

Fill in this information to identify the case:

Debtor 1 Tricolor Holdings, LLCDebtor 2  
(Spouse, if filing) \_\_\_\_\_United States Bankruptcy Court for the: Northern District of TexasCase number 25-33487

## Official Form 410

**Proof of Claim**

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>Flourish Savings, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor: <u>Flourish Fi</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Flourish Savings, Inc.</u> Name <u>2261 Market Street STE 4466</u> Number Street <u>San Francisco</u> <u>CA</u> <u>94121</u> City State ZIP Code Contact phone <u>2093808243</u> Contact email <u>jessica@flourishfi.com</u>	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____
RECEIVED OCT 30 2025 VERITA GLOBAL		
Uniform claim identifier (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on ____ / ____ / ____	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No  
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 11,850.00 Does this amount include interest or other charges?  
☒ No  
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Services rendered under SaaS Services Agreement: Jul, Aug, Sep'25

9. Is all or part of the claim secured? ☒ No  
☐ Yes. The claim is secured by a lien on property.  
**Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☐ Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

RECEIVED  
OCT 30 2025  
VERITA GLOBAL

**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_

**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,800\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$17,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/23/2025  
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Jessica Eting  
First name Middle name Last name

Title Cofounder

Company Flourish Savings, Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 2261 Market Street STE 4466  
Number Street

San Francisco CA 94121  
City State ZIP Code

Contact phone 2093808243 Email jessica@flourishfi.com

RECEIVED

OCT 30 2025

VERITA GLOBAL

Print

Save As...

Add Attachment

Reset

## Attachment A - Supporting Document for Proof of Claim

Date: October 23, 2025

**Creditor:** Flourish Savings, Inc.

**Debtor:** Tricolor Holdings, LLC

**Case No.:** 25-33487

**Total Claim Amount:** \$11,850

**Basis of Claim:** Professional services rendered (July–September 2025)

**Supporting Documents:**

1. Invoice #TC-37 – July 2025
2. Invoice #TC-38 – August 2025
3. Invoice #TC-39 – September 2025
4. Service Agreement dated 12/2021
5. Addendum to Service Agreement dated 10/2023



Flourish Savings Inc  
CA, 94114 US  
2261 Market Street #4466

# Invoice

Date	Invoice #
7/31/2025	TC-37

Bill To
Tricolor Holdings 6021 Connection Drive, Irving, TX 75039, USA

P.O. No.	Terms
	Due on receipt

Quantity	Description	Rate	Amount
1	Platform Monthly Fee - July'25	3,950.00	3,950.00T
	Out-of-state sale, exempt from sales tax	0.00%	0.00
SWIFT/ABA:CHFGUS44021/091311229 Account Number:202315822174 Account Name : Checking Account currency : USD Bank Name : Choice Financial Group (Mercury) Bank Address : Choice Financial Group, 4501 23rd Avenue S Fargo, ND 58104		<b>Total</b>	\$3,950.00
<b>Total Outstanding Balance</b>			\$7,900.00



Flourish Savings Inc  
CA, 94114 US  
2261 Market Street #4466

# Invoice

Date	Invoice #
8/31/2025	TC-38

Bill To
Tricolor Holdings 6021 Connection Drive, Irving, TX 75039, USA

P.O. No.	Terms
	Due on receipt

Quantity	Description	Rate	Amount
1	Platform Monthly Fee - August'25	3,950.00	3,950.00T
	Out-of-state sale, exempt from sales tax	0.00%	0.00
SWIFT/ABA:CHFGUS44021/091311229 Account Number:202315822174 Account Name : Checking Account currency : USD Bank Name : Choice Financial Group (Mercury) Bank Address : Choice Financial Group, 4501 23rd Avenue S Fargo, ND 58104		<b>Total</b>	\$3,950.00
<b>Total Outstanding Balance</b>			\$7,900.00



Flourish Savings Inc  
CA, 94114 US  
2261 Market Street #4466

# Invoice

Date	Invoice #
9/30/2025	TC-39

Bill To
Tricolor Holdings 6021 Connection Drive, Irving, TX 75039, USA

P.O. No.	Terms
	Due on receipt

Quantity	Description	Rate	Amount
1	Platform Monthly Fee - September'25	3,950.00	3,950.00T
	Out-of-state sale, exempt from sales tax	0.00%	0.00
SWIFT/ABA:CHFGUS44021/091311229 Account Number:202315822174 Account Name : Checking Account currency : USD Bank Name : Choice Financial Group (Mercury) Bank Address : Choice Financial Group, 4501 23rd Avenue S Fargo, ND 58104		<b>Total</b>	\$3,950.00
<b>Total Outstanding Balance</b>			\$11,850.00

## MASTER SERVICES AGREEMENT SAAS SERVICES ORDER FORM

<b>Customer:</b> Tricolor Holdings.							
<b>Address:</b> 6021 Connection Drive, 4th Floor Irving, TX 75039	<b>Contact &amp; Title:</b> Kartheek Veeravalli, CPO Daniel Chu, CEO <b>Phone:</b> 210.245.3686 <b>E-Mail:</b> <a href="mailto:kveeravalli@tricolor.com">kveeravalli@tricolor.com</a>						
<b>Services:</b> The Flourish engagement platform, includes front-end and back-end technology, a gamification framework, logic for rewarding specific financial and user visualization of savings progress. (the "Service(s)")							
<table style="width: 100%; border: none;"> <tr> <td style="text-align: center; width: 33%;"><b>Monthly</b></td> <td style="text-align: center; width: 33%;"><b>Service</b></td> <td style="text-align: center; width: 33%;"><b>Fees:</b></td> </tr> <tr> <td></td> <td></td> <td> <b>\$ 3,500 platform fee per month,</b> subject to the terms of Section 4 herein.         </td> </tr> </table>	<b>Monthly</b>	<b>Service</b>	<b>Fees:</b>			<b>\$ 3,500 platform fee per month,</b> subject to the terms of Section 4 herein.	<b>Initial Service Term:</b> 8 months  An initial term of eight (8) months from the Effective Date ("Initial Term"), after which the Agreement shall automatically renew for additional consecutive renewal terms of one (1) year each, unless either party notifies the other party by giving ninety (90) days' written notice to the other that it desires to terminate this Agreement at the end of the applicable term (collectively, the "Term").
<b>Monthly</b>	<b>Service</b>	<b>Fees:</b>					
		<b>\$ 3,500 platform fee per month,</b> subject to the terms of Section 4 herein.					
Your subscription shall include the Services selected below and is subject to the terms and conditions included in the SAAS Service Agreement.							
<b>Implementation Services:</b> Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein.							
<b>Investment for Platform Enhancement and Implementation:</b> \$17,000							
<b>Payment Schedule</b> -- Service Term to be paid by Customer as follows:							
<ul style="list-style-type: none"> <li>- \$7,000 within 30 days after delivery of the Technical Integration Specification plan.</li> <li>- remainder amount, \$10,000 is due once the Platform is integrated and meets the acceptance testing by Tricolor to go to the production environment.</li> </ul>							



### SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this 13 day of December, 2021 (the "Effective Date") between **Flourish Savings, Inc** with a place of business at 2261 Market Street #4466 San Francisco, CA 94114. ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

**Flourish Savings, Inc.:**

By: Pedro Felipe Moura

Name: Pedro Felipe Moura

Title: Chief Executive Officer

**Tricolor Holdings:**

By: Kartheek Veeravalli

Name: Kartheek Veeravalli

Title: Chief Product Officer

**Tricolor Holdings:**

By: \_\_\_\_\_

Name: Daniel Chu

Title: Chief Executive Officer

## TERMS AND CONDITIONS

TERMS	AND	CONDITIONS
<p><b>1. SAAS SERVICES AND SUPPORT</b></p> <p>1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.</p> <p>1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit C.</p> <p><b>2. RESTRICTIONS AND RESPONSIBILITIES</b></p> <p>2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.</p> <p>2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.</p> <p>2.3 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with</p>		
		<p>obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.</p> <p>2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.</p> <p><b>3. CONFIDENTIALITY; PROPRIETARY RIGHTS</b></p> <p>3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.</p> <p>3.2 Customer shall own all rights, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.</p>

any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

3.4 The Parties shall maintain physical, electronic and procedural safeguards in compliance with applicable laws to protect the nonpublic personal information received from the disclosing party, including, but not limited to, (i) the maintenance of appropriate safeguards to restrict access to nonpublic personal information received from the disclosing party to those employees, agents or service providers of the receiving party who need such information to carry out the purpose or purposes for which such nonpublic personal information was disclosed to the disclosing party, (ii) procedures and practices for the safe transmission or transportation of such nonpublic personal information (whether in its physical format, electronic or otherwise) however transmitted (whether by mail, overnight carrier, electronic transmission or otherwise), (iii) the maintenance of appropriate safeguards to prevent the unauthorized access of the nonpublic personal information, and (iv) procedures and practices for the safe disposal of nonpublic personal information (whether in its physical format, electronic or otherwise), however disposed, to protect against unauthorized access to or use of such information in connection with its disposal. In the event that Service Provider suspects, discovers or otherwise has any reason to believe that nonpublic personal information has been acquired by an unauthorized person or otherwise been the subject of an unauthorized disclosure, Service Provider shall immediately notify Customer, which in no event shall be later than two (2) business days.

#### 4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email).

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

#### 5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, and in each case unless provided otherwise in the Order Form, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customers will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

#### 6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem

#### **7. OVERSIGHT OF SECURITY COMPLIANCE**

Upon the Customer's written request, to confirm compliance with this Agreement, as well as any applicable laws and industry standards, Service Provider shall promptly and accurately complete a written information security questionnaire provided by Customer or a third party on the Customer's behalf regarding Service Provider's business practices and information technology environment in relation to all Personal Information being handled and/or services being provided by Service Provider to Customer pursuant to this Agreement. Service Provider shall fully cooperate with such inquiries. Customer shall treat the information provided by Service Provider in the security questionnaire as Service Provider's Confidential Information.

#### **8. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **9. MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may not transfer and assign any of its rights and obligations under this Agreement, except with Customer's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and the Customer otherwise agrees to reasonably cooperate with the Company to serve as a reference account upon request.

**EXHIBIT A**

**Additional Terms**

Should Tricolor seek to add additional scope items to the work, such additions will require their own SOW and agreed-upon financing.

Furthermore, Customer is solely responsible for: (i) Campaigns, Creatives and communications formats, (ii) setting target messages, (iii) sponsorship & fulfilment of prizes, and (iv) the base of Users that will use the Flourish technology.

For detailed Statement of Work see EXHIBIT D.

**Flourish Savings, Inc.:**

By: Pedro Felipe Moura

Name: Pedro Felipe Moura

Title: Chief Executive Officer

**Tricolor Holdings:**

By: Karthek Veeravalli

Name: Karthek Veeravalli

Title: Chief Product Officer

**Tricolor Holdings:**

By: \_\_\_\_\_

Name: Daniel Chu

Title: Chief Executive Officer

**EXHIBIT B**  
**Service Level Terms**

The Services shall be available 99.9%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify the Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

**EXHIBIT C**

**Support Terms**

Company will provide Technical Support to Customers via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm in Pacific Time (PT), with the exclusion of Federal Holidays ("**Support Hours**").

Customers may initiate a helpdesk ticket during Support Hours by calling (510) 473-6463 or any time by emailing [support@flourishfi.com](mailto:support@flourishfi.com).

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.



## EXHIBIT D

### Statement of Work

This Statement of Work is to outline and define project-specific activities, deliverables, expected timelines, and cost for the services Flourish aims to provide to Tricolor Holdings.

#### Project Background

Tricolor Holdings aims to launch a partnership with Flourish FI to leverage their Rewards Engine with the goal of increasing digital adoption, customer engagement and hence increased digital transaction volume for their customers (self-service via MyTricolor portal). Tricolor Holdings will license the Flourish platform to launch a rewards feature that includes tracking of portal logins, payments made through autopay/MyTricolor portal, and consecutive on-time payments. Tricolor Holdings is seeking to partner with Flourish to quickly bring such functionality to market, which will seek to drive digital engagement adoption and improved payment performance.

Flourish will work closely with leaders of Tricolor Holdings to add functionalities to the current offering related to incentivisation of portal engagement, digital payments, and automatic/on-time payments. This phase of the pilot will focus on launching a version of the product to improve digital adoption and payment performance from Tricolor's customers. Given success in this first phase, Tricolor Holdings and Flourish will work together to scale the scope of collaboration (financial literacy/education).

The vision for the gamification framework is for it to be embedded within the existing Tricolor experience. In the pilot, Flourish will provide its Software as a Service platform (combination of SDK/plugin with the gamified functionality) to run inside of the MyTricolor portal.

#### Functionalities (what is going to be implemented)

Customers will be rewarded with cashback or credit towards a future loan repayment (directly from Tricolor) for engaging with the portal and making on-line, on-time, and auto payments. Flourish will provide an engagement module which includes a gamification framework, logic for rewarding users for specific behaviors (portal logins) and financial transactions (digital payments).

#### Main initiatives to be included in the initial scope of work:

- (1) incentives for portal logins
- (2) incentives for on-line, on-time, and auto payments setup

#### Reward Events (Prize Economy)

**Main rewards/prizes to be distributed in the initial scope of work** (monthly budget of \$5K for prizes):

The final prize economy will be **defined in the first couple of weeks after the formal kick-off**. (based on our work with other clients, we would like to share our recommendations for the rewards event Tricolor hopes to implement)

- **Reward Event 1** - A login every 2 weeks **(10 points - pending)**
- **Reward Event 2** - Payment made through Auto Pay **(100 points - pending)**
- **Reward Event 3** - Payment made from My Tricolor portal **(75 points - pending)**
- **Reward Event 4** - 6 consecutive on-time payments with no agent interaction, for example, self web pay, auto pay, retail, etc. **(500 points - pending)**



- o KPI not tied to reward event 4

#### Open Questions:

- Determine what users can redeem with their accumulated rewards/points
- Determine how redeemed prizes will be distributed

#### Recommendations

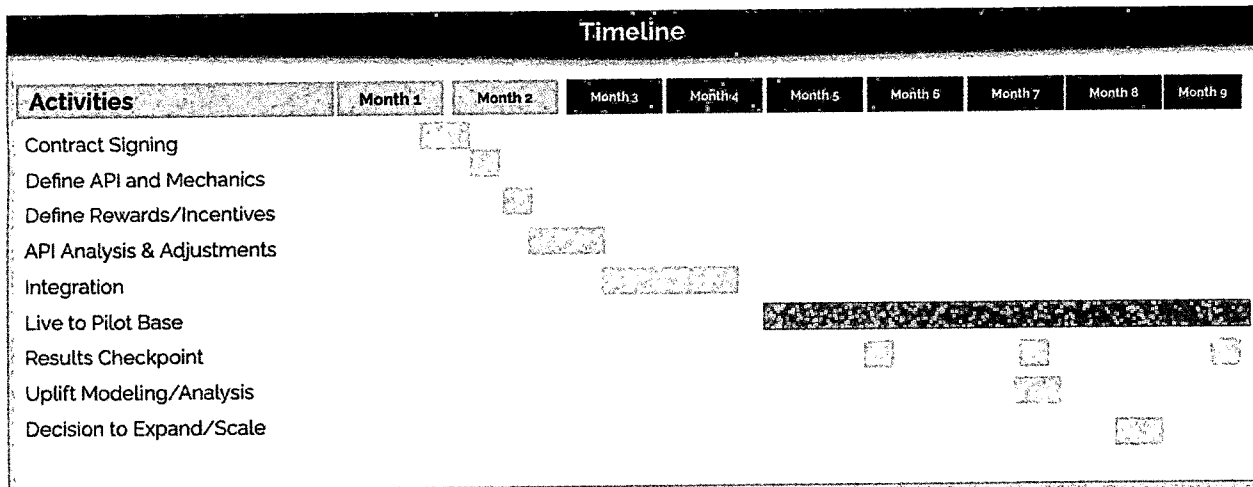
- Combine large prizes with smaller prizes to give to reach larger % of users (to get them excited)
- For brand awareness, rewards that are more tangible tend to garner more interest
- In general, cash deposits or gift cards are easiest to distribute

#### High-Level Timeline

### 6 month pilot (+2/3 months for setup/development)



Objective: Start development and integration in late December/early January and launch the pilot right at the beginning of February 2022.

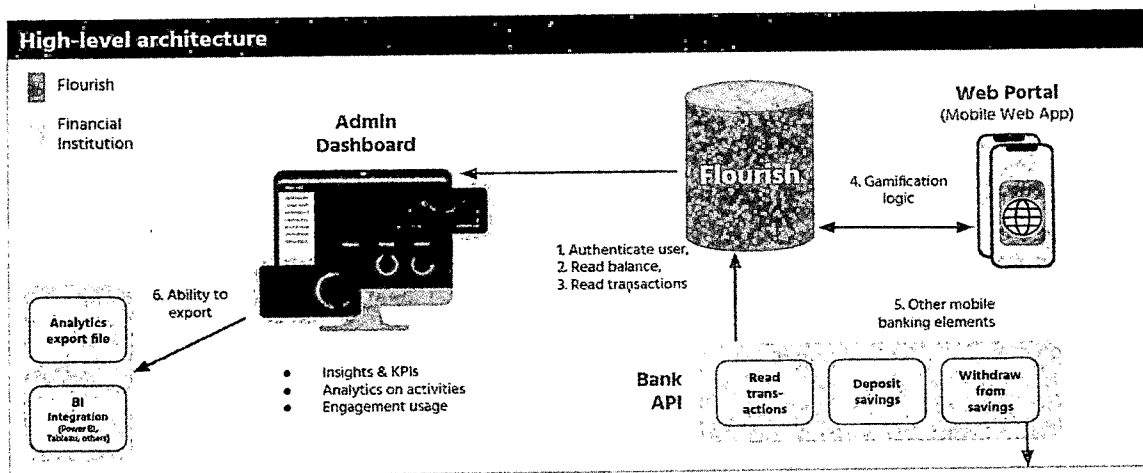


\*As a note, we updated the general timeframe to have a longer enablement phase. Implementation will begin in January with an official kick-off date of February 2022. There is an opportunity for an earlier (January 2022) launch given the updates to Tricolor's team structure/growth.



## A win for the customer and the bank

We integrate the mobile app and the Flourish behavior engine stack.



	Phase 1: Kick-Off & Technical Definition	Development & Adaptation	
Activities	Signed Contract - PENDING  Phase 1 Kick-off & squad formation  <b>Stakeholder engagement</b> (IT, product, marketing, etc..)  Deployment alignment  User specifications from working team	Final adjustment on language & branding  Design and wireframe approval  Adjustment on Front-end flows & SDK updates	Stakeholder review & approval  Front-end development & adaptation  Acceptance testing & pre-launch
Milestones/ Desired Outcome	<b>Updates to Technology stack &amp; architecture</b> , including updates to documentation  Incremental deployment plan	<b>Approved user experience wireframe</b>  <b>Approved Reward Economy</b>  Compliance review & sign off  Align web-portal release timeline	<b>Release to staging environment</b>  Final validation & adjustment
Time	2-3 weeks	2-3 weeks	4-7 weeks*

## Product Flow and High-Level Integration

## API access and information needed to run the Rewards & Gamification module.

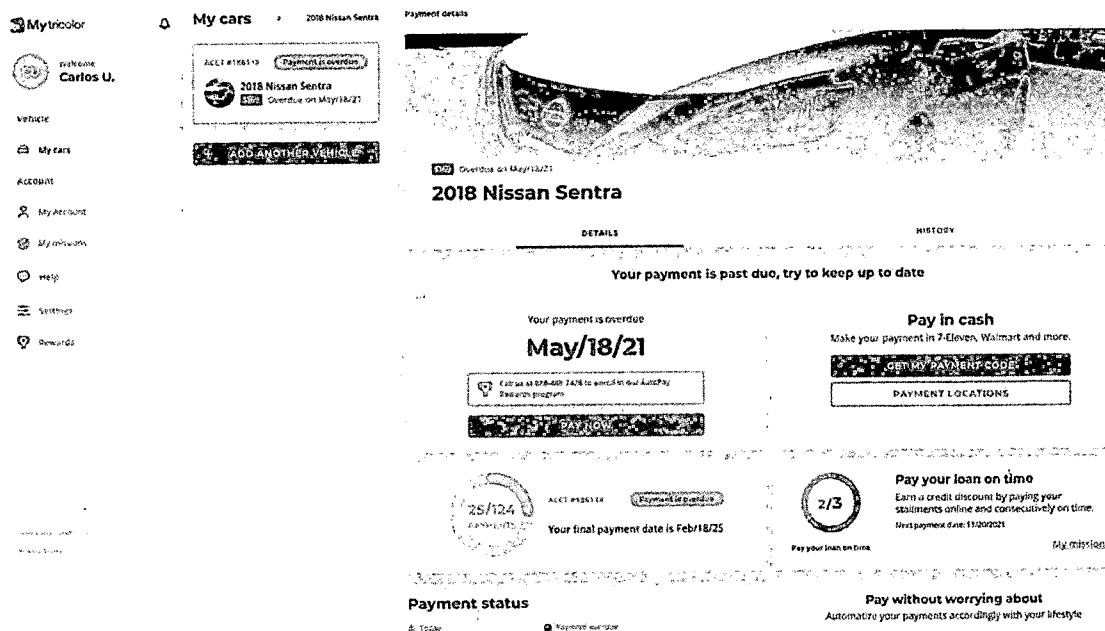
Systems	API Interaction	Description	Information needed	Security considerations
Flourish back-end & Bank API	1. Register user for gamification	<ul style="list-style-type: none"> <li>Bank system to register user record in Flourish system via an API POST request</li> </ul>	<ul style="list-style-type: none"> <li>Information sent to Flourish: <b>Unique User Identifier, User First Name</b>. Accounts held in Bank identified by <b>description</b> and an <b>account id</b></li> <li>Response from Flourish: <b>user authentication token</b> which should be sent in all future requests that require authentication</li> </ul>	<ul style="list-style-type: none"> <li>All data encrypted in transit. Unique token to enable Flourish SDK/Webview</li> <li>Authenticating all requests reduces risk</li> </ul>
	2. User authentication	<ul style="list-style-type: none"> <li>All requests from Bank system to Flourish will require authentication</li> </ul>	<ul style="list-style-type: none"> <li>Information sent to Flourish: <b>partner token</b> (identifying bank), <b>user authentication token</b>, and <b>unique user identifier</b></li> </ul>	
	3. Read "trigger info"	<ul style="list-style-type: none"> <li>Knowing a user performed a payment</li> <li>API GET requests to Bank system - webhooks for updates</li> </ul>	<ul style="list-style-type: none"> <li>Read-only API access for user transaction per account. <b>(Bank)</b></li> </ul>	
	4. Read transactions	<ul style="list-style-type: none"> <li>Knowing a User transactions is required to power the wheel experience</li> <li>API GET requests to Bank system - webhooks for updates</li> </ul>	<ul style="list-style-type: none"> <li>Read-only API access for transactions per account, including, amount, date and type and status <b>(Bank)</b></li> <li>Ideally webhooks with account updates, but we could fetch once a day through an API call.</li> </ul>	

NOTE: requirements are subject to change based on business scope, available APIs and conversation about authentication strategy.

The diagram highlights the need for Tricolor Holdings to provide access to Flourish for the purposes of customer authentication, tracking customer behavior, and payment information.

It also highlights the need for the MyTricolor portal to provide a unique customer reference to the Flourish application in order for Flourish systems to be able to uniquely identify customers and request their data from Tricolor in order to populate the web view accordingly.

## User Journey/Flow



## Additional Terms

Should Tricolor Holdings seek to add additional scope items to the work, such additions will require their own SOW and agreed-upon financing.

	Stakeholders
1.	<p><b>Flourish Fi</b> will provide and operate the SDK responsible for enabling the gamification functionality within the MyTricolor portal. Flourish will get APIs access from Tricolor Holdings in order to access and consume the data required to power the gamification experience for the customer.</p> <p>Flourish will also provide an escalation channel for technical support post launch.</p>
2.	<p><b>Tricolor Holdings</b> will be responsible for providing the necessary APIs to Flourish in order to power the gamification platform with the appropriate data. Tricolor will provide the necessary integrations and data to power the suite of transactions it enables. Tricolor will operate and market the portal and its gamification offer.</p> <p>Tricolor will provide level one support to users of the portal and its gamification functionality.</p>

## About Flourish

Flourish is a Berkeley-CA financial technology company with a mission to empower people to build positive money habits. Flourish licenses its turnkey engagement and financial wellness platform to financial institutions in the Americas. The team at Flourish enables banks, credit unions and other institutions to drive deposit growth, client loyalty and higher customer satisfaction by transforming how people interact with their money. Learn more at [www.flourishfi.com](http://www.flourishfi.com)

## ADDENDUM TO THE MASTER SERVICES AGREEMENT SAAS SERVICES ORDER FORM

The following is an addendum to the original agreement between Flourish Savings, Inc with a place of business at 2261 Market Street #4466 San Francisco, CA 94114. ("Company"), and Tricolor Holdings, with a place of business at 6021 Connection Drive, 4th Floor Irving, TX 75039 ("Customer") dated the 13th day of December, 2021. The parties agree that the addendum is expressly described and incorporated into the original agreement.

### BACKGROUND AND PURPOSE

The parties mentioned in the first clause, have signed on December 13, 2021, an "Agreement of SAAS SERVICES", which is in full execution on the date of the signing of this addendum.

### RATIFICATION OF CLAUSES

The PARTIES declare and acknowledge that all other clauses and conditions of the "SAAS SERVICES AGREEMENT Contract" dated 15th of December of 2021, subscribed between the parties detailed in the first clause and with this document, remain in force, are applicable and have corresponding legal effects.

**DATE of updates:** October 9th, 2023

## MASTER SERVICES AGREEMENT SAAS SERVICES ORDER FORM

<b>Customer:</b> Tricolor Holdings	<b>Contact:</b> Eduardo Perez; Daniel Chu
<b>Address:</b> 6021 Connection Drive, 4th Floor Irving, TX 75039	<b>Title:</b> Chief Customer Officer; CEO
	<b>E-Mail:</b> <a href="mailto:eduardo.perez@tricolor.com">eduardo.perez@tricolor.com</a> ; <a href="mailto:dchu@tricolor.com">dchu@tricolor.com</a>
<b>Services:</b> The Flourish engagement and financial wellness platform, includes front-end and back-end technology, a gamification framework, logic for rewarding specific financial behavior and user visualization. (the "Service(s)")	
<b>Monthly Service Fee:</b> \$3,950 platform fee per month, subject to the terms of Section 4 in the SAAS SERVICES AGREEMENT Contract	<b>Service Term:</b> 12 months  A term of twelve (12) months from the effective date ("Term"), after which the Agreement shall automatically renew for additional consecutive renewal terms of one (1) year each, unless either party notifies the other party by giving ninety (90) days' written notice to the other that it desires to terminate this Agreement at the end of the applicable term (collectively, the "Term").

### STATEMENT OF WORK -- NEW FEATURE

This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

#### Flourish Savings, Inc. (Flourish Fi):

By: Pedro Felipe Moura

Name: Pedro Felipe Moura

Title: Chief Executive Officer

#### Tricolor Holdings:

By: Eduardo Perez

Name: Eduardo Perez

Title: Chief Customer Officer

#### Tricolor Holdings:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### EXHIBIT 1: New Functionalities

#### Statement of Work

This Statement of Work is the expansion of Tricolor's adoption of the Flourish platform, including the functionalities that will be launched as described below.

#### Project Background

Tricolor Holdings is in partnership with Flourish Fi to leverage their Rewards Engine with the goal of increasing digital adoption, and customer engagement and hence increasing digital transaction volume for their customers (self-service via MyTricolor portal). Tricolor Holdings licenses the Flourish platform to provide a rewards feature to its customers that includes tracking of portal logins, payments made through autopay/MyTricolor portal, and consecutive on-time payments. Tricolor Holdings currently partners with Flourish to quickly bring such functionality to market, which drives digital engagement adoption and improved payment performance.

Flourish will work closely with leaders of Tricolor Holdings to add functionalities to the current product license related to auto-payment adoption and retention. This phase of the project will focus on leveraging the Flourish FI platform to expand incentives that drive borrower behavior to increase the % of auto-payment adoption of new users and increase 6-month retention rate of auto-payment usage.

#### Functionalities

**Main functionalities to be added:**

(1) Utilizing the Flourish generic streak feature, an auto-payment streak will incentivize users to adopt auto-loan payment prior to the first payment and retain the use of auto-payment for 6 months

**Reward Events (Prize Economy)**

**Rewards/prizes to be added in relationship to new functionality:**

(1) The user who accomplishes the streak will receive the equivalent of half of their installment payment.

**Work Description:**

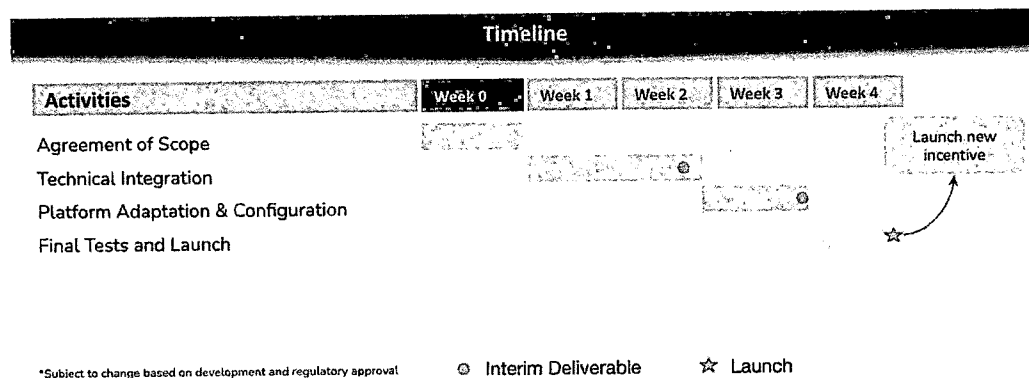
**Flourish will be responsible for the following activities:**

- Provide integration support to Tricolor
- Develop platform adaptations to support auto-payment streak through the Flourish generic streak feature
- Configure feature in the platform

**Tricolor will be responsible for the following activities:**

- Integrate with the Generic Event API
  - Tricolor will send the Client ID and borrower streak qualification status each month
- Update SDK integration
  - Tricolor will need to inform Flourish of what borrowers qualify to see the auto-payment streak

**Milestones and Timeline**



**Additional Terms**

Should Tricolor seek to add additional scope items to the work, such additions will require their own Statement of Work (SOW) and agreed-upon financing.

Furthermore, the Customer is solely responsible for: (i) Campaigns, Creatives and communications formats, (ii) setting target messages, (iii) sponsorship & fulfillment of prizes, and (iv) the base of Users that will use the Flourish technology.

**Flourish Savings, Inc.:**

By: Pedro Felipe Moura

Name: Pedro Felipe Moura

Title: Chief Executive Officer

**Tricolor Holdings:**

By: Eduardo Perez

Name: Eduardo Perez

Title: Chief Customer Officer

**Tricolor Holdings:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_