TERMS AND CONDITIONS

Professional gambling and cash intensive businesses are considered to be high risk categories in the financial institution industry. Account activity, especially cash-based transactions, can be difficult to monitor. Lexicon Bank (the "Bank") asks for your cooperation and candor when attempting to substantiate transactions on your account.

The Bank may ask for supporting documents to verify the source of funds and ask questions which may include, but are not limited to:

- Poker tournament schedules with anticipated presence at events.
    - The Bank understands that a Participant that is primarily a "cash game" player may travel to such events, and not play in any tournaments. The Bank still wants to know which events a Participant intends to attend.
- A cash/wire transaction questionnaire to document the source of funds.
- If applicable, wiring instructions and Player Account Number(s) at participating gambling establishments to facilitate prevention of fraud or misplacement of funds. In the event the account number(s) don't match the information provided, the Bank will seek additional security measures to verify identity.
- The Bank may seek wiring instructions from gambling establishments in addition to, or in lieu the instructions provided by the Participant.
- The Bank may require that a Participant provide "win/loss" records or similar, from various gambling establishments that a Participant represents gambling at. These include, but not are not limited to US and international casinos, and sports books that are legal in the jurisdictions in which they reside. Examples would be WSOP, MGM, William Hill, etc.
- The Bank may ask you to sign a consent form so that it may obtain "win/loss" or similar records from gambling establishments a Participant has represented they have played at.
- A Participant may also be "followed" through social media. By following, the Bank will receive email updates of winnings and validate the location of the Participant.
- The Bank may also require that a Participant provide copies of buy-ins, copies of sports betting tickets, copies of markers, or other information that can be used to verify their in person presence at given gambling establishment.

You represent that you will not use the bank to send or receive money related to playing online poker, or betting sports from a jurisdiction where such activity would be prohibited.

The Bank is not taking any position on the legality of gambling in one jurisdiction while not physically present in that jurisdiction. As such, the Bank is not encouraging or discouraging you from engaging in such activity, the Bank is merely requiring that you not use the Bank to effectuate it.

Because of the intensive nature of tracking the accounts of professional gamblers, your account may not be eligible to earn interest unless it has a substantial balance – The exact balance required to earn will change from time to time based on the effort needed and the cooperation provided by the Client.

You agree that these terms and conditions may be amended by the Bank from time to time. The Bank will notify you of amendments in writing 30 calendar days prior to the effective date. Your continued use of this account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records.

By signing this document, you acknowledge to the terms and conditions of this program and that all information provided to the Bank is true and correct. This acknowledgement shall not waive the Bank's ability to close any account for any reason. It is, however, the intent of the Bank to work diligently with its customers to keep these accounts open. Notwithstanding the foregoing, failure by the customer to provide accurate and adequate documentation when requested might require the Bank to change its position on an account by account basis.