

B4B Payments Payout Prepaid Visa® Cardholder Agreement

Please read this B4B Payments Payout Prepaid Visa Cardholder Agreement (“Agreement”) carefully and retain it for your future reference. The terms and conditions in this Agreement govern your use of the reloadable prepaid Visa® disbursement card (“Card”) issued by Metropolitan Commercial Bank (“Bank”) pursuant to a license from Visa U.S.A. Inc. B4B Payments is the prepaid card program manager (the “Program Manager”) responsible for servicing the Card.

In this Agreement, the terms “we”, “us”, or “our” mean Bank, as well as any of its affiliates, successors, assigns, agents or service providers, including, but not limited to, B4B Payments, the prepaid card program manager for Bank. The terms “you” or “yours” mean anyone who has received the Card or is authorized to use the Card. “Program Sponsor” means the organization that offered you the Card for loyalty, award or promotional purposes and funds your Card. “Card Account” means the records we maintain to account for the value of transactions associated with the card. By activating, accepting or using the enclosed Card, you accept and agree to comply with the terms and conditions of this Agreement as well as any other agreement or documents we may provide to you from time to time in connection with the Card, including any amendments, supplements or changes made to this Agreement. We may change the terms of, or add new terms to, this Agreement at any time in accordance with applicable law.

This Agreement contains a mandatory arbitration provision. If there is a dispute between you and us, and the dispute is covered by the arbitration agreement, then either you or we may require the dispute to be resolved by arbitration in front of an arbitrator. This means that you and we will not have the right to a jury or court trial to resolve the dispute or the right to pursue a claim as a class action. You have the right to reject the arbitration agreement. See the “Arbitration Provision” Section below for more information.

Register your Card for FDIC Insurance and other protections. The funds in your Card Account will be FDIC-insured once we have verified your identity. Your funds will be held at or transferred to Metropolitan Commercial Bank (Member FDIC). Your Card is not connected to any other account and you will not earn any interest on the funds on your Card. The Card is not a credit card. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

How to Contact Us. You may obtain balance information online at www.b4bpayments.com or by calling 1-855-485-7697, or internationally +1-617-275-2263. Keep a record of your Card number, expiration date, CVV number, and our phone number.

Please contact us immediately at 1-855-485-7697, or internationally +1-617-275-2263 or through the website at www.b4bpayments.com to (1) report that your Card has been lost, stolen, or damaged, (2) report unauthorized activity on your Card, or (3) notify us of an error involving a transaction on your Card.

You agree to cooperate with us in the investigation of any loss you claim, including giving us an affidavit containing whatever reasonable information we require concerning your Card, the transaction, and the circumstances surrounding the loss. You further agree that you will notify law enforcement authorities of any criminal act related to the claim of unauthorized transactions and provide us with a copy of any police reports or investigative summaries.

You may obtain information about the amount of money you have remaining in your Card Account by calling 1-855-485-7697, or internationally +1-617-275-2263. This information, along with a 12-month history of account transactions, is also available online at www.b4bpayments.com.

If your account is registered with us, you also have the right to obtain at least 24 months of written history of account transactions by calling 1-855-485-7697, or internationally +1-617-275-2263, or by writing us at B4B Payments (USA) Inc., 40 Washington Street, Suite 150, Wellesley, MA 02481. You will not be charged a fee for this information unless you request it more than once per month.

The Card. The Card is a physical or virtual prepaid, stored value card, issued in connection with a program offered by the Business. This means that there is no separate deposit account established for you that is associated with the Card. There is a limited purpose prepaid account in which the funds that are stored on the Card are maintained. You have no rights in those funds, except to access the funds through the Card in accordance with this Agreement. You may not make any deposit, withdrawal or any other transaction with the Card or the prepaid account, except for the Card transactions described in this Agreement.

You may be issued a physical plastic card (“Physical Card”) or a virtual representation of the card (“Virtual Card”) or both, by the Business. If you have and use a Physical Card and a Virtual Card at the same time, both forms of your Card are associated to one Primary Access Number (“PAN”), which allows you to access the funds available in your Card Account. Except as otherwise stated in this Agreement, you have the same rights and responsibilities under this Agreement whether you use a Physical Card or Virtual Card.

- a. **Virtual Card.** You may receive a physical card or a virtual card from the Business. Your Virtual Card will be displayed either in the mobile app or the website after the successful verification of your identity as described above and will be activated and ready for use after the first successful load of funds to your Card Account. You may access the funds in your Card Account by using your Virtual Card Number for transactions or purchase initiated over the phone or online. You will not receive a PIN for your Virtual Card. If you receive and use a Physical Card, you will be able to continue using your Virtual Card.
- b. **Physical Card.** If you are issued a Physical Card, it will be mailed to the address you provide to us during the registration process. When you receive your Physical Card, call Customer Service at 1-855-485-7697, or internationally +1-617-275-2263 to activate the Card and receive your PIN (as set forth in the Section of this Agreement titled “Personal Identification Number (“PIN”)”). Upon receipt and activation of your Physical Card, your Virtual Card will not be automatically disabled. If the Virtual Card is automatically disabled, then all further transactions will be processed through your Physical Card.

Using Your Card. You must activate your Card by following the instructions on the Card. The Card is a reloadable prepaid debit card that allows you to purchase goods and services at any merchant that accepts Visa or STAR® branded cards. You will be assigned a PIN after your identity has been verified and only for use with a Physical Card. You may make Card purchases using the Personal Identification Number (“PIN”), assigned to your Card or make Card signature-based purchases. The Card and PIN are provided for your use and protection, and you agree to not store the PIN on the Card or otherwise disclose or make it available to anyone other than someone you have permitted to use the Card. You will be liable for any transactions made by a person you authorize or permit to use your Card and/or PIN. If you permit anyone to use your Card, we will treat this act as if you have authorized this person to use your Card, and you will be responsible for any Card transactions initiated by such person. You cannot add additional funds to your Card. We use your available funds on your Card (“Card Balance”) to authorize your transactions. We will decline all transactions that exceed the Card Balance.

The Card will expire on the expiration date printed on the Card. Upon request, we will send you a replacement Card as your expiration date nears. You may also request a replacement card if your Card is lost, damaged or stolen. A fee applies to replace your Card. The funds in your Card Account will **not** expire, regardless of the expiration date on the front of your Card.

The Card is the property of Bank and must be surrendered upon demand. The Card may not be resold or transferred to another party. The Card may be canceled, repossessed or revoked at any time without prior notice except where required by law.

Use of the Card is also subject to all applicable rules and customs of any payment network and funds transfer system involved in the transactions in addition to this Agreement.

Internet, mail, and phone order purchases may require that we have the name and address of the Card owner on file. If you wish to make such purchases, you will need to register your Card at www.b4bpayments.com and providing your name and address prior to performing the internet, mail or phone purchase.

Card Account Use and Purpose. Subject to the limitations set forth in this Agreement, you may use your Card, Card Number, or Account Number, as applicable, to (1) purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Card Account or the Daily Purchase Limit (as defined in the table below), (2) withdraw cash from your Card Account (as described in the Section below titled “Using Your Card to Get Cash.”). There may be fees associated with some of these transactions. For fee information, see the “Schedule of Fees and Charges (Schedule A)” attached to this Agreement. You agree not to use your Card for illegal gambling or any other illegal purpose.

Limitations on Frequency and Dollar Amounts of Transactions. The total amount of purchases that you can perform in any single day is limited to the Daily Purchase Limit and the total amount of cash withdrawals (including withdrawals from a teller inside a bank office) that you can perform in any single day is limited to the daily Cash Withdrawal limit (as defined in the table below). You will be charged a fee by us for each cash withdrawal and balance inquiry made at an ATM. In addition, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). The maximum aggregate value of your Card Account may not exceed \$8,000.00 at any time. For security reasons, we may further limit the number or dollar amount of transactions you can make with your Card. The following grid is provided in order to highlight the frequency and limitations of cardholder transactions in a single day or additional time frame if warranted:

Transaction/load type	Maximum amount
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Maximum balance on the card	\$8,000.00 (includes all cash and direct deposit loads)
Cash withdrawal (ATM)	\$1,000.00 per day
Purchases (POS)	\$8,000.00 per day (the "Daily Purchase Limit")

Card Authorization Holds. Any entity accepting your Card for payment will be required to obtain approval or authorization for any transaction in accordance with the rules of the payment network (i.e., Visa or PULSE). When an authorization is issued, an eight (8) day hold may be placed on the value on the Card in the amount of the authorization. When you use your Card in a tipping environment (at restaurants, bars, barber shops, or beauty spas or for taxis or limos) or rental environment (at cruise lines, lodging, or vehicle rentals), the amount of authorization may be the transaction amount plus an additional amount of 15%-20%. When a preauthorization request is made by hotels and rental merchants, a thirty-one (31) day hold may be placed on funds on the Card in the amount of the preauthorization. If the authorization request varies from the amount of the transaction the merchant subsequently submits to the payment network, settlement of the transaction may not remove the hold, which hold may remain on the Card until the hold days have expired. If your Card is subject to a hold, the value on the Card that is subject to the hold will not be available for other purposes. Additionally, if you use your Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount of \$75-175, depending on the merchant. You can avoid this hold by pre-paying inside before fueling.

Please note that the merchant controls the timing of both the authorization and final settlement. It is therefore very important that you keep track of your Card Balance. We cannot stop a settlement once we have authorized the transaction and you will be responsible for repaying any negative balance that may occur in your Card Balance.

Adding Funds to Your Card. The Business is responsible for providing the funds directly or through the Automated Clearing House ("ACH") payment system and instructing us to load the amount of designated funds onto the Card. Funds can only be added to your card account by the Business who provided you with the card. No other sources of funds are permitted. Once the funds are loaded onto the Card, you may use the Card for the type of transactions described in this Agreement. We have no liability if the Business delays or fails to fund your Card. The Business may retain the right to deduct funds from the Card in order to correct a previous error or overpayment to you or for other reasons. You hereby authorize us to accept ACH instructions from the Business to credit or debit funds to or from your Card and, in the case of a debit, to return those funds to the Business. If you have a dispute with the Business about the amount that the Business loads onto or deducts from your Card, you agree to resolve that dispute solely with the Business, not us.

Returns and Refunds. Please be aware of the merchant's return policies before using your Card to make a purchase. We are not responsible for the delivery, merchantability, salability, marketability, quality, safety, legality or any other aspect of the goods or services you purchase using your Card. If you have a problem with goods or service that you purchased with your Card or if you have a dispute with the merchant, you must handle the concern directly with the merchant. Refunds and returns are subject to the merchant's policies and applicable laws. If you are entitled to a refund for goods or services obtained using your Card, you agree that the merchant will credit the refund to your Card. The refund amount credited to your Card may not be available for up to five (5) business days from the date the merchant submits the refund transaction. You are not entitled to a check refund unless your Card has been closed.

Prohibited Transactions and Right to Refuse Transactions. You must not use your Card for any illegal transaction, including online gambling, gaming and/or any other activity with an entry fee and a prize including, but not limited, to casino games, sports betting, animal racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery), sweepstakes, or for any other activity or transactions that may be considered illegal or prohibited. We reserve the right to decline authorization for any transaction that we deem to be illegal, related to illegal activity, or for any other reason at our discretion. We reserve the right to block certain merchants, which means Card transactions at such merchants will be declined. We may decline transactions with certain higher risk merchants or groups of merchants that fall within a particular Merchant Category Code, and we also may decline certain transactions that are deemed higher risk as determined by one or more fraud detection methods. The Card may not be used to purchase real property.

Bank Liability for Failure to Complete Transactions. If the Bank does not complete a transfer to or from your Card Account on time or in the correct amount according to the Agreement with you, the Bank will be liable for your losses or direct damages. However, there are some exceptions. The Bank will not be liable, for instance: (1) if, through no fault of the Bank or of the Program Manager, you do not have enough funds available in your Card Account to complete the transaction; (2) if a merchant refuses to accept your Card or provide cash back; (3) if an ATM where you are making a cash withdrawal does not have enough cash; (4) if an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the

transaction; (5) if access to your Card has been blocked after you reported your Card or Access Code(s) (“Access Code” includes your user ID(s), password(s), PIN(s), and any other access code or credential related to your Card Account) lost or stolen; (6) if there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (7) if Bank or the Program Manager have reason to believe the requested transaction is unauthorized; (8) if circumstances beyond the Bank’s or the Program Manager’s control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that the Bank or the Program Manager have taken; or (9) for any other exception stated in the Agreement with you.

Visa’s Zero Liability Policy. Under Visa Rules, if you have registered your identity with us, you will not be held responsible for unauthorized transactions using your Card unless, based on substantial evidence, you are found to be fraudulent or negligent in the handling of the Card.

Your Obligation for Negative Balance Transactions. Each time you initiate a Card transaction, you authorize us to reduce the funds available in your Card Account by the amount of the transaction and all associated fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions (creating a “negative balance”). Nevertheless, if any transactions cause the balance in your Card Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. You may also be liable for any related Insufficient Funds/NSF Fee(s) as set forth in the accompanying “Schedule of Fees and Charges (Schedule A).” We reserve the right to bill you for any negative balance or to recoup such negative balance from any other Card we have issued to you. You agree to pay us promptly for the negative balance and any related fees. We also reserve the right to cancel your Card if you create one or more negative balances with your Card.

Card Expiration, Suspension and Closure. The Card is valid through the expiration date shown on the Card. You may contact us to replace your Card prior to expiration. We may also suspend or freeze your Card or close your Card at our discretion for any reason with or without notice. This includes if we believe you are using your Card for fraudulent or illegal purposes, in violation of any law or regulation, this Agreement, any other agreement you may have with us, or if you otherwise present undue risk to us. Any Card Balances will be handled in accordance with applicable law and may be subject to escheat under applicable state laws. We are not responsible to you for any damages you may suffer as a result of the closure or suspension of your Card. The expiration or closure of your Card does not impact any right or obligation that arose prior to closure or termination, or any right or obligation that, by its nature, should survive termination (including, but not limited to, any indemnification obligation owed by you, our limitations of liability, and any terms governing arbitration).

Amendment and Cancellation. We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law before the effective date of the change. However, if the change is made for security purposes, we may implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You also may cancel this Agreement by calling the number on the back of your Card, 1-855-485-7697, or internationally +1-617-275-2263. If you cancel your Card, you may zero out your Card Account balance before closing your Card Account or request that we send you a check in the amount of your Card Account balance when you close your Card Account, which we will do for a fee as set forth in the “Schedule of Fees and Charges (Schedule A)” attached to this Agreement. If your Card is canceled by us when your Card Account has a balance, we will send you a check in the amount of your Card Account balance for no charge. In all events, any check we send will be sent to the address we have for you in our records. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement before termination.

Disclosure of Card Information to Third Parties. We will disclose information to third parties about the Card or the transactions you make:

- Where it is necessary for completing the transactions; or
- Where there has been unauthorized use of the Card; or
- In order to comply with government agency or court orders; or
- For analytical purposes; or
- If we conclude that disclosure is necessary to protect you or our interests; or
- If you give your permission to us or to other parties.

In addition, if we obtain such information, Cardholder information may be provided to Visa for the purposes of providing certain services. Please see Bank’s Privacy Policy at <https://www.mcbankny.com/Policies/Consumer Privacy Notice.pdf>. This policy outlines our commitment to you, your privacy rights and with whom we share data and information.

Fees. You agree to pay all fees and charges applicable to your Card. Fee amounts will be withdrawn from your Card Balance and will be assessed as long as there is a remaining Card Balance, except where prohibited by law.

Any time your Card Balance is less than the fee amount being assessed, the fee amount will be deducted from the remaining Card Balance, resulting in a zero (\$0.00) balance on your Card. Fees are subject to change at any time. You agree to pay us the following fees set forth in the Fee Schedule.

Error Resolution Notice. In Case of Errors or Questions about Your Card, call us at 1-855-485-7697, or internationally +1-617-275-2263 or at the website www.b4bpayments.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after the account history shows the error. You must (1) tell us your name and card number. (2) describe the error you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.(3) tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred and will correct any error promptly. We will tell you the results after completing our investigation. If we decide that there was no error, we will send you a written explanation.

Limitations of Liability and Disclaimer of Warranties. EXCEPT AS REQUIRED BY LAW, WE ARE NOT LIABLE FOR ANY CLAIMS, COSTS, LOSSES, OR DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM OUR FAILURE TO ACT, OR ANY DELAY BEYOND TIME LIMITS PRESCRIBED BY LAW OR PERMITTED BY THIS AGREEMENT IF SUCH FAILURE OR DELAY IS CAUSED BY MAINTENANCE OR INTERRUPTION OR MALFUNCTION OF EQUIPMENT OR COMMUNICATION FACILITIES, UNUSUAL TRANSACTION VOLUME, SUSPENSION OF PAYMENTS BY ANOTHER FINANCIAL INSTITUTION, FIRE, NATURAL DISASTERS, ELEMENTS OF NATURE, GOVERNMENT ACTION, ACTS OF WAR, TERRORISM OR CIVIL STRIFE, EMERGENCY CONDITIONS, OR OTHER CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF BANK. EXCEPT AS REQUIRED BY LAW, OUR LIABILITY TO YOU FOR A CLAIM IS LIMITED TO THE FACE VALUE OF THE ITEM OR TRANSACTION, OR THE ACTUAL VALUE OF ANY FUNDS NOT PROPERLY CREDITED OR DEBITED. IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES.

WE ARE NOT LIABLE FOR ANY FAILED TRANSACTION IF YOUR CARD BALANCE IS INSUFFICIENT TO COVER A TRANSACTION, THE TERMINAL OR SYSTEM IS NOT WORKING PROPERLY, CIRCUMSTANCES BEYOND OUR CONTROL PREVENT THE TRANSACTION, OR THE MERCHANT AUTHORIZES AN AMOUNT GREATER THAN THE PURCHASE AMOUNT. EXCEPT AS REQUIRED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE SHALL ONLY BE RESPONSIBLE AND LIABLE FOR OUR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT. WE SHALL NOT BE LIABLE TO ANY THIRD PARTY OR FOR ANY ACT OR OMISSION OF YOURS OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, THIRD PARTIES USED BY US IN EXECUTING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR PERFORMING A RELATED ACT AND NO SUCH THIRD PARTY SHALL BE DEEMED TO BE OUR AGENT.

IN ADDITION, EXCEPT AS REQUIRED BY LAW, WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY SERVICES OR FEATURES OF THE CARD.

ALL BANK SERVICES AND CARD FEATURES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THE BANK'S SERVICES OR CARD FEATURES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED.

Indemnification. You agree to indemnify and hold us and our officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless for any losses, damages, suits and expenses, including reasonable attorneys' fees, that we may incur, without regard to the merit or lack thereof, arising out of, or related in any way to (1) the matters set forth herein, (2) our taking any action or not taking any action that we are entitled to take pursuant to this Agreement, (3) any action or omission by you or any third party, or (4) our action or inaction in reliance upon oral, written or electronic instructions or information from you.

Changes in Terms and Additional Services. We may change this Agreement, or any fees and features of your Card, at any time by posting an amended Agreement on the B4B Payments website, and any such amendment shall be effective upon posting. We will give you advance notice of any change where required by applicable law. Your use of the Card after we have posted the changes signifies your acceptance to the amended Agreement.

Governing Law. All actions relating to your Card and this Agreement will be governed by the laws of the United States and the State of New York and other applicable rules, regulations and guidance, including card payment

network rules and rules of any funds transfer systems, except to the extent such laws, rules, regulations and guidance are inconsistent with the Federal Arbitration Act.

Our Right of Set-Off. We have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. This means that we can take any funds on your Card or from any other account you have with us to pay any debt or liability you owe us, subject to applicable law. We may exercise our right of set-off without regard to the source of the funds on your Card or prior recourse to other sources of repayment or collateral, even if it causes you to incur penalties or suffer any other consequence. You waive any conditions or limits to our right of set-off to the maximum extent permitted by law. We will notify you if we exercise our right to set-off if required by law.

If we take any action to collect debt incurred by you or other amounts you owe us under this Agreement or defend ourselves from any lawsuit brought by you where we are the prevailing party, you agree to reimburse us for our losses, including, without limitation, reasonable attorneys' fees, to the extent permitted by applicable law. We may deduct the amount of our losses from your Card without prior notice to you.

Monitoring and Recording Telephone Calls and Consent to Receive Communications. Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording as a condition of this Agreement and your use of your Card. We may need to contact you about your account from time to time by telephone, text messaging or email. However, we will first obtain your consent to contact you about your Card in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act, CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission. Your consent is limited to your Card, and as authorized by applicable law. Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your Card throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voicemail and text messaging including the use of pre-recorded or artificial voice messages, ringless voicemail and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us, as long as you maintain at least one telephone number or email address for us to contact you to service your Card.

Notice and Cure. Prior to initiating a lawsuit or an arbitration proceeding as further described in the "Arbitration of Disputes" Section below, you or we, as applicable, shall give the other party notice of the claim ("Claim Notice") and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim (as defined in the "Arbitration of Disputes" Section below). Any Claim Notice to you shall be sent by mail to the address you provided in connection with your Card (or any updated address you subsequently provide pursuant to this Agreement). Any Claim Notice to us shall be sent by mail to B4B Payments (USA) Inc., 40 Washington Street, Suite 150, Wellesley, MA 02481, Attn: Claim Notice (or any updated address we subsequently provide). Any Claim Notice you send must include your name, address and information sufficient to identify your Card number and explain the nature of the Claim and the relief sought. The party giving a Claim Notice must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.

Waiver of Jury Trial. The parties waive any right to a jury trial in any judicial proceedings involving any claim relating to or arising under this Agreement.

Arbitration Provision. This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party. You may reject this Arbitration Provision by sending us a written notice which gives your name, address, email address, and each Card number with a statement that you reject the Arbitration Provision. The rejection notice must be sent by certified mail, return receipt requested, to B4B Payments (USA) Inc., 40 Washington Street, Suite 150, Wellesley, MA 02481, Attn: Arbitration Rejection Notice. A rejection notice must be signed by you and received by us within 45 days after the date you receive the first Card issued under this Agreement. Rejection of arbitration will not affect any other term of this Agreement.

(a) Definitions. As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us, or between you and B4B Payments (USA), Inc. as Program Manager for the B4B Payments Incentive Prepaid Visa® Corporate Card or any of its agents or retailers, arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement or any of the foregoing. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims, claims based upon contract, tort, fraud

and other intentional torts, consumer rights, statutes, regulations, ordinances, common law and equity, and claims which arose before the date of this Agreement. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any additional cardholders designated by you; (ii) the amount of available funds on the Cards; (iii) advertisements, promotions or oral or written statements related to the Cards, or goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; (v) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (vi) collection of any debt and the manner of collection; and (vii) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any individual Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any Claim that is appealed, transferred or removed from that court shall be subject to arbitration. Also, "Claim" does not include disputes about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof; all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term "Claim" includes any dispute about the validity or enforceability of this Agreement as a whole; any such Claim is for the arbitrator, not a court, to decide. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. As solely used in this Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Bank, the Program Manager, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

(b) Initiation of Arbitration Proceeding/Selection of Administrator. Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; and (ii) AAA at 120 Broadway, Floor 21, New York, NY 10271; website at www.adr.org. If both JAMS and the AAA are unable to serve as administrator and we cannot agree on a replacement, a court with jurisdiction will appoint the administrator or arbitrator.

(c) Significance of Arbitration. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR SHALL NOT CONDUCT A CLASS, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ARBITRATION. THE ARBITRATOR SHALL NOT JOIN OR CONSOLIDATE CLAIMS EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(d) Restrictions on Arbitration. If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action or private attorney general basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. This section of this Arbitration Provision is the "Class Action Waiver." (Special procedures apply to Claims that seek public injunctive relief, as set forth below).

(e) Location of Arbitration/Payment of Fees. Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a

temporary advance of all or part of the filing, administrative and/or hearing fees for any individual Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(f) Arbitration Procedures. This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that this Arbitration Provision shall control if it is inconsistent with the applicable Code or with other provisions of this Agreement. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with experience in the subject matter of the Claim or a retired judge, unless you and we agree otherwise in writing.

The arbitrator shall apply the applicable substantive law, consistent with the FAA, that would apply if an individual matter had been brought in court. The arbitrator may award any damages or other relief of remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable, and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the administrator's rules or applicable law. The arbitrator shall apply applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within 15 days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within 20 days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, if the amount in controversy exceeds, \$50,000, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have 30 days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding except for any appeal rights under the FAA.

(g) No Preclusive Effect. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

(h) Continuation and Severance. This Arbitration Provision shall survive cancellation, suspension, revocation or termination of your Card or this Agreement as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is held to be invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity except that: (A) If the Class Action Waiver is declared unenforceable in a proceeding between you and us with respect to a Claim that does not seek public injunctive relief, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Provision (except for this sentence) shall be null and void in such proceeding; and (B) If a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver and/or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim, and that determination becomes final after all appeals have been exhausted, the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for class-wide or public injunctive relief be arbitrated.

How to Update Your Records. It is your responsibility to provide us with your true, accurate and complete e-mail address (if you have elected to receive e-mail messages from us), your contact information, and other information related to this Disclosure and your Card Account, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through www.b4bpayments.com or by calling the number on the back of your Card or call us at 1-855-485-7697, or internationally +1-617-275-2263.

Hardware and Software Requirements. In order to access, view, and retain Communications that we make available to you electronically, you must have:

- An Internet browser that supports 128-bit encryption
- A supported internet browser such as Microsoft Edge, Chrome or Safari
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- An e-mail account with an Internet service provider and e-mail software. To help mitigate the risk of fraud, this should be safeguarded with 2-factor or multifactor authentication for internet-bound access to your email.
- A personal computer (3 GHz Base or higher recommended), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in via a plain text-formatted e-mail or by access to our web site using browser specified above or equivalent software.
- Adobe Reader current version or at minimum one with no known material vulnerabilities.

Requesting Paper Copies. We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call the number on the back of your Card, call us at 1-855-485-7697, or internationally +1-617-275-2263 or visit www.b4bpayments.com or write to the Program Manager at B4B Payments (USA) Inc., 40 Washington Street, Suite 150, Wellesley, MA 02481.

Termination/Changes. We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

**SCHEDULE OF ALL FEES AND CHARGES FOR B4B PAYMENTS PAYOUT PREPAID VISA®
CARD**

State: All States

ALL FEES	AMOUNT	DETAILS
Get started		
Card purchase fee	\$0.00	No fee will be charged.
Card activation fee	\$0.00	No fee will be charged.
Monthly usage		
Monthly fee	\$0.00	No fee will be charged.
Add money		
Cash reload	\$0.00	Only the Business may add funds to the Card.
Spend money		
POS PIN debit purchase	\$0.00	No fee will be charged.
POS signature purchase	\$0.00	No fee will be charged.
POS PIN purchase (declined)	\$0.00	No fee will be charged.
POS SIG purchase (declined)	\$0.00	No fee will be charged.
Get cash inside the U.S.		
ATM withdrawal in-network (domestic)	\$1.75	We charge a \$1.75 fee per transaction for withdrawing cash at an ATM. <u>Third-party fee may also apply.</u>
ATM withdrawal out-of-network (domestic)	\$1.75	We charge a \$1.75 fee per transaction for withdrawing cash at an ATM. <u>Third-party fee may also apply.</u>
ATM withdrawal (declined)	\$0.00	No fee will be charged.
Information		
Customer service (automated system)	\$0.00	There is no fee for customer service. Standard call fees may be charged by the phone carrier.
Customer service (live agent)	\$0.00	There is no fee for customer service. Standard call fees may be charged by the phone carrier.
In-network or out-of-network ATM balance inquiry	\$0.00	No fee will be charged.
Using your card outside the U.S.		
International ATM withdrawal	\$1.75 + 2.75%	We charge a \$1.75 fee per transaction for withdrawing cash at an ATM outside of the U.S. In addition, we also charge a fee of 2.75% calculated on the amount of non-US dollars at the time of the cash withdrawal transaction at an ATM outside of the U.S. <u>Third-party fees may apply.</u>
ATM withdrawal (declined) (int'l)	\$0.00	No fee will be charged.
POS Transactions in non-USD currency	2.75%	This fee is charged anytime you carry out a transaction using a foreign currency. The fee is calculated on the amount of non-U.S. dollars at the time of the transaction.
POS signature purchase in non-USD currency	2.75%	This fee is charged anytime you carry out a transaction using a foreign currency. The fee is calculated on the amount of U.S. dollars at the time of the transaction.
POS PIN purchase (declined) (int'l)	\$0.00	No fee will be charged.
POS SIG purchase (declined) (int'l)	\$0.00	No fee will be charged.
Other		
Inactivity	\$3.00	The Inactivity fee is effective after 90 consecutive days with no transactions and will be charged monthly until a transaction occurs.
Check request	\$18.00	This is our fee to send a check in the amount of your Card Account balance when you close your Card Account
Close card	\$0.00	No fee will be charged.
Replace Physical Card	\$7.75	This is our fee to replace your Physical Card and it includes shipping and handling.

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Metropolitan Commercial Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Metropolitan Commercial Bank fails, if specific deposit insurance requirements are met and your card is registered. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact B4B Payments (USA), Inc. by calling the number on the back of your Card or toll-free at 1-855-485-7697, or internationally +1-617-275-2263, by mail at B4B Payments (USA) Inc., 40 Washington Street, Suite 150, Wellesley, MA 02481, or visit www.b4bpayments.com.