

DAO CARD, INC.

CONSENT TO ELECTRONIC RECORDS AND SIGNATURES

Electronic Communications Disclosure

Last Updated: August 18, 2026

IMPORTANT — PLEASE READ BEFORE PROCEEDING

This document explains your rights regarding electronic records and communications. You must affirmatively consent before Dao and Austin Capital Bank can provide legally required disclosures to you electronically. Without your consent, Dao and Austin Capital Bank are not permitted to solely provide disclosures to you electronically. Please read this carefully. You have the right to receive paper copies and to withdraw your consent at any time.

1. Purpose and Scope of This Consent

This Consent to Electronic Records and Signatures ("E-Sign Consent") is provided pursuant to the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq., the "ESIGN Act") and applicable state electronic signature laws, including the Uniform Electronic Transactions Act (UETA). It governs your agreement to transact and receive disclosures electronically in connection with:

- the Dao Commercial Card Program (including the Cardholder Agreement and any amendments);
- the Dao website at <https://daocards.com/> (the "Website");
- the Dao online card management platform and dashboard (the "Platform"); and
- any other products or services offered by Dao Card, Inc. ("Dao") or Austin Capital Bank ("Bank") in connection with the Card Program.

Cards are issued by Austin Capital Bank and serviced by Dao. This E-Sign Consent applies to electronic records and communications ("Communications") delivered by both Dao and the Bank in connection with the Card Program.

By providing your consent below, you agree to the following:

- Dao and the Bank may provide any and all Communications either electronically on the Website or on the Platform, through a hyperlink provided on the Website or on the Platform, and, at their sole discretion electronically to the email address or mobile telephone number that you have provided, or by making them accessible via our websites or applications.
- Dao and the Bank may, but are not required to, notify you via email or text message when the Communications are available and how to view them, either via the hyperlink, email, or other electronic method described herein. The Communications will be provided to you in a format that can either be retained, printed or downloaded for your records.
- Your electronic signature on agreements and documents has the same effect as if you signed them in ink.
- Your consent applies to any transaction undertaken with Dao and the Bank and to all future disclosures and Communications regarding the Card Program and to other Communications that we provide to you by email.

- Your consent means the Communications Dao and the Bank provide to you electronically shall have the same meaning and effect as if provided in paper form, regardless of whether you actually view those Communications.

2. Categories of Electronic Communications Covered

By providing your consent below, you agree to receive the following categories of Communications in electronic form rather than on paper:

- The Dao Commercial Credit Card Agreement (Cardholder Agreement) and any amendments or updates thereto;
- The Terms and Conditions and any updates;
- The Dao Privacy Policy and any updates;
- Card Program Schedules, pricing disclosures, and fee schedules;
- Periodic Statements and account activity summaries;
- Adverse action notices (e.g., if your application is denied or your Spending Limit is materially reduced based on a credit report);
- Change-in-terms notices and other required regulatory disclosures;
- Identity verification requests and Know Your Customer (KYC) notices;
- Security alerts, fraud notifications, and account alerts;
- Tax documents and IRS forms (if applicable); and
- Any other notices, disclosures, or records that Dao or the Bank is required or permitted to provide in connection with the Card Program as required by law regarding your legal rights and obligations.

3. Hardware and Software Requirements

To access, read, and retain electronic Communications, you must have the following hardware and software at the time you give your consent and throughout the term of your Card Program participation:

3.1 Required

- A computer, tablet, or smartphone with internet access or mobile connectivity and the ability to download and run the software described herein;
- A current, up-to-date web browser that supports TLS 1.2 or higher encryption (e.g., the current version of Google Chrome, Mozilla Firefox, Microsoft Edge, or Apple Safari);
- Adobe Acrobat Reader (version 9 or later) or an equivalent PDF viewer capable of displaying, printing, and saving PDF documents;
- A valid, functioning email address that you access regularly; and
- Sufficient storage capacity (local hard drive, cloud storage, or printer access) to save or print electronic Communications for your records.

3.2 Mobile Devices

If you access the Platform via a mobile device, you must use a supported mobile browser or the Dao mobile application (when available).

3.3 Updates to Requirements

Dao reserves the right to update hardware and software requirements. We will notify you of any material hardware or software changes that may affect your ability to access electronic Communications. If updated requirements would prevent you from accessing Communications, you may withdraw your consent as described in Section 5 without penalty. Continuing to use the Card Program after receiving notice of the change is the reaffirmation of your consent.

4. How Electronic Communications Will Be Delivered

Electronic Communications will be delivered to you through one or more of the following methods:

- Email: sent to the email address associated with your Dao account;
- Platform / Dashboard: posted to your account inbox or document center within the Platform;
- Website: posted on the Dao Website; or
- Push Notification: sent via the Dao mobile application (if applicable and if you have enabled notifications).

You are responsible for maintaining a valid, active email address and for regularly checking your email and Platform inbox. A Communication is deemed delivered when it is sent to your email address on file or made available on the Platform, regardless of whether you actually open or read it.

5. Your Right to Withdraw Consent

You may withdraw your consent to receive electronic Communications at any time. To withdraw, you must provide written notice to Dao at help@daocards.com.

Please include your full legal name, company name, and Dao account number in your withdrawal request.

Important: Effect of Withdrawal

Because electronic delivery is integral to the Dao Commercial Card Program and Platform, withdrawing your E-Sign consent will result in: (1) termination of your access to the Platform; and (2) potential termination of your participation in the Dao Commercial Card Program, as paper-based delivery of all required disclosures is not operationally supported. You will remain responsible for all obligations incurred prior to the effective date of withdrawal.

Withdrawal takes effect after Dao has had a reasonable opportunity (not to exceed five (5) business days) to process your request. Withdrawal of consent does not affect the legal validity of any electronic Communications or signatures provided before withdrawal. If you withdraw your consent, Dao and the Bank may close or limit your access to the Card Program. You agree to pay any amount owed to Dao and the Bank even if you withdraw your consent and we close or limit your access to the Card Program.

6. Keeping Your Contact Information Current

You are responsible for maintaining a current and valid email address and contact information in your Dao account. If your email address or other contact information changes, you must update it promptly by contacting us or logging into the Platform and updating your profile.

If electronic Communications are returned as undeliverable, Dao may attempt to contact you using other contact information on file and may suspend your access to the Platform until a valid email address is confirmed. You agree that Dao and the Bank are not responsible for any delay or failure in your receipt of any Communication that is not caused by Dao's or the Bank's failure to send such a Communication or notice to the phone number or email address you have provided to us. Dao and the Bank will not assume liability for non-receipt of notification of availability of electronic Communications in the event your mobile number, email address or other contact information on file is invalid; your email or Internet service provider filters the notification as "spam" or "junk mail"; there is a malfunction in your computer, mobile device, browser, Internet service, mobile connectivity and/or software; or for other reasons beyond our control.

7. Legal Effect of Electronic Signatures

Any electronic signature you provide in connection with the Card Program — whether by clicking an "I Agree," "Accept," or "Sign" button, by typing your name in a signature field, by checking a consent checkbox, or by any other electronic means — constitutes your legal signature and has the same validity, enforceability, and binding effect as a handwritten signature under:

- the E-SIGN Act (15 U.S.C. § 7001 et seq.);
- the Uniform Electronic Transactions Act (UETA), as adopted in the State of Texas and other applicable states; and
- any other applicable federal or state law governing electronic signatures.

You agree not to challenge the legal effect, validity, or enforceability of any electronically signed agreement, disclosure, or record solely on the basis that it was executed or delivered electronically.

8. Retention of Electronic Records

You should retain copies of all electronic Communications for your records. We recommend that you print or download important documents (including the Cardholder Agreement, Periodic Statements, and this E-Sign Consent) immediately upon receipt. Dao will retain electronic records in accordance with our record retention policies and applicable law; however, Dao does not guarantee that it will maintain historical Communications indefinitely or in a format accessible to you.

9. Questions and Contact Information

If you have any questions about this E-Sign Consent or need assistance with electronic Communications, please contact us:

Dao Card, Inc.

Attn: Electronic Communications / Legal

3300 N Interstate 35, 7th Floor

Austin, TX 78705

Email: help@daocards.com

Phone: 484-326-2273

10. Your Consent

BY SIGNING BELOW (OR BY CLICKING "I CONSENT" IN THE ONLINE ONBOARDING FLOW), YOU CONFIRM THAT:

1. You have read and understand this E-Sign Consent.
2. You have the hardware and software described in Section 3 and can access electronic Communications.
3. You consent to receive all Communications electronically as described in this document.
4. You consent to the use of electronic signatures for all agreements and documents related to the Dao Commercial Card Program.
5. You understand your right to withdraw consent and to request paper copies.

Authorized Representative Name (Print):

Signature

Date

Title / Role

Company Legal Name

Dao Account Number (if known): _____

Email Address on File: _____

For online enrollments: Electronic acceptance recorded automatically at account creation. A copy of this consent will be delivered to your email address on file.