

Fold Bitcoin Credit Card Rewards Program Terms

These Fold Bitcoin Credit Card™ Rewards Program Terms and Conditions (the “**Rewards Program Terms**”) govern the Fold Bitcoin Credit Card™ Rewards Program (the “**Rewards Program**”) associated with the Fold Bitcoin Credit Card™ (the “**Card**”) issued by Celtic Bank, a Utah-chartered bank headquartered in Salt Lake City, Utah (“**Bank**”). “Fold,” “we,” “us,” and “our” mean Fold, Inc., together with its parent companies, subsidiaries, and other affiliated entities. “You,” “your,” and “yours” mean each individual who participates in the Rewards Program. “Bitcoin” means the decentralized, peer-to-peer digital currency native to the Bitcoin network and is the sole form of Rewards under the Rewards Program.

Fold services the Card and administers the Rewards Program. Fold is solely responsible for all aspects of the Rewards Program, including determining (in its discretion) whether you earn bitcoin-denominated rewards (“**Rewards**”) on a given transaction, the amount of any Rewards, and when Rewards are credited to you. Participation in the Rewards Program requires that you agree to these Rewards Program Terms, the Fold [Terms and Conditions](#) (the “**Fold Terms**”), and Fold’s [Privacy Policy](#) (together the “**Incorporated Terms**” as the same may be updated by Fold from time to time).

The Fold Bitcoin Credit Card may only be used for purchases and transactions in U.S. dollars (“**USD**”). Your ability to obtain and use the Fold Bitcoin Credit Card is subject to credit approval, account opening, and ongoing compliance with the Credit Cardholder Agreement. Celtic Bank retains discretion to determine your credit limit, annual percentage rate, applicable fees, and repayment terms, all of which will be disclosed in the Credit Cardholder Agreement and related Truth in Lending disclosures.

Earning Rewards; Qualifying Purchase Transactions

Rewards accrue under these Rewards Program Terms. Rewards are a program benefit and are not bitcoin, cash, or any other digital asset and have no monetary value until redeemed. Any redemption or conversion of Rewards may be subject to network, conversion, or processing fees determined by Fold in its sole discretion, and Fold may deduct those fees from the Rewards. You may earn Rewards only on “**Qualifying Purchase Transactions**,” meaning the U.S.-dollar amount of eligible goods or services purchased with your Card, including applicable sales tax, as determined by Fold. Qualifying Purchase Transactions may exclude, at Fold’s discretion: (i) ATM withdrawals; (ii) Card Account fees; (iii) interest charges; (iv) purchases of, or reloads for, gift cards, prepaid debit cards, traveler’s checks, precious metals, casino chips, cryptocurrency, lottery tickets, or other cash equivalents; (v) balance transfers; (vi) credit card convenience checks; (vii) reloading of prepaid cards or other cash equivalents; (viii) illegal, fraudulent, or unauthorized transactions, or other prohibited uses under the Cardholder Agreement; (ix) credits, refunds, chargebacks, returned merchandise, or other account adjustments; (x) gaming-related transactions; (xi) Rewards Charges or any other payment toward your Card balance; and (xii) any transaction made while your Card Account is not in Good Standing. Fold has sole discretion to decide whether a transaction qualifies and may add, remove, or modify exclusions at any time.

For each Qualifying Purchase Transaction, Fold determines the Rewards earned by applying the Rewards percentage and methodology in effect when the transaction posts, and then credits Rewards to your Rewards balance. Fold may delay, withhold, reduce, reverse, or otherwise adjust Rewards in connection with returns, chargebacks, suspected fraud, error, or a violation of these Rewards Program Terms, the Fold Terms, or the Cardholder Agreement. Rewards that are pending are not available for redemption, do not earn interest or any other return, and may not be transferred or assigned. You can view pending and posted Rewards, and any completed conversions to bitcoin, through your Fold Account. Fold’s records are conclusive regarding the accrual, balance, redemption, and conversion of Rewards, and Fold may correct clerical, processing, or computational errors without prior notice.

How Rewards Are Calculated; Redemption into Bitcoin

Rewards may vary by merchant category, promotional offer, spending cap, or other limits established by Fold. Fold may also offer time-limited or merchant-specific promotions that provide additional Rewards. Fold may change offers, categories, spending caps, limits, and calculation methods at any time in its sole discretion, subject to applicable law.

For each Qualifying Purchase Transaction, Fold generally calculates Rewards by multiplying the final posted U.S.-dollar amount (including sales tax and net of credits or adjustments) by the applicable Rewards percentage, rounding the result up to the nearest cent (and never less than one cent), and then converting that U.S.-dollar amount into a bitcoin-denominated Reward using the exchange rate at the time of the transaction, as described in “Base Rewards Rate” below. Rewards do not have cash value, do not earn interest or dividends, and represent only a personal, contractual right to receive the bitcoin amount so credited once the Reward is Finalized. When you withdraw Finalized Rewards, Fold delivers that bitcoin less any applicable blockchain-network fees. You bear all price-volatility risk from the time a Reward is denominated in bitcoin.

Base Rewards Rate

All Qualifying Purchase Transactions earn a flat base reward rate of 1.5% in bitcoin (the “**Base Rewards Rate**”). There is no cap on Base Rewards and your purchases remain subject to your credit limit under the Cardholder Agreement. The Base Rewards Rate applies to all Qualifying Purchase Transactions regardless of whether you hold a Reserve Balance, including when you hold no Reserve Balance. A Reserve Balance may add a Reserve Boost above the Base Rewards Rate, as described in “Reserve Boost” below. For each Qualifying Purchase Transaction, Fold calculates the reward amount in U.S. dollars at the time of authorization and converts it to bitcoin using the exchange rate at the time of authorization. The resulting bitcoin reward amount is credited to your Rewards Account as a pending reward upon authorization. Upon settlement of the transaction, the reward is marked as settled and enters the withdrawal lock period described in the “Reward States and Withdrawal Availability” section below. If the transaction fails, is reversed, or is not settled, the pending reward is cancelled.

Reserve Boost

You may earn Rewards above the Base Rewards Rate (the “**Reserve Boost**”) based on your Reserve Balance. Fold Reserve, the Fold Reserve tier table, and the way your Reserve Balance sets your rate are described in the Fold Terms, and this section restates the credit card portion of that table for your convenience. Your total credit card reward rate is the Base Rewards Rate plus the Reserve Boost for your Fold Reserve tier. The Reserve Boost applies to the first Five Thousand Dollars USD (\$5,000) of Qualifying Purchase Transactions each calendar month. Qualifying Purchase Transactions above that amount each calendar month earn the Base Rewards Rate only. One \$5,000 monthly boost cap applies to card boosts across the Fold Bitcoin Credit Card and the Fold Prepaid Debit Card, so any boost earned on the Fold Prepaid Debit Card during a calendar month reduces the boost available on the Card for the remainder of that month. This cap is separate from the monthly cap that applies to ACH bill pay Rewards, and it resets on the first day of each calendar month. The Base Rewards Rate remains uncapped. Your Fold Reserve tier, and therefore your Reserve Boost, is determined by your Reserve Balance at the time of each Qualifying Purchase Transaction, as defined and described in the Fold Terms. The credit card rates by tier are:

Reserve Balance	Base Rewards Rate	Reserve Boost	Total credit card rate
Less than \$15,000	1.50%	+0.00%	1.50%
\$15,000	1.50%	+0.25%	1.75%
\$25,000	1.50%	+0.50%	2.00%
\$50,000	1.50%	+1.50%	3.00%
\$75,000	1.50%	+2.50%	4.00%
\$100,000	1.50%	+3.50%	5.00%

A tier applies when your Reserve Balance (or, where applicable, your Committed Balance) is at least the amount shown and below the next amount shown. A Reserve Balance of \$5,000 does not change your credit card rate, but it does determine other Fold Reserve benefits described in the Fold Terms. Fold may modify these thresholds and rates as provided in the Fold Terms and, subject to applicable law, on notice through the Fold App or these Rewards Program Terms.

Your full reward, the Base Rewards Rate plus any Reserve Boost, is credited in bitcoin per Qualifying Purchase Transaction at the rate in effect for your tier at the time of the transaction, and then follows the states in “Reward States and Withdrawal Availability” below. The bitcoin value of a Reward is determined using the applicable exchange rate at the time of the transaction in Fold’s discretion.

Your app dashboard may display an estimated or projected reward rate or amount based on your Fold Reserve tier and activity to date. Any such display is an estimate only and is not a guarantee of a rate, Reserve Boost, or reward amount. You must maintain your Fold Program Accounts in Good Standing and satisfy applicable identity-verification requirements, and Fold may delay, withhold, reduce, or reverse Rewards as necessary to comply with law or Fold policies or as otherwise provided in these Rewards Program Terms.

Reward States and Withdrawal Availability

Fold Bitcoin Credit Card rewards progress through the following states: (a) Pending: Calculated at the time of each Qualifying Purchase Transaction, visible in your transaction and rewards history, not withdrawable; (b) Locked: The underlying transaction has settled, but the reward is subject to a thirty (30) day withdrawal lock period to allow for disputes, chargebacks,

or merchant credits; (c) Finalized: The withdrawal lock period has expired and the reward is available for withdrawal; (d) Cancelled: The underlying transaction was reversed, refunded, or disputed, and the associated reward has been cancelled or clawed back. Cancelled and clawed-back rewards remain visible in your rewards history for transparency. You may withdraw Finalized rewards in accordance with the redemption and withdrawal procedures set forth in the Rewards Program section of the Fold Terms.

Clawbacks, Adjustments, and Negative Balances

If a Qualifying Purchase Transaction is returned, reversed, disputed, or charged back, the associated reward is cancelled (if still in Pending status) or clawed back from your Rewards Account (if in Locked or Finalized status). Clawbacks are deducted directly from your current rewards balance; if your rewards balance is insufficient to cover a clawback (including if your balance is zero), your rewards balance may go negative, and any negative balance will be offset by future earned rewards until the balance is restored to zero or above. In addition, if your tier was set by a Committed Balance that includes an unfunded Funding Target and that Funding Target is canceled, fails, or is returned before it is fully funded, any Rewards earned at the higher tier are repriced to the tier your funded Reserve Balance supports and the difference is reversed, as described in the Fold Terms. All reward adjustments, cancellations, and clawbacks are recorded as balance changes in your rewards ledger. Rewards may be reduced, forfeited, adjusted, or clawed back if your Fold Bitcoin Credit Card account is not in Good Standing or if transactions are returned, reversed, or otherwise invalidated. Rewards do not reduce your obligation to make the minimum monthly payment required under your Credit Cardholder Agreement. Fold Bitcoin Credit Card Rewards are determined by your Fold Reserve tier as described in these Rewards Program Terms and the Fold Terms. Rewards are not subject to any membership or subscription tier.

Gift Card Transactions

Unless Fold excludes gift card purchases from Qualifying Purchase Transactions, which Fold may do in its discretion, Fold Bitcoin Credit Card purchases of Gift Cards through the Fold App earn either the advertised merchant gift card reward rate or the Base Rewards Rate, whichever applies, but not both. Rewards will not be applied on a cumulative or “double-dip” basis for Gift Card purchases. Fold Reserve member gift-card rates are available on Fold’s website.

When Rewards Are Credited; Posting Date; Delays

A Reward is displayed as Pending when a Qualifying Purchase Transaction is authorized, but is earned only when the transaction posts to your Card Account (the “**Posting Date**”). Transactions that are authorized but do not post do not earn Rewards, and the Pending Reward is cancelled. Fold calculates Rewards using the final settled amount of the transaction, including sales tax and net of credits and adjustments, and the Reward becomes Locked on the Posting Date and Finalized after the thirty (30) day lock period described in “Reward States and Withdrawal Availability.” Where the posted amount differs from the amount initially authorized (including, for example, certain transactions at gas stations, hotels, or car-rental agencies), Rewards are based on the final posted amount.

The crediting of Rewards, and the transfer of bitcoin when you convert Rewards to bitcoin, may be delayed for reasons described in the Fold Terms, including scheduled maintenance, unscheduled downtime, congestion, systems issues, mechanical or electronic malfunction, processing errors, or other circumstances that prevent timely processing. Fold may impose minimum thresholds for withdrawals or conversions from time to time in its sole discretion and as stated in the Fold Terms. Once the issue causing a delay is resolved, Fold will complete the credit or transfer within a reasonable period.

Eligibility and Enrollment

To participate, you must maintain an active Fold account (your “**Fold Account**”) established under the Fold Terms and an active Card account (your “**Card Account**”) established under the Cardholder Agreement. Your Fold Account and Card Account are collectively your “Fold Program Accounts.” Before you may withdraw Rewards or otherwise transact in your Fold Program Accounts, you must satisfy all identity-verification requirements described in the Fold Terms. If the Bank approves your application for the Card, your Card Account is automatically enrolled in the Rewards Program. Enrollment continues only while your Fold Program Accounts remain in “Good Standing.” For purposes of these Rewards Program Terms, “Good Standing” means: (i) your Card Account and your right to use the Card have not been suspended, revoked, closed, canceled, or terminated, and your Card Account is not otherwise in default, in each case as described in the Cardholder Agreement; and (ii) your Fold Account has not been closed, suspended, or terminated, as described in the Fold Terms.

If either of your Fold Program Accounts is not in Good Standing, Fold may suspend Card transactions, close one or both Fold Program Accounts, and you will be ineligible to earn or receive Rewards; any redemption of Rewards (if permitted) will be governed by the Fold Terms. If any of your Fold Program Accounts is closed by you, by Fold, by Stripe, or by the Bank, you

will forfeit any Rewards that have not been credited and you will no longer be eligible to participate in the Rewards Program.

Non-Transferability; Inactivity; Forfeiture; Compliance and Taxes

Rewards are personal to the Cardholder, are not property, and may not be sold, assigned, pledged, or transferred. Rewards that remain unredeemed for twelve (12) consecutive months of account inactivity, or that remain outstanding when your Fold Program Accounts are closed or the Rewards Program terminates, are forfeitable. Fold will provide notice consistent with applicable law before Rewards are modified, cancelled, closed, or terminated. You are responsible for any federal, state, or local tax consequences arising from earning, receiving, converting, or using Rewards. We may need to collect certain identifying information from you in order to fulfill our tax reporting obligations, and in the event you are unable or unwilling to provide such information, you may forfeit your Rewards. Fold may deduct on-chain network fees from bitcoin delivered when Rewards are converted to bitcoin, may delay or decline any conversion or transfer when necessary to comply with law, regulation, court order, sanctions, or Fold's BSA/AML or other compliance policies, and may impose program-wide or account-specific earning caps or limits at any time. Fold's determinations regarding eligibility, Rewards calculations, posting, adjustments, charges, corrections, balances, and compliance matters are final and binding, subject to applicable law.

Adjustments, Rewards Charges, and Corrections

If a posted Qualifying Purchase Transaction is later reduced, reversed, refunded, returned, or disputed, Fold may deduct the related Rewards from future Rewards accruals (a "**Rewards Adjustment**"). If the posted amount exceeds the initial authorization, Fold may credit incremental Rewards corresponding to the difference (a "**Positive Rewards Adjustment**"). If a Rewards Adjustment remains outstanding for thirty (30) days, or if a Rewards Adjustment exists at the time your Card Account is closed, Fold may cause the outstanding amount to be debited to your Card Account (a "**Rewards Charge**"), which will appear on your Card statement and will be due with your next minimum payment. If Fold credits Rewards in excess of what you are entitled to receive for any reason, Fold may reverse or recover the excess through an offset, a charge to your Card Account (a "**Rewards Correction**"), or other lawful means. Rewards Adjustments, Positive Rewards Adjustments, Rewards Charges, and Rewards Corrections may apply and remain enforceable after your Fold Program Accounts are closed.

Suspension, Termination, and Misuse

"Misuse" of the Rewards Program includes fraudulent or suspicious activity, abusive or gaming behavior, or any violation of the Cardholder Agreement, these Rewards Program Terms, or the Fold Terms. If Fold or the Bank determines (in their reasonable discretion) that misuse occurred, they may forfeit some or all Rewards, suspend or terminate your ability to earn or redeem Rewards, and/or suspend, terminate, or close one or both of your Fold Program Accounts. If your Fold Program Accounts remain in Good Standing but Rewards privileges are suspended or terminated, Fold may provide notice through the Fold application or another reasonable channel. In other situations, Fold or the Bank may provide notice (and, if permitted by law, a reason) but are not required to do so.

Your Fold Account, and any bitcoin credited to it, remains subject at all times to the Fold Terms, and your participation in the Rewards Program ends automatically when either of your Fold Program Accounts is closed. Transactions made with a lost, canceled, stolen, or fraudulent Card do not qualify for Rewards. If Rewards are credited on such a transaction, Fold may treat the credited amount as a Rewards Adjustment, Rewards Charge, or Rewards Correction.

Rewards may also be unavailable or forfeited for transactions occurring after: (i) you file for bankruptcy; (ii) you or Fold closes either Fold Program Account; (iii) you fail to comply with the Cardholder Agreement, these Rewards Program Terms, or the Fold Terms; (iv) Fold believes you engaged in fraud relating to your Fold Program Accounts or the Rewards Program; or (v) you are otherwise disqualified under these Rewards Program Terms. Fold may also choose not to award Rewards during any period in which your Card Account is delinquent or otherwise not in Good Standing, unless Fold decides otherwise in its sole discretion.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER FOLD NOR OUR AFFILIATES, NOR OUR OR THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, CONTENT PROVIDERS, PAYMENT CARD NETWORKS, OR PAYMENT PROCESSORS, NOR THE BANK, WILL BE LIABLE (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY) FOR: (I) LOST PROFITS, LOST DATA, OR THE COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES; (II) BUGS, VIRUSES, TROJAN HORSES, OR SIMILAR HARMFUL CODE, REGARDLESS OF SOURCE; OR (III) ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE VALUE OF THE REWARDS YOU CLAIM WERE LOST AND

THAT WERE IN FOLD'S CUSTODY AT THE TIME OF THE ALLEGED LOSS. YOU ALSO AGREE THAT FOLD AND THE OTHER PARTIES IDENTIFIED ABOVE WILL NOT BE LIABLE FOR REASONABLE DELAYS OR SERVICE INTERRUPTIONS AFFECTING THE CREDITING, TRANSFER, OR CONVERSION OF REWARDS, INCLUDING DELAYS CAUSED BY AUTOMATED OR OTHER COMPLIANCE REVIEWS, OR OTHER INTERRUPTIONS OUTSIDE FOLD'S OR ITS SERVICE PROVIDERS' CONTROL. FOR PURPOSES OF THIS PARAGRAPH, A "REASONABLE" INTERRUPTION INCLUDES ANY DELAY OR INTERRUPTION SHORTER THAN ONE WEEK.

No Warranties

THE REWARDS PROGRAM, REWARDS, AND ALL RELATED CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, ALL OF WHICH ARE DISCLAIMED. WITHOUT LIMITING THE FOREGOING, FOLD AND THE OTHER PARTIES IDENTIFIED ABOVE DO NOT WARRANT THAT THE REWARDS PROGRAM OR CONTENT WILL BE TIMELY, ACCURATE, COMPLETE, RELIABLE, SECURE, OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT DEFECTS WILL BE CORRECTED, THAT CONTENT WILL BE FREE OF HARMFUL COMPONENTS, OR THAT PARTICIPATION WILL MEET YOUR REQUIREMENTS. YOU PARTICIPATE AT YOUR OWN RISK.

Monitoring; Reporting Problems

You are responsible for reviewing your Rewards balance, Card Account activity, and billing statements regularly. If you believe Rewards were not credited, were miscalculated, or otherwise reflect an error, you must notify Fold within sixty (60) days after the date of the first billing statement on which the alleged error appears. After that period, the Rewards reflected on that statement will be considered accurate, though Fold may still apply a Rewards Adjustment, Rewards Charge, or Rewards Correction as permitted by these Rewards Program Terms. To report a potential Rewards error, you may call Fold at 1-866-365-3277 or write to Fold, Inc., 2942 North 24th Street, Suite 115, #42035, Phoenix, Arizona 85016. Fold may request documentation (including receipts or invoices) to investigate. If your records differ from Fold's or the Bank's records, Fold's and the Bank's records will control. Subject to applicable law, your sole remedy for an eligible Rewards crediting error is the crediting of the correct amount of Rewards, valued at bitcoin's market price at the time the correction is issued, or a substantially similar benefit determined by Fold in its discretion. Neither Fold nor the Bank (nor their affiliates) will have any additional liability to you for such errors.

Miscellaneous

These Rewards Program Terms, together with the Incorporated Terms, constitute the complete and exclusive agreement between you and Fold regarding the Rewards Program and supersede all prior or contemporaneous descriptions, communications, or understandings relating to the Rewards Program. Fold administers the Rewards Program in its sole discretion and may modify, limit, suspend, discontinue, or terminate any aspect of the Rewards Program or these Rewards Program Terms at any time and for any reason, with or without notice, to the extent permitted by applicable law. Unless applicable law requires otherwise, any changes are effective when posted at www.foldapp.com, and your continued use of your Card or any account maintained with Fold after the effective date constitutes acceptance, with no individualized notice required except as mandated by law. Fold may terminate the Rewards Program at any time, for any reason, with or without notice, and the Rewards Program will automatically terminate, without notice, if Fold permanently ceases operations.

Any controversy, dispute, or claim arising out of or relating to these Rewards Program Terms or the Rewards Program will be resolved exclusively in accordance with the Arbitration Clause set forth in Schedule A to the Cardholder Agreement, which is incorporated into these Rewards Program Terms by reference. You are responsible for reviewing updates. If you have questions regarding Rewards or the Rewards Program, you may call 1-866-365-3277 or write to Fold, Inc., 2942 North 24th Street, Suite 115, #42035, Phoenix, Arizona 85016.

You acknowledge and agree that Fold may collect, use, and disclose your personal information in accordance with Fold's Privacy Policy, which is incorporated into these Rewards Program Terms by reference. The Fold Terms and the Cardholder Agreement are separate agreements from these Rewards Program Terms. These Rewards Program Terms govern all matters relating to the Fold Bitcoin Credit Card Rewards Program. In the event of a direct conflict between these Rewards Program Terms and the Fold Terms and Conditions, these Rewards Program Terms control with respect to any matter relating to the Rewards Program associated with the Fold Bitcoin Credit Card, unless the Fold Terms expressly state that they supersede these Rewards Program Terms for a specific matter. The Fold Terms and Conditions control over these Rewards Program Terms as to

the Fold Reserve tier table and the Fold Reserve program mechanic. The Cardholder Agreement controls over both these Rewards Program Terms and the Fold Terms with respect to all credit account matters.

Fold's decision not to enforce a right or to delay enforcement does not waive that right. Any waiver must be explicit, and a waiver on one occasion does not operate as a waiver on any other occasion. You agree to defend, indemnify, and hold harmless Fold, its affiliates, the Bank, and each of their respective directors, officers, employees, contractors, agents, service providers, and suppliers from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your participation in the Rewards Program; (b) any misuse of, or fraudulent activity involving, the Rewards Program; (c) your violation of these Rewards Program Terms; (d) your infringement or alleged infringement of any intellectual property or other proprietary rights; or (e) your violation of applicable law or the rights of any third party. Fold may, at its option, assume exclusive control of the defense and settlement of any matter subject to indemnification, in which case you agree to reasonably cooperate with such defense at your expense.

If you are a California resident, you expressly waive California Civil Code Section 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."