercury. With respect to your use of the Advisor Services, you shall not act or communicate in any way that is illegal, deceptive, misleading, unethical, or improper.

6. Marketing Materials

Subject to the terms and conditions of this Agreement, Mercury grants you the right to use Mercury's trade names, logo designs, trademarks, and company descriptions ("Mercury Marks") for advertising, promotional products, or marketing purposes; provided that you will use Mercury Marks in accordance with any guidelines provided by Mercury [here](#). If Advisor does not comply with Mercury's standards, as determined in Mercury's sole discretion, Mercury may request the removal or necessary adjustments to such content, in which case Advisor must immediately remove or make necessary adjustments to the content. You acknowledge that Mercury may

withhold any payments owed under this Advisor Program Agreement in the event that you fail to comply with Mercury's marketing guidelines.

7. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

8. DISCLAIMER OF WARRANTIES

THE ADVISOR SERVICES, INCLUDING BETA SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE ADVISOR SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ADVISOR SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MERCURY OR THROUGH THE ADVISOR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, MERCURY, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE INFORMATION PROVIDED TO YOU THROUGH THE ADVISOR SERVICES IS ACCURATE, RELIABLE OR CORRECT; THAT THE ADVISOR SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE ADVISOR SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE ADVISOR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ADVISOR SERVICES IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE ADVISOR SERVICES.

9. Personal Information

9.A Mercury's Use of Your Personal Information

When you sign up for and use the Advisor Services, Mercury will collect, use, transfer, process and retain your personal information in accordance with our [Privacy Policy](#).

9.B Sharing Personal Information with Mercury

The Advisor Services allows you to invite your team members to join your Advisor team and to refer your clients and other prospects to sign up to use the Mercury Services. You are solely responsible for ensuring that you are in compliance with any applicable legal requirements with respect to sharing personal information on your team members and prospects with Mercury to allow Mercury to contact them to sign up for the Advisor Services or other Mercury Services.

10. Term and Termination

This Advisor Program Agreement becomes effective when you start using the Advisor Services and will continue until terminated by either you or us or as otherwise set forth in any applicable agreement or terms between you and us (the "Term"). You may terminate this Advisor Program Agreement by paying all amounts you owe and providing notice to us. You will remain responsible for any charges, fees, fines, and other losses caused by your action or inaction prior to terminating the Advisor Program Agreement. We may terminate this Advisor Program Agreement, or suspend your access to the Mercury Advisor Services, at Mercury's discretion. We will provide notice of termination or suspension to the extent permitted by applicable law.

11. Changes to These Terms

These Advisor Program Agreements are effective as of the Last Modified date stated at the top. We may change the Advisor Program Agreement from time to time. Any such changes will be posted on the Site. By accessing the Advisor Services after we make any such changes to this Advisor Program Agreement, you are deemed to have accepted such changes. Please refer back to these Terms on a regular basis.

12. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MERCURY, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE ADVISOR SERVICES. UNDER NO CIRCUMSTANCES WILL MERCURY BE RESPONSIBLE

FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE ADVISOR SERVICES OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MERCURY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE ADVISOR SERVICES; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL MERCURY, ITS 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 \$1000.00. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF MERCURY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

13. INDEMNIFICATION.

You agree to defend, indemnify and hold harmless Mercury and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, our Banking Providers, and our third-party service providers, from and against any and all third-party claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising out of, related to, or resulting from: (a) your use of and access to the Advisor Services, including any data or content transmitted or received by you; (b) your violation of any term of these Advisor Program Agreement, including without limitation your breach of any of the representations and warranties above; (c) your

violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (d) your violation of any applicable law, rule or regulation; (e) your intentional misconduct; or (f) any other party's access and use of the Advisor Services with your unique username, password or other appropriate security mechanism.

14. General

- A. No Third Party Beneficiaries. There are no third party beneficiaries of this Advisor Program Agreement and nothing in this Advisor Program Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.
- B. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Advisor Program Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- C. Assignment. This Advisor Program Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Mercury without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.
- D. No Waiver. No waiver of any term of this Advisor Program Agreement shall be deemed a further or continuing waiver of such term or any other term, and Mercury's failure to assert any right or provision under this Advisor Program Agreement shall not constitute a waiver of such right or provision.
- E. Legal Orders. We may respond to and comply with any subpoenas, warrants, liens, or any other legal order we receive related to your use of the Advisor Services. We are not responsible to you for any losses you incur due to our response to such legal order. We may hold funds or provide information as required by the issuer of the legal order or take any other actions we believe are required of us under legal orders. Where permitted, we will provide you reasonable notice that we have received such an order.
- F. Survival. The provisions of this Advisor Program Agreement shall survive the termination of this Advisor Program Agreement to the extent necessary to effectuate the terms contained herein.
- G. Electronic Documents and Signatures. Mercury facilitates the completion and/or execution of electronic documents between parties. Nothing in the Advisor Program Agreement may be construed to make Mercury a party to or liable for any electronic documents processed through the Advisor Services or any of the Services. Users consent to the use of electronic signatures and understand that this consent has the same legal effect as a physical signature. Mercury is not responsible for determining how long documents and other records are required to be retained or stored and is not

responsible for or liable to produce any of the Advisor's electronic documents or other documents to any third parties.