



CUSTODIAL AGREEMENT

EFFECTIVE [CURRENT DATE]

This Custodial Agreement ("Agreement") governs the custodial services ("Custodial Services") provided by Red Capital Partners LLC ("Red Capital") in connection with your participation in the automated sweep service (the "Service"). References to "you" and "your" mean the individual who has enrolled in the Service. References to "we," "us" or "our" mean Red Capital.

NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING INDIVIDUAL ARBITRATION. THE ARBITRATION PROVISION APPEARS IN SECTION 5 OF THIS AGREEMENT.

By clicking "I Agree" below, you agree to be bound by this Custodial Agreement.

1. INTRODUCTION

(a) The Service is offered through Red Capital's proprietary AI-powered platform (the "Sweep Platform"), which automatically analyzes and moves your funds between participating insured institutions to maximize your returns. You acknowledge that our communications with you regarding the Service will be made through our secure platform and designated channels.

(b) The Service is provided through Red Capital's proprietary Sweep Platform, which enables the automated movement of your funds between certificates of deposit ("CDs") and/or savings accounts (also known as money market deposit accounts or "MMDAs") at participating insured institutions (collectively referred to as the "Network Banks"). We refer to the accounts at the Network Banks that hold your deposited funds as the "Network Bank Accounts." The Service may involve intermediary accounts that are used to facilitate transfers between Network Bank Accounts (each such intermediary account, a "Transit Account"). We refer to Network Bank Accounts and Transit Accounts collectively as "Deposit Accounts."

(c) When you participate in the Service, you do not have a direct agreement with any Network Bank. You appoint us as your custodian for the funds you wish to deposit in CDs, MMDAs, or Transit Accounts, and to hold those funds as your custodian in the Deposit Accounts.



2. CUSTODIAL TERMS

(a) By accepting this Agreement, you authorize us to act as custodian on your behalf and hold your funds in a custodial capacity to facilitate the automated movement of your deposits between Network Banks. We provide no advice about any CD or MMDA, or its terms. We will act based on our AI-driven platform's analysis with respect to the movement of your funds between Network Banks, subject to any requirements or restrictions of the Service.

(b) As your custodian, we may:

- Hold deposits of your funds in the Deposit Accounts on your behalf
- Comply with any legal process we receive and believe to be valid
- Take such other action necessary to perform under this Agreement

(c) To help prevent fraud and ensure compliance with applicable laws, we will obtain, verify, and record information that identifies you. When you enroll in the Service, you will be asked for your name, address, date of birth, and other information that will allow us to identify you. You may also be asked to provide your driver's license or other identifying documents.

3. SERVICE TRANSACTIONS

(a) Deposits and Automated Sweeps

(i) The Sweep Platform continuously analyzes rates and opportunities across our network of insured institutions. The platform automatically optimizes the placement of your funds to maximize returns while maintaining the security of your deposits.

(ii) You acknowledge and agree that:

- Network Banks are solely responsible for establishing their rates and fulfilling their obligations
- The AI-driven platform will automatically move funds between Network Banks based on rate optimization
- Each movement of funds will be executed through secure ACH transfers
- You will receive notifications of fund movements through your secure dashboard

(b) Withdrawals

You acknowledge and agree that certain deposit products may require advance notice for withdrawal or may impose penalties for early withdrawal. You are responsible for understanding and complying with the terms of each product in which your funds are placed.



(c) Deposit Accounts

You acknowledge and agree that each Deposit Account at a Network Bank will be an omnibus custodial account that may hold funds for multiple customers participating in the Service. We maintain detailed records of the portion of funds in each Deposit Account that is being held for you and other customers.

4. PRIVACY AND SECURITY

(a) We maintain strict privacy and security measures to protect your funds and information:

- Bank relationships are kept confidential to prevent fraud and maintain security
- All transfers occur through secure ACH channels
- Multi-factor authentication is required for account access
- Continuous monitoring of all account activities
- Regular security audits and updates

(b) Your privacy and security are paramount. We:

- Encrypt all data transmissions
- Monitor accounts 24/7 for suspicious activity
- Maintain comprehensive cybersecurity protocols
- Regularly update security measures
- Provide immediate notification of any security concerns

5. ARBITRATION

(a) RESOLUTION OF DISPUTES VIA INDIVIDUAL ARBITRATION. YOU HAVE READ THIS SECTION 5 CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE TO INDIVIDUAL ARBITRATION. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN SECTION 5(c) BELOW.

(b) Any party to this Agreement may require that any dispute shall be resolved by mandatory, binding individual arbitration. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you and us, including but not limited to the Service, this Agreement, the Sweep Platform, or any transactions.

(c) You may opt out of this Arbitration Provision by sending an arbitration opt-out notice by email to support@redcapital.partners within thirty (30) days of accepting this Agreement. The opt-out notice must state that you reject arbitration; provide your name, address, and social security number; and be signed by you.



(d) The arbitration shall be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. The arbitration shall take place in your federal judicial district. Any award by the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

(e) NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS. No party may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration.

(f) The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless all parties specifically agree in writing.

6. LIMITATION OF LIABILITY

(a) Our liability is limited to actual proven damages caused directly by our failure to perform our obligations under this Agreement. We are not liable for:

- Performance of Network Banks
- Temporary service interruptions
- Market fluctuations or rate changes
- Delays in transfers or processing
- Any indirect, consequential, or special damages

7. TERM AND TERMINATION

(a) This Agreement remains in effect until terminated by either party:

- You may terminate by withdrawing all funds and closing your account
- We may terminate with 30 days' notice or immediately for security concerns
- Termination doesn't affect pending transactions

8. GENERAL PROVISIONS

(a) Modifications: We may modify this Agreement with 30 days' notice

(b) Assignment: You may not assign your rights without our consent

(c) Governing Law: This Agreement is governed by [Applicable State] law

(d) Severability: If any provision is invalid, others remain in effect

(e) Entire Agreement: This represents our complete agreement regarding the Service



9. TECHNOLOGY AND AI PLATFORM

(a) You acknowledge that:

- The Service uses proprietary AI technology to optimize returns
- Fund movements are automated based on algorithmic analysis
- Past performance doesn't guarantee future results
- All Network Banks in our system are properly insured institutions
- The platform operates 24/7 to seek optimal rates

10. CONTACT AND SUPPORT

For all inquiries regarding your account or this Agreement:

Email: support@redcapital.partners

Website: www.redcapital.partners

Hours: 24/7 platform monitoring, support during business hours

By clicking "I Agree," you acknowledge that you have read, understand, and agree to be bound by all terms and conditions of this Agreement.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.