

Standing Grasshopper Bank Solo 401(k) Transfer Authorization Agreement

1. Purpose of This Agreement

This Agreement sets forth the terms under which you authorize **The Vibes Company Inc.** ("Vibes") to transmit your standing instructions to **Grasshopper Bank, N.A.** ("Grasshopper Bank") to automatically transfer funds received from designated investment sources held in your Solo 401(k) deposit account to your corresponding Solo 401(k) account at **DriveWealth, LLC** ("DriveWealth") or to other designated accounts within your Solo 401(k) plan structure.

Carry Advisors LLC, our affiliated registered investment adviser, is **not** a party to this Agreement and does not have custody or authority over the accounts or assets referenced herein. Vibes operates as a technology platform that facilitates client access to multiple custodial relationships under the Program Management Agreement with Grasshopper Bank. This Agreement relates solely to the transmission of transfer instructions and does not create any advisory, custodial, or fiduciary relationship between Vibes and your Grasshopper Bank or DriveWealth accounts.

2. Standing Transfer Authorization

By checking the box to enable this feature in your Solo 401(k) account, you authorize Vibes to instruct Grasshopper Bank to:

- Automatically transfer all cash received from any investment(s) you have designated in your account settings ("Authorized Sources") to your corresponding Solo 401(k) account at DriveWealth or other designated accounts within your Solo 401(k) plan structure.
- Include all types of payments from Authorized Sources, including but not limited to dividends, interest, periodic distributions, rental income, and returns of capital from alternative investments.
- Initiate such transfers as soon as funds are cleared and available at Grasshopper Bank, unless you have specified a different transfer schedule in your account settings.
- Execute transfers only between accounts within the same Solo 401(k) plan to maintain proper plan integrity and tax treatment.
- Process transfers in accordance with Grasshopper Bank's standard procedures and applicable banking regulations.

3. Designation and Changes to Authorized Sources

- You may add, remove, or modify your Authorized Sources at any time through your Vibes account by contacting support@carry.com or through your account dashboard.
- Your current Authorized Sources, and any changes you make, will be stored in our systems and serve as the operative instruction under this Agreement.
- You do not need to re-execute this Agreement when you make changes to your Authorized Sources.
- All changes to Authorized Sources will be transmitted to Grasshopper Bank within two (2) business days of your instruction.
- You will receive email confirmation of any changes to your Authorized Sources.

4. Transfer Processing and Timing

- Transfers will be processed by Grasshopper Bank according to procedures established under the Program Management Agreement between Vibes and Grasshopper Bank.
- While Vibes acts as program manager under the Banking-as-a-Service arrangement, final transfer execution remains subject to Grasshopper Bank's banking regulations, compliance requirements, and operational procedures.
- You acknowledge that transfers may be subject to Grasshopper Bank's minimum transfer amounts, daily limits, and processing schedules as outlined in your Master Services Agreement with Grasshopper Bank.
- Failed transfers due to account restrictions, insufficient funds, regulatory holds, or other bank-related issues will be reported to you via your Vibes account dashboard.
- All transfers are subject to applicable anti-money laundering (BSA/AML) and electronic funds transfer regulations.

5. Regulatory Compliance and Limitations

- All transfers must comply with Solo 401(k) plan rules, contribution limits, and prohibited transaction regulations under ERISA and the Internal Revenue Code.
- Transfers are subject to banking regulations including Regulation E (Electronic Fund Transfers) and BSA/AML requirements.

- Grasshopper Bank reserves the right to hold, reject, or reverse any transfer that does not comply with applicable banking regulations or internal policies.
- You acknowledge that certain transfer patterns may trigger additional regulatory review or temporary holds.

6. Duration and Revocation

- This authorization remains in effect until you revoke it by providing written notice to Vibes at support@carry.com, or by providing written notice directly to Grasshopper Bank.
- Changes or cancellations will be processed promptly upon receipt and confirmation, typically within two (2) business days.
- You may suspend transfers temporarily without revoking this Agreement by adjusting your account settings.
- Annual confirmation of active standing instructions will be requested to ensure continued authorization.
- This authorization may be terminated by Grasshopper Bank if it conflicts with banking regulations or their internal policies.

7. Acknowledgments and Agreements

By checking the box and enabling this feature, you acknowledge and agree that:

1. **Technology Facilitation Only:** Vibes is acting solely as a technology facilitator to transmit your instructions to Grasshopper Bank and DriveWealth and is not acting as an investment adviser, broker-dealer, custodian, or fiduciary in connection with this Agreement.
2. **RIA Non-Involvement:** Carry Advisors LLC, if you have an advisory relationship with them, does not have custody or authority over these funds and is not responsible for these transfers. Your Grasshopper Bank account is not subject to advisory services from Carry Advisors LLC.
3. **Program Management Dependencies:** All transfers are subject to Grasshopper Bank's and DriveWealth's applicable account agreements, banking regulations, compliance policies, and operational procedures over which Vibes has no control. The Program Management Agreement between Vibes and Grasshopper Bank governs the overall banking relationship.

4. **Solo 401(k) Compliance Responsibility:** You are solely responsible for ensuring that transfers comply with all applicable Solo 401(k) plan rules, contribution limits, prohibited transaction rules, and tax regulations. Vibes provides no tax, legal, or ERISA advice regarding these transfers.
5. **No Custody Creation:** This authorization is not considered a Standing Letter of Authorization for investment advisory purposes under Rule 206(4)-2 of the Investment Advisers Act of 1940 and does not create custody of client funds or securities by Vibes or Carry Advisors LLC.
6. **No Compensation for Transfers:** You understand that Vibes receives no compensation from Grasshopper Bank or DriveWealth in connection with these transfers and acts solely to facilitate your instructions.
7. **Banking Agreement Primacy:** Your separate Master Services Agreement with Grasshopper Bank and account agreements with DriveWealth govern the custody and handling of your assets. This Agreement does not modify those relationships.
8. **Regulatory Compliance:** You acknowledge that this service depends on compliance with banking regulations and that regulatory changes may affect the availability or processing of transfers.
9. **System and Banking Limitations:** You acknowledge that this service depends on both technology systems and banking infrastructure, and that temporary outages, regulatory holds, or technical issues may affect the transmission or execution of instructions.

8. Banking-Specific Provisions

- You acknowledge that Grasshopper Bank operates under federal banking regulations and may be required to place holds on transfers for regulatory compliance reasons.
- Electronic fund transfer protections under Regulation E may apply to certain transfers, and you should refer to your Grasshopper Bank account disclosures for specific rights and procedures.
- All transfers are subject to Grasshopper Bank's daily transaction limits and may require additional verification for large amounts.
- You understand that banking regulations may require additional documentation or approval for certain types of transfers.

9. Limitations of Liability

- Vibes's role is limited to transmitting your instructions and maintaining records of your Authorized Sources.
- Vibes is not responsible for Grasshopper Bank's or DriveWealth's execution of transfers, processing delays, regulatory holds, or any account-related issues at either institution.
- Vibes is not responsible for any tax consequences, penalties, regulatory violations, or Solo 401(k) plan compliance issues that may result from transfers.
- You agree to hold Vibes harmless from any claims arising from the operation of your Grasshopper Bank or DriveWealth accounts or the execution of transfers by those institutions.
- Neither Vibes nor its affiliates shall be liable for delays or failures caused by banking regulations, compliance reviews, or regulatory agency actions.

10. Record Keeping

- Vibes will maintain records of your authorization, Authorized Sources, and instruction transmission dates.
- You will receive periodic statements showing transfer activity through your Vibes account dashboard.
- Original banking and transaction records remain with Grasshopper Bank and DriveWealth respectively.
- All records will be maintained in accordance with applicable banking and financial services recordkeeping requirements.

11. Regulatory Disclosures

- **Grasshopper Bank Relationship:** Your Grasshopper Bank deposit account is established under the Program Management Agreement between Vibes and Grasshopper Bank and is subject to the Grasshopper Bank Master Services Agreement. Vibes acts as program manager to facilitate access to Grasshopper Bank services under the Banking-as-a-Service arrangement.
- **DriveWealth Relationship:** Your DriveWealth account may be subject to advisory services from Carry Advisors LLC under a separate investment advisory agreement.
- **Banking Services Disclosure:** Vibes/Carry is not a bank. Banking services are provided by Grasshopper Bank, N.A., Member FDIC, under a Program Management Agreement where Vibes acts as program manager. Your deposit account may be established as an interest in a commercial deposit account owned and controlled by Grasshopper Bank, with your funds held for your benefit and potentially pooled with funds of other depositors.

• **No Investment or Tax Advice:** This Agreement does not constitute investment advice, tax advice, or ERISA guidance. Decisions regarding Authorized Sources and transfer timing are solely your responsibility.

12. Amendment and Modification

Vibes reserves the right to modify this Agreement at any time by posting the updated terms on the platform. Continued use of the standing transfer feature after such modifications constitutes your acceptance of the revised Agreement. You will be notified of material changes via email and through your account dashboard. If you do not agree to the modifications, you may revoke this authorization as described in Section 6.

Vibes also reserves the right to modify the technical procedures for transmitting instructions at any time as needed for operational efficiency, regulatory compliance, or banking requirement changes.

Consent Record

By checking the authorization box in the Vibes platform, you affirm that you have read, understood, and agreed to this Agreement. Your consent will be recorded electronically with the date, time, and your account credentials, and maintained in our records in accordance with applicable recordkeeping requirements.

Electronic Signature Acknowledgment: Your electronic consent constitutes your legal signature and agreement to be bound by the terms of this Agreement.

Date Modified: August 2025