

## AUGIE SECURITY ACCOUNT AGREEMENT

### THIS SECURITY ACCOUNT IS COLLATERAL FOR YOUR AUGIE SECURED CHARGE CARD.

1. **This Agreement.** This Augie Security Account Agreement (the “Security Agreement”) contains the following terms and conditions under which TCM Bank N.A. has agreed to establish a secured consumer charge card (the “Card” for you. This Security Agreement is between you and TCM Bank N.A. and also refers to and includes the Augie Secured Charge Card Agreement (“Agreement”) which is incorporated herein by reference.
2. **Parties To This Agreement; Definitions.** “You” and “your” mean each person who applied for and has a Card opened in you name by TCM Bank N.A. The words “we,” “us,” and “our,” mean TCM Bank N.A., and its agents, successors, assignees, and third-party service providers.
3. **Security Account.** A deposit account (the “Security Account”) for you will be opened and maintained at Meridian Bank. This may be in the form of a pool account with your balance held for your benefit.
4. **Grant of Security Interest in the Security Account.** To secure any Debt arising under your Card and under the terms of the Agreement, you assign, transfer, pledge, grant a security interest (the “Security Interest”) in, and set over to us all of your rights, title and interest in the Security Account and in all renewals, substitutions of, and additions and proceeds of the Security Account. “Debt” includes all amounts and obligations you owe to us under your Card, including but not limited to any applicable interest, fees and charges that may accrue on your Card, and also includes without limitation any continuing guaranty arising from the Card, as well as each extension, refinance or renewal of such obligations, and any expenses that we incur in enforcing your obligations under the Agreement, including reasonable fees for independent counsel, where allowed by law. Your Security Account does not secure any obligations to us other than the Debt, as defined above. No portion of the Security Account will be available to you or may be used to secure other loans. You may, however, apply any available balance in the Security Account towards repayment of all or a part of the Debt.
5. **Our Rights Over Your Security Account.** The Security Interest on your Security Account given to us by you includes and gives us the right to make settlements on the Security Account; transfer the Security Account to our own name; or exercise ownership rights on the Security Account. You acknowledge and agree that we shall have exclusive control over the Security Account. To the fullest extent permitted under applicable law, you waive any right to require us to: (i) proceed against you or any other person; (ii) proceed against or exhaust any security you have provided to us through other agreements; or (iii) pursue any other remedy in our power.
6. **Events of Default.** We may, without prior notice, declare you in default under the Agreement if any of the conditions detailed in the “Events of Default” section of the Agreement occur.
7. **Using the Security Account to Prevent a Default.** You agree and authorize us to, in our sole discretion, use all or any portion of the balance in the Security Account to repay the Debt (the “Preventive Repayment”) any time after 5pm of the day that any part of the Debt is due, in order to prevent default on such Debt. Any part of the Debt that the Preventive Repayment does not fully repay will continue as your obligation and may give rise to an Event of Default if not repaid when due. Notwithstanding, you agree that you are solely responsible for ensuring that you do not default on any Debt.
8. **Our Rights upon Your Default.** If you default under the terms of the Agreement, we will apply all or any portion of the funds in the Security Account to repayment of the Debt and our costs in enforcing our rights hereunder. We are irrevocably appointed as attorney-in-fact for the limited purpose of executing any instruments required to satisfy the Debt. Our rights stated in this Security Agreement are in addition to any others we have under the law. If there is a conflict regarding the Security Interest between this Security

Agreement and any other agreement, this Security Agreement will control. You represent that no insolvency proceeding or general assignment for creditors is pending that would affect our Security Interest. If we waive or delay exercising a right, it does not forfeit that right or any others. You waive any defense you may have against us. Until all Debt is fully repaid, and you have no further obligations under your Agreement, you will subordinate in our favor any right of subrogation and any right to enforce a remedy we now have or may later have.

9. **Protection of Our Security Interest.** You must take any action we request to perfect or protect our first lien position security interest in the Security Account. You waive the benefit of any homestead or other exemptions in the Security Account. The Security Interest will be governed by *Uniform Commercial Code - Article 9* (as adopted by the applicable state law) whether *Article 9* applies by its terms or not. If you become a debtor in any proceeding under the United States Bankruptcy Code, you agree that you will recognize us as a perfected secured creditor with respect to the Security Account and that you will declare the balance held in the Security Account as exempt property pursuant to the provisions of the United States Bankruptcy Code or applicable State exemption laws.
10. **Assignment of Security.** We may sell or assign the Debt to a third-party, or otherwise raise finance using the Debt as collateral. You irrevocably agree that we may assign our rights and obligations to any third-party (the "Assignee") for the purpose of such sale, debt-assignment or financing. This assignment right will be available to this or subsequent Assignees for onward sale, debt-assignment or financing.
11. **Return of Security Account Balance.** Once your Card is closed and only after it is paid to \$0 balance, we will return any balance remaining in your Security Account to your Linked External Account through an electronic transfer within 5 business days of the Card being paid to \$0 balance.
12. **Amendment.** We may amend the terms and conditions applicable to your Security Account separately from the Security Agreement at any time with reasonable written notice to you if required by applicable law.