

Equals Money Terms and Conditions

Equals Money Corporate Prepaid Mastercard® Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY

1. Terms and Conditions for the Equals Money Corporate Prepaid Mastercard®. This document, including the “Schedule of All Fees and Charges (Schedule A),” is an agreement (“Agreement”) containing the terms and conditions that apply to the **Equals Money Corporate Prepaid Mastercard®** Card issued by Metropolitan Commercial Bank (Member FDIC) pursuant to a license from Mastercard International Inc. (“Mastercard”). “Metropolitan Commercial Bank” and “Metropolitan” are registered trademarks of Metropolitan Commercial Bank © 2014. “Equals” and “Equals Money” are registered trademarks of Equals Money PLC. “Business” shall be responsible for notifying Cardholders of the relevant terms applicable to their Card use and for ensuring that each Cardholder complies with the terms and conditions set forth in this Agreement, which includes an Arbitration Provision in Section 28. Please read this Agreement carefully and keep it for future reference. By accepting and/or using any Card, the Business agrees to be bound by the terms and conditions contained in this Agreement. The “Program Manager” for the **Equals Money Corporate Prepaid Mastercard** is Equals Money PLC and the Customer Service telephone number is 1-833-295-3757 or the toll-free telephone number on the back of your Card.

2. Definitions. In this Agreement, “Card” means an **Equals Money Corporate Prepaid Mastercard** issued by the Bank in the name of a designee of the Business. “Card Account” means the records we maintain to account for the transactions made with the associated Card. “You” and “your” mean the “Business” and, where applicable, each “Cardholder.” “We,” “us,” “our,” and “Bank” mean Metropolitan Commercial Bank, together with its successors and assigns. “Program Manager” means **Equals Money PLC**, together with its successors and assigns. “Business” means the commercial enterprise that qualified for, opened and owns the funds in the Card Accounts, together with its successors and assigns. Business must be a commercial enterprise and may be a partnership, limited liability company, corporation, trust, or other form of business entity, or an individual operating as a sole proprietorship. “Cardholder” means a person associated with and designated by the Business in writing to make purchases on behalf of the Business and who will be provided a Card. “Card Number” means the 16-digit number embossed on a Card. “Account Number” means the **six to 10**-digit number provided to the Business for the purpose of initiating deposits to the Card Account for a Card. “Access Code” means any user ID(s), password(s), PIN(s), and any other access code or credential related to a Card. “Business Day” means Monday through Friday, excluding federal and legal banking holidays in the State of New York, from 9:00 AM – 5:00 PM ET.

3. Identity Verification: Important Information about Procedures for Opening a New Card Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each entity or person who opens an account (including any subaccounts). When a Card Account is opened on behalf of the Business, we may ask for copies of certain information that will help us verify the Business’ information. We may also ask for

information to verify the identity of Cardholders. Business information which may be collected, includes but is not limited to address, entity organizational documents and certificates, and federal employer identification number (EIN). Personal information that may be collected from the Business' principal owners, representatives and Cardholders includes name, address, phone number, date of birth, social security number or country identification number, driver's license or passport and other information that will allow us to identify you.

By participating in the **Equals Money Corporate Prepaid Mastercard®** program, you agree that the information and statements you provide to us are accurate, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), social security number or other identification documentation, date of birth, and telephone number. If you fail to provide accurate information that we request, we may cancel any or all Cards and Card Accounts. In addition, funds tied to suspected illicit or illegal activity may be subject to both internal and potentially criminal investigation. We reserve the right to restrict or delay access to any such funds.

4. Corporate Cards. The Cards are business prepaid cards. Each Card allows its related Cardholder to access funds loaded to the Card. The Business' USD funds in the Card Accounts will be FDIC-insured. The Cards will remain the property of the Bank and must be surrendered upon demand. The Cards are not transferable, and they may not be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

A Cardholder may access the funds loaded to their Card by presenting the Card in person or by providing the Card Number to a merchant to pay for goods and services. The Cards are **not** credit cards or gift cards, nor are they intended for gifting purposes. The Cards may not be used to disburse payroll or compensation to any person, including the associated Cardholder. Interest will not be paid on funds on deposit in the Card Accounts. The funds loaded to a Card will **not** expire, regardless of the expiration date on the front of the Card.

The Business may have as many Card Accounts as we shall allow at our discretion. The Business is an unlimited guarantor for all activities on the Cards. The owners or principals of the Business must personally guarantee and be personally liable for all transactions associated with the Cards. All such guaranties are unlimited and are also joint and several where the Business has multiple owners or principals. The Business can add or remove Cardholders, obtain Card and Card Account information, deposit funds to Card Accounts, transfer funds among Card Accounts and take administrative actions in connection with the Card Accounts and Cards as contemplated by this Agreement.

Cardholders must be individuals who are associated with the Business. The Business is the owner of all funds in the Card Accounts at all times and Cardholders agree that their Cards shall only be used as authorized by the Business, which may never involve transactions intended for personal, family or household purposes of the Cardholder or any other person.

The Business must notify us to revoke any Cardholder's authorization to use a Card. The Business may do this through the **Equals Money web or mobile app**, by visiting app.equalsmoney.com, by calling the number on the back of any Card 1-833-295-3757,, or by writing to Equals Money PLC, Vintners Place, 68 Upper Thames Street, London EC4V 3BJ, United Kingdom. If the Business instructs us to revoke a Cardholder's use of a Card, we will cancel the Card once we have had a reasonable opportunity to take action.

The Business is wholly responsible and liable for all transactions made with the Cards, Card Numbers and the Account Number, subject to applicable law or as otherwise provided in this Agreement. The Business' liability applies even if a Cardholder exceeds the scope of his or her authority, including but not limited to, situations where the Cardholder uses the Card for personal, family or household purposes, or when a Cardholder authorizes a third-party to use a Card. The Business shall ensure that Cardholders are not permitted to authorize other persons to use their Card. To cancel a Card, telephone the toll-free number on the back of your Card or 1-833-295-3757. Once we notice of such a revocation (cancellation) and have had a reasonable time to act we will exercise reasonable efforts to block additional purchases on the Card.

The Card can be used at any location that displays the Mastercard Acceptance Mark. Before using the Card you need to make sure there are enough funds available in your Account Balance(s). The Card is not a credit card and is not connected to a bank account. The Card is an electronic money (e-money) device. Neither you nor the Cardholder will receive any interest on any funds held on the Card.

4.1 Cardholder requirements

To receive a Card the Cardholder must be at least 18 years old.

4.2 Activating the Card

When you receive your Card, we may ask you to activate it following the procedures in clause 4.3 or clause 4.4 before using it to make transactions.

4.3 Physical Card

The Cardholder will need to activate their Card by logging into their account via the Website or App and viewing the Card details, before they will be able to use it. The Cardholder will receive a PIN for use with their Card, which can be changed by logging into their account via the Website or App to a more memorable number. Only one PIN will be issued for each Card. You will need a PIN to: obtain cash at an ATM, make a PIN purchase, or obtain cash back at a point-of-sale ("POS") terminal. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should immediately notify the Program Manager, following the procedures in clause 25 below titled "Liability for Unauthorized Transfers".

4.4 Virtual Card

The Cardholder will need to activate their Card by logging into their account via the Website or App and viewing the Card details, before they will be able to use it.

4.5 Card Balances

You will be able to add and remove money from the balance or balances associated with the Card via the Website or App, to be spent once the Card has been activated. You will be able to view any transactions made on the Card against an associated balance. We reserve the right not to accept any moving of money between balances.

4.6 Using your Card

We will deduct the value of your transactions from the balance on the Card as soon as they are made. We will also deduct any applicable fees as soon as they are payable. See **Schedule A** for details of all fees associated with the Card. If sufficient funds are not credited on your

Card at the time of a transaction to cover the amount of the transaction and the fees, the transaction will be declined.

4.7 Cancellation and expiration of your Card

If you wish to cancel the Card, you can update the status immediately through the platform or by contacting us. If the Card is canceled, we will immediately block it so it cannot be used. You must destroy it securely by cutting it up, making a clear cut directly through the Card chip and signature strip (if present).

You will not be entitled to a refund of money already spent on transactions authorized or pending or any fees for use of the Card before the Card is canceled or expires. If you cancel the Card, you can transfer any unused funds to another Card once all transactions and fees have been deducted. Alternatively, you can request we arrange for any unused funds to be refunded to you for a fee (see fee table below). The Cardholder will have no right to receive a refund.

We may also cancel your Card immediately if we suspect fraud or misuse of your Card, if we have any other security concerns or we need to do so to comply with the law. If we do this, we will tell you as soon as we can, after we have taken these steps.

When the Card expires it will no longer be valid and the Cardholder will no longer be able to use it. We will arrange for the balance of funds to be transferred to a new Card after deducting any outstanding transactions and fees. However, we will not issue a new Card if you tell us in writing at least 28 days before the Card expires that you do not wish us to replace the Card.

4.8 Keeping the Card secure

The Cardholder must keep the Card safe and not let anyone else use it. If you permit another person to have access to your Card or Card Number, you are liable for all transactions made with the Card or Card Number and all related fees incurred by those persons.

You should check the online account and Card statement regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible so that we can investigate it. During our investigation, you should cooperate with us and with other authorities, if we need to involve them.

If the Cardholder loses the Card, it is stolen or they suspect that it has been used by someone other than the Cardholder, you must tell us immediately by calling 1-833-295-3757 during business hours so that we can cancel the Card. Alternatively, mark the Card as lost or stolen via our App or the Website.

5. FEES. THE FEES RELATING TO THE USE (AND MISUSE) OF CARDS ARE SET FORTH IN THE "SCHEDULE OF ALL FEES AND CHARGES (SCHEDULE A)" ATTACHED TO THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. FEES WILL BE DEBITED FROM THE RELATED CARD ACCOUNT AND WILL BE ASSESSED SO LONG AS THERE IS A REMAINING BALANCE ON THE CARD, UNLESS PROHIBITED BY LAW. The Business agrees to pay all fees associated with the

Card. We may from time to time amend the Schedule A, at our sole discretion as set forth in the Section of this Agreement titled "Amendment and Cancellation." If you request a service that is not included in this Schedule of Fees and Charges and there is a fee for such service, such fee will be disclosed at the time you request the service and you agree that any such fee may be deducted from your Account.

6. Card Use and Purpose; Business Use Only; No External Debits from Card Account. Subject to the limitations set forth in this Agreement, a Cardholder may use his or her Card or Card Number to pay for goods and services wherever the Card is honored. Cards and Card Numbers shall not be used for illegal gambling or any other illegal purpose. Cardholders shall not exceed the value available on their Card or the Daily Purchase Limit (as defined in the table below). **No Card or Card Number shall be used for any consumer, personal, family, or household purpose.** Each use of a Card or Card Number shall constitute a representation and warranty by the Business and Cardholder that use of the Card is solely for business purposes and not for any personal, family, or household purpose of the Cardholder or any other person or for any illegal purpose. Certain transactions may be subject to fees as described in the "Schedule of All Fees and Charges (Schedule A)" attached to this Agreement.

Our routing number and the Account Number may not be used to initiate a debit transaction, and any attempt to make such a debit will be declined and may be assessed an ACH Decline Fee (see the "Schedule of All Fees and Charges (Schedule A)" attached to this Agreement). The Business will be responsible for any such debit that we fail to decline.

7. Limitations on Frequency and Dollar Amounts of Transactions. The total amount of purchases permitted on a Card in any single day is limited to the Daily Purchase Limit. The maximum aggregate value of any Card may not exceed \$150,000.00 at any time. In our discretion, we may also place aggregate limits on the total amount of purchases and the maximum value of all Cards associated with the Business. For security reasons, we may further limit the number or dollar amount of transactions you can make with any Card or all Cards. The following grid is provided in order to highlight the frequency and limitations of Card transactions in a single day or additional time frame if warranted:

Equals Money	
Transaction Type	Maximum Frequency/Amount
Maximum Company Account Balance	\$2,000,000.00
Maximum Card Balance	\$150,000.00
Maximum Daily Point Of Sale (POS) value	\$150,000.00
Maximum Daily Card Balance load amount	\$150,000.00
Maximum Daily Card Balance unload value per individual card	\$150,000.00
Maximum Daily Cash Withdrawal amount per individual Card	\$2,000.00
Maximum Daily number of ATM Cash withdrawals per individual Card	5

8. Personal Identification Number ("PIN"). A PIN is a four-digit code that we provide to each Cardholder to be used in lieu of signing for a transaction. Only one PIN will be provided for each Card. Cardholders should not write or keep their PIN with the Card. If a Cardholder believes that anyone has gained unauthorized access to their PIN, they should immediately pause the card in the app and/or call the number on the back of their Card, 1-833-295-3757, or send notice through www.equalsmoney.com, or write to the Program Manager at Equals Money Plc - **via email help@equalsmoney.com**, or mail to **Equals Money**, Vintners Place, 68 Upper Thames Street, London EC4V 3BJ, United Kingdom. You must follow the procedures in clause 25 titled "**Liability for Unauthorized Transfers.**" We will never ask you to tell us your PIN. If you are in any doubt whether a caller is genuine, or if you are suspicious about them, make a record of their details and call us.

9. Using Your Card to Get Cash. With a PIN, your Cardholders may use their Cards to obtain cash or check their balance at any Automated Teller Machine ("ATM") that bears the Mastercard® brand. The maximum amount of cash a Cardholder may withdraw at an ATM on a daily basis is shown in the limits set forth in the clause titled "**Limitations on Frequency and Dollar Amounts of Transactions**" of this Agreement. ATM operators may impose additional withdrawal limits. All ATM withdrawals will be charged in accordance with the accompanying fee found in the clause titled "Schedule of Fees and Charges (Schedule A)". In addition, when a Cardholder uses an ATM, they may be charged a fee by the ATM operator or any network used (and a Cardholder may be charged a fee for a balance inquiry even if they do not complete a fund transfer).

10. Adding Funds to a Card. The Business may add funds to Cards (called "value loading" or "loading") at any time by instructing us to transfer funds to the appropriate Card Accounts. The maximum load amount is **\$150,000 per individual card load**. The maximum aggregate value of funds on any Card may not exceed **\$150,000.00** at any time. Funds may not be loaded from any source other than the Business. Cardholders shall not be permitted to load funds to a Card.

11. Split Transactions. If a Cardholder does not have enough value loaded on their Card they can instruct merchants to charge a part of the purchase to the Card and pay the remaining amount with cash or another card if there are not enough funds available on their Cards. These are called "split transactions." Some merchants do not allow split transactions or will only allow a split transaction if the remaining amount is paid in cash.

12. Transactions Using a Card Number. Any transaction initiated without presenting a Card (such as for a mail order, internet or telephone purchase) will have the same legal effect as if the Card itself had been presented.

13. Obligation for Negative Balance Transactions. Each time you initiate a Card transaction, you authorize the merchant to reduce the funds available in your Card balance by the amount of the transaction and all associated fees. You are not allowed to exceed the available amount in your Card balance through an individual transaction or a series of transactions (creating a "negative balance"). If any transaction or fee causes the balance on a Card to go negative (a "negative balance"), including any purchase transaction where the retailer or merchant does not request authorization, the Business shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. The Business may also be liable for any related Insufficient Funds/NSF Fee(s) as set forth in the accompanying "Schedule of All Fees and Charges (Schedule A)." The Business shall pay

us promptly for any negative balance and any related fees. We also reserve the right to cancel any or all Cards attached to your Account in the event of a negative balance.

14. Authorization Holds. You do not have the right to stop payment on any purchase transaction originated by use of your Card(s), other than a Recurring Transaction as described in the Section below titled “**Recurring Transactions**.” When a Card is used to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and the merchant may estimate its final value. When we authorize a purchase transaction, we commit to make the requested funds available when the transaction finally settles, and we will place a temporary hold on the Card’s funds for the amount indicated by the merchant. If a Cardholder authorizes a transaction and then fails to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

Car rentals, hotels and other service-oriented merchants may choose to factor in additional amounts upon check-in, and it may take up to 60 days after your stay or your rental to have any excess amounts held by the hotel or rental company added back to a Card’s available balance. Similarly, some gas stations may factor in additional amounts to cover potential filling of the tank. Such fuel transaction authorization holds may be avoided by paying inside the gas station instead of at the pump. Until the transaction finally settles, the funds subject to the hold will not be available for other purposes. We will only charge the Card for the correct amount of the final transaction, and we will release any excess amount when the transaction finally settles.

When a Card is used at certain restaurants and service-oriented merchants, there may be an additional 20% (or more) added to the authorization to cover any tip that may be left on the purchase. If this occurs, and the total bill, after adding in the additional 20% (or more), exceeds the amount available on the Card, the transaction may be declined. Accordingly, Cardholders should ensure that their Card has an available balance that is 20% (or more) greater than the total bill before using their Card.

15. Recurring Transactions. If you intend to use your Card for recurring transactions, you should monitor your balance and ensure you have funds available in your Account to cover the transactions. “Recurring transactions” are transactions that are authorized in advance by you to be charged to your Card at substantially regular intervals. We are not responsible if a recurring transaction is declined because you have not maintained a sufficient balance in your Account to cover the recurring transaction. If these recurring transactions may vary in amount, the person you are going to pay should tell you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set). If you have authorized a merchant to make the recurring transaction, you also should contact the applicable merchant in order to stop the recurring transaction.

16. Returns and Refunds. Refunds of amounts paid for goods or services obtained with a Card are applied as credits to the Card. You are not entitled to a cash or check refund. The amounts credited to a Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

17. Card Cancellation and Suspension; Service Limits. We reserve the right, in our sole discretion, to limit the use of any Card or all Cards, including limiting or prohibiting specific types of transactions. We may refuse to issue a Card, revoke Card privileges or cancel any Card with or without cause or notice, other than as required by applicable law. The Business may cancel any Card by calling the number on the back of the Card or **1-833-295-3757**. The Business agrees that it will not permit any Cardholder an expired, revoked, canceled, suspended or otherwise invalid Card. Our cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited.

18. International Transactions. Any transaction initiated on a Card in a currency or country other than the currency or country in which the Card was issued will be subject to a fee on the transaction (including credits and reversals) as set forth in the "Schedule of All Fees and Charges (Schedule A)" attached to this Agreement. This fee is in addition to the currency conversion rate. If you effect a transaction with your Business Prepaid Mastercard in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

19. Receipts. Cardholders should get or request a receipt at the time of each transaction. You agree to retain your receipts to verify your transactions.

20. Obtaining Balance and Transaction Information; Periodic Statements Alternative. Cardholders and the Business should keep track of the amount of funds available on their Cards. Information about the amount of funds remaining on a Card may be obtained by calling the number on the back of the Card. This information, along with a 12-month history of account transactions, is also available on-line through our customer self-service website shown on the back of the Card.

21. Confidentiality. We may disclose information to third parties about any Card or the transactions made using a Card: (1) where it is necessary or helpful for completing transactions; (2) in order to verify the existence and condition of the Card for a third party, such as a merchant; (3) in order to comply with government agency, court order, or other legal requirements; (4) if the Business gives us its written permission; (5) to our and the Program Manager's employees, auditors, affiliates, service providers, or attorneys as needed; (6) in order to prevent, investigate or report possible illegal activity; and (7) as otherwise permitted by law.

22. Our Liability for Failure to Complete Transactions. If we do not complete a transfer to or from your Card Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or direct damages. However, there are some exceptions. We will not be liable, for instance: (1) if, through no fault of ours or of the Program Manager, there is not enough funds available on a Card to complete a transaction; (2) if a merchant refuses to accept a Card; (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 a Card has been blocked after it, the associated PIN or any Access Code is reported lost or stolen; (6) if there is a hold or the funds are subject to legal process or other encumbrance restricting their use; (7) if we or the Program Manager

have reason to believe the requested transaction is unauthorized; (8) if circumstances beyond our 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 we or the Program Manager have taken; or (9) for any other exception stated in this Agreement.

23. In Case of Errors or Questions about the Card. You can contact our Customer Services team during Business Hours by calling 1833-295-3757, or using the details shown on our 'contact us' page: www.equalsmoney.com/us/contact. Cardholders and the Business should protect their Cards against theft, loss and unauthorized use with the same level of care that should be used to protect cash or cards used for personal purposes. Unless otherwise required by law or Mastercard rules, we will not be liable for unauthorized transactions unless we failed to process the transaction in good faith and in compliance with commercially reasonable security procedures. Neither the Business nor any Cardholder will have the benefit of any consumer law limiting liability with respect to the unauthorized use of a Card. This means liability for the unauthorized use of a Card could be greater than the liability in a consumer prepaid card transaction. The Business accepts and agrees to undertake the additional risk and greater measure of liability associated with the use of business purpose cards.

If the Business or any Cardholder believes an error occurred, a Card, PIN, or Access Code(s) has been lost or stolen, or that someone has made an unauthorized transaction with a Card or may attempt to use a Card without permission, you agree to notify us immediately by calling the number on the back of the Card, or **1-833-295-3757**, or sending notice through www.equalsmoney.com, or writing to the Program Manager at **Equals Money, Equals Money PLC, Vintners' Place, 68 Upper Thames Street, London, EC4V 3BJ, United Kingdom**. You will need to tell us: (1) the Business name; (2) your name; (3) the Card Number and other identifying details; (4) why you believe there is an error; (5) the dollar amount involved; and (6) approximately when the error took place. We will cancel the Card, and if our records show that available funds remain in the Card Account, we will issue a replacement Card loaded with the remaining value. You agree to assist us in determining the facts relating to any possible unauthorized use or error associated with the Card, and to comply with the procedures we may require for any investigation.

24. Lost or Stolen Cards/Unauthorized Transfers. If the Business or any Cardholder believes a Card, Access Code(s), or PIN has been lost or stolen, call the number on the back of the Card, or **1-833-295-3757**, or send notice through www.equalsmoney.com, or write to the Program Manager at **Equals Money, Equals Money PLC, Vintners' Place, 68 Upper Thames Street, London, EC4V 3BJ, United Kingdom**. You should also call **1-833-295-3757**, the number on the back of the Card, or write to the address shown here if you believe a transaction has been made using the information from a Card, Access Code(s), or PIN without your permission.

25. Liability for Unauthorized Transfers. The Business exercises, and agrees to require Cardholders to exercise, reasonable control over the information related to the Card Account and Cards, including the Cards and Card Numbers, Access Code(s), PINs and the Account Number. Tell us AT ONCE if the Business or any Cardholder believes a Card, Card Number, Access Code, PIN have been lost or stolen, or if the Account Number has been compromised. Also, if transaction history for a Card shows transfers that the associated Cardholder did not make, including those made with your Card or Card Number, or if any unauthorized transfer has been made using the Account Number, or the Business or any Cardholder believes an unauthorized electronic transfer has been made, tell us at once. The best way to keep the Business' losses down is by calling the toll-free number on the back of a Card or **1-833-295-3757**. Electronic transfers made to or from an account used for business

purposes, regardless of account ownership, are not subject to the Electronic Funds Transfer Act, Regulation E, or other consumer laws limiting liability with respect to the unauthorized use of a Card. This means the Business' liability under this Agreement for the unauthorized use of a Card, Card Number, or the Account Number could be greater than a consumer's liability would be in a consumer-purpose prepaid card transaction. The Business accepts and agrees to undertake the additional risk and greater measure of liability associated with the use of business purpose cards, which includes the risk of losing all of the funds in the Card Accounts.

26. Mastercard's Zero Liability Policy. Under Mastercard rules, the Mastercard Zero Liability Policy does not apply to payment cards issued to an entity other than a natural person or to cards issued for a commercial purpose. The Mastercard Zero Liability Policy does not apply to transactions made using your Card.

27. Other Terms and Choice of Law. The Cards, Card Accounts and the Business' obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of a Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. Except as set forth in the Arbitration Provision, if any provision of this Agreement is determined to be invalid or unenforceable under any rule, law or regulation of any governmental agency, whether local, state or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement shall be governed by the law of the State of New York except to the extent preempted or governed by federal law.

28. Amendment and Cancellation. We may amend or change the terms and conditions of this Agreement at any time. We will not apply any amendments or changes to the Arbitration Provision to any arbitration that is pending at the time of the amendment or change. The Business 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 any Card or this Agreement at any time. The Business may cancel this Agreement by calling the number on the back of a Card or **1-833-295-3757**. If the Business cancels this Agreement, it may request a refund by check in the amount of the remaining balance in the Card Accounts, which we will issue for a fee as set forth in the "Schedule of All Fees and Charges (Schedule A)" attached to this Agreement. If we cancel this Agreement and all Cards when any Card Account has a balance, we will send the Business a check in the amount of the balance in the Card Accounts for no charge. In all events, any check we send will be sent to the address we have for the Business in our records. Termination of this Agreement by the Business will not affect any of our rights or the Business' obligations arising under this Agreement before termination.

29. Telephone Monitoring/Recording; Calls and Messages to Mobile Phones. From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law. We may use automated telephone dialing and electronic mail to provide communications to the Business and Cardholders or to contact you about transactions and other important information regarding this Agreement or your relationship with us. Telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you, someone else or a voicemail or answering machine. You authorize us to call any telephone number you have given us or you give to us in the future and to play pre-recorded messages with information about the Agreement over the phone. You also give us permission to communicate such information to you by e-mail. You understand that, when you receive such calls or e-mails, you may incur a charge from the company that provides you with telecommunications,

wireless and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with such calls or e-mails. You understand that anyone with access to your telephone, answering machine or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. This authorization is part of our bargain concerning your use of the prepaid card subject to this Agreement and we do not intend it to be revocable. However, to the extent we are required by applicable law to allow you to revoke your consent to these automatic reminders, you may do so by contacting us at 1-833-295-3757 or Equals Money PLC, Vintners' Place, 68 Upper Thames Street, London, EC4V 3BJ, United Kingdom.

30. No Warranty Regarding Goods and Services. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Card. All such disputes should be addressed to the merchants from whom the goods or services were purchased.

31. 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 Equals Money PLC, Vintners' Place, 68 Upper Thames Street, London, EC4V 3BJ, United Kingdom, 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 **Equals Money PLC** as Program Manager for the **Equals Money Corporate Prepaid Mastercard®** 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 or 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.

32. Consent to Electronic Signature and Communications. The Business agrees and its intent is to electronically sign this document. The person signing on behalf of the Business understands that his or her electronic signature is valid. The Business consents to receive communications about the Card Account and any Cards in electronic format and agrees that the Bank may discontinue sending paper communications. Failure to consent will result in a declined application for **Equals Money** Corporate Prepaid Mastercard.

All Communications that we provide to you in electronic form will be provided either (1) by access to a web site that we will designate in an email notice we send to you at the time the information is available, or (2) by posting such communications at www.equalsmoney.com.

It is the Business' responsibility to provide us with your true, accurate and complete email address (if the Business has elected to receive e-mail messages from us), the Business' contact information, and other information related to this consent and the Card Accounts, and to maintain and update promptly any changes in this information. The Business can update information (such as its email address) through www.equalsmoney.com or by calling the number on the back of your Card or **1-833-295-3757**.

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.

33. Privacy policy

FACTS

WHAT DOES METROPOLITAN COMMERCIAL BANK DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ● Social Security number ● Account balances ● Transaction history ● Account transactions ● Checking account information ● Wire transfer instructions <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Metropolitan Commercial Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Metropolitan Commercial Bank share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes - information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call 1-866-363-8226 or go to www.mcbankny.com	

What We Do	
How does Metropolitan Commercial Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does Metropolitan Commercial Bank collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ● Open an account ● Apply for financing ● Provide account information ● Give us your contact information ● Show your driver's license We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ● sharing for affiliates' everyday business purposes - information about your creditworthiness ● affiliates from using your information to market to you ● sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> ● <i>Metropolitan Commercial Bank does not share with our affiliates.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> ● <i>Metropolitan Commercial Bank does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ● <i>Our joint marketing partners include credit card account companies.</i>
Other Important Information	
<p>For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization.</p> <p>For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. Further, we may collect personally identifiable information about you through our website, including but not limited to your first and last name, home address, e-mail address, telephone number, or any other identifier that permits the physical or online contacting of a specific individual. If we change our privacy policy for our website, you will be notified as required by law.</p> <p>For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization.</p> <p>For Vermont Customers.</p> <ul style="list-style-type: none"> ● We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. ● Additional information concerning our privacy policies can be found at www.mcbankny.com or call 1-866-363-8226. 	

SCHEDULE A

SCHEDULE OF ALL FEES AND CHARGES FOR Equals Money Corporate Prepaid Mastercard®

ALL FEES	AMOUNT	DETAILS
Get started		
Virtual card creation fee	\$0.00	No fee
Physical card purchase fee	\$25.00	Per card fee for new physical card issue
Card activation fee	\$0.00	No fee
Account registration fee	\$0.00	No fee
Monthly usage		
Monthly Account Fee	\$0.00	No fee
Add money		
Value Load	\$0.00	No fee
Direct Deposit	\$0.00	No fee
Card-to-card transfer (within same account)	\$0.00	No fee
Load account (Bank-to-account transfer)	\$0.00	No fee
Spend money		
POS PIN debit purchase	\$0.00	No fee
POS Signature purchase	\$0.00	No fee
ATM Withdrawal (US)	\$0.00	Plus third party ATM operator fees, if any.
Information		

Customer service (automated system)	\$0.00	No fee
Customer service (live agent)	\$0.00	No fee
ATM Balance Inquiry	\$0.00	Plus third party ATM operator fees, if any
Using your card outside the U.S.		
POS PIN Debit Purchase (with currency conversion)	\$0.00	No fee
POS Signature Purchase (with currency conversion)	\$0.00	No fee
POS PIN purchase (declined) (int'l)	\$0.00	No fee
POS SIG purchase (declined) (int'l)	\$0.00	No fee
ATM Balance Inquiry (Int'l)	\$0.00	Plus third-party ATM operator fees, if any
ATM Withdrawal (with currency conversion)	\$0.00	Plus third-party ATM operator fees, if any
Other		
Inactivity	\$50.00	Per month, if no activity after 24 months
Close card	\$0.00	No fee
Close account	\$0.00	No fee
Replacement card (domestic)	\$25.00	Physical card replacement fee
Expedited replacement card (domestic)	\$65.00	Cost for expediting delivery within the US, per physical card
Replacement card - send overseas (intn'l)	\$75.00	Cost for international delivery, per physical card

Register your card for FDIC insurance eligibility and other protections. Your USD funds will be held at or transferred to Metropolitan Commercial Bank, an FDIC-insured institution. Once there, your funds are insured for the benefit of the Business 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 for details.

No overdraft/credit feature.

Contact **Equals Money PLC** by calling **1-833-295-3757**, by mail at **Equals Money PLC, Vintners' Place, 68 Upper Thames Street, London, EC4V 3BJ, United Kingdom**, or visit **equalsmoney.com**.

Equals Money PLC: Terms of Use - International Payments

This agreement (the “Agreement”) sets forth the terms and conditions governing your use of the Service (the “Service”) as specifically described herein in Section 1. Please read it carefully as it contains important terms, including terms governing disputes and requiring use of arbitration.

Read this Agreement and keep it for your records. By using the Service, you agree to the terms of this Agreement and agree that you will comply with all applicable laws.

As used herein, the term “Bank,” means Metropolitan Commercial Bank, “Company” means Equals Group PLC, and “we,” “us,” and “our” means both the Company and Bank except where the context would require that it mean only one of us. “Client,” “You,” and “your” means the legal person that is using (through Authorized Persons, as explained further below) the Service to conduct international funds transfers under this Agreement.

1. THE SERVICE

1. The Service is a funds transfer service which permits you to transfer funds to recipients outside of the United States (“Recipients”) via electronic funds transfer, wire transfer or other electronic methods, which may include the use of a user interface or application program interface (“API”) operated by Company, by debiting or crediting of your bank account, buying or selling of foreign currency, including the following transaction types, and any other global payment solutions provided by us from time to time (any instruction to send money under this Agreement, a “Transaction”):
 - Forward Transaction – means a Transaction for which a sale and purchase rate of exchange is agreed on a particular date and for which the Settlement Date is a date falling more than two Business Days (as defined herein) after the date the Transaction is agreed, as evidenced by the Bank providing to you a Confirmation (as defined in this Agreement).
 - Spot Transaction – means a Transaction for which the Settlement Date is two Working Days after the Transaction is agreed or such earlier date as the Company may, in its discretion and in accordance with the practice of the London Foreign Exchange market, agree. If your Transaction is accepted by the Company, the funds will be available to the Recipient on the date and pursuant to the terms set forth in the email confirmation provided to you by the Company pursuant

to Section 3.2 of this Agreement (such date, the “Settlement Date”).

2. The Bank is a federally insured financial institution chartered under the laws of the State of New York and an Originating Depository Financial Institution. You are responsible for transmitting funds directly to the Bank in USD in order to effect cross border transfers, as described in this Agreement. The international remittance of funds to the Recipient is performed by FairFX (trading as Equals) outside of the United States.
3. The Service, as described herein, may be amended by us at any time, upon notice to you, as set forth in this Agreement. Moreover, we retain full discretion to refuse to complete any Transaction at any time.
4. You must approve individuals to conduct Transactions on your behalf (each such person, an “Authorized Person”). Authorized Persons may be so designated on your registration form. You may amend such list of Authorized Persons may be amended at any time upon written notice to the Company under Section 12 of this Agreement. You agree to ensure that Authorized Persons understand and abide by all of the obligations and limitations to which you are subject under this Agreement. The acts or omissions of an Authorized Person shall be regarded as your acts and omissions regardless of whether, in fact, those acts or omissions were authorized by, for your benefit or on your behalf.

2. YOUR REPRESENTATIONS AND UNDERTAKINGS

1. You represent as of the date of each Transaction and its Settlement Date that:
 1. You are acting as principal in the Transaction, have full power and authority to enter into the Transaction and are the beneficial owner of all Cleared Funds (as defined herein), and all other funds transferred to the Bank hereunder free from any charge or encumbrance;
 2. You are located in the United States and hold a USD bank account (a) that will be the source of funds for transfers using the Service (b) that is, unless you are acting as an agent as set forth in Section 2.1(v), is held in your name and (c) over which you have legal authority and control;
 3. The information you have provided in relation to the Transaction is accurate and current and that any further information required by us relevant to a Transaction will be accurate and complete;
 4. You are not violating any laws or regulations by entering into or performing any part of this Agreement or by otherwise using the Service;
 5. You are not an agent acting for an undisclosed principal or third party beneficiary. In the event that you seek to use the Service on behalf of a

- third party, you agree to provide certified copies of identification evidence of such authorizations that you have received from the third party and obtain express approval from the Bank before acting on that third party's behalf;
6. You consent to having your – and as relevant, your Authorized Persons' – details including confidential personal information and financial information, used by us for the purpose of the provision of the Service;
 7. You are aware that the Service is managed by Company at the Bank's direction and subject to the Bank's rules and procedures, and that Company is operating as a service provider to Bank.
 8. The Transaction is for commercial purposes only and not for purposes of market or currency speculation;
 9. The Transaction is not for any prohibited purpose, as described in Section 2.4 herein.
2. To assist in the fight against the funding of terrorism and money laundering activities, Federal law requires us to obtain, verify and record information that identifies each person to whom we provide certain types of services. Prior to being permitted to use the Service, the Company will require you to provide, in connection with Authorized Persons, owners and other Client personnel we deem appropriate, information including name, physical address, unexpired U.S. government issued photo identification, U.S. Taxpayer Identification number, date of birth, phone number, and email address (for individuals), or the name, address, U.S. Employer Identification Number (EIN) and incorporation number (for companies), and other information that will allow us to identify such persons (the "KYC Information"). KYC Information may also include, without limitation, your documents of incorporation and bylaws, as well as and where relevant, the U.S. passport, U.S. based driver's license, or other U.S. government issued photo identification document of your principals, key executives and beneficial owners. The Company may also contact you with additional questions and periodically ask you to re-confirm these details. You undertake to provide us, upon request, with any and all information that we may request.
 3. 2.3 All U.S. persons, including U.S. banks, must comply with the regulations of the U.S. Department of Treasury's Office of Foreign Assets Control. This means that we may reject (return) or institute a hold on any funds sent to you if you or the Recipient (or any other party related to or benefitting from the Transaction) is a Specially Designated National or falls into the scope of a country-based or other sanction program (any such party, a "Sanctioned Person"). You agree that you will not use the Service to send funds to, or

otherwise engage in any business involving, a Sanctioned Person.

4. 2.4 You agree not to use the Service for any unlawful activity, and we reserve the right to investigate any suspicious activity or in response to any complaints or reported violations. When investigating any such activity, we reserve the right to pause a Transaction, hold funds or suspend your access to the Service, to report suspected unlawful activity to any appropriate regulatory or similar authority or person, and to provide such authority or person any relevant information, including personal data. More specifically, you are not permitted to use the Service in connection with:
 1. the creation, facilitation, sale or distribution of any prohibited or illegal good or service or an activity that requires a governmental license where Recipient lacks such a license;
 2. the creation, facilitation, sale or distribution of marijuana or marijuana paraphernalia, regardless of whether or not such sale is lawful in your jurisdiction or the jurisdiction of your Recipient;
 3. the creation, facilitation, sale or distribution of any material that promotes violence or hatred;
 4. the creation, facilitation, sale or distribution of adult content including, but not limited to, online dating or marriage services, pornographic services and goods, and adult entertainment-related activities;
 5. the creation, facilitation, sale or distribution of goods or services that violate the intellectual property rights of a third party;
 6. the sale, distribution or exchange of crypto currencies;
 7. any Ponzi-scheme or pyramid selling;
 8. any gambling or regulated financial services you or the Recipient may provide;
 9. the facilitation, sale or distribution of firearms or other weapons, military or defense items (including military software or technologies), chemicals, prescription medications, seeds or plants, dietary supplements, alcoholic beverages, tobacco goods, jewels, precious metals or stones; or
 10. any consumer (personal, family or household) use.
5. It is your responsibility to ensure that you and all Authorized Persons keep safe any password or other access credentials which you or any Authorized Person may at any time be required to use to access any part of the Service. Should you become aware of, or suspect that, an unauthorized person or third party has knowledge or access to their password, you must inform the Company immediately.

3. YOUR INSTRUCTIONS TO BANK; CONFIRMATION

1. To initiate a Transaction, you or an Authorized Person will use the secure website, email or give written or verbal Transaction instructions, subject to applicable security procedures, to the Company, which will form a binding and irrevocable commitment on your part.
2. We will email you a confirmation of each Transaction ("Confirmation").
3. In the case of discrepancies, errors or omissions in a Confirmation, you must notify us immediately by telephone or email but in any event no later than the end of the Business Day on the date of the Transaction. You expressly acknowledge and agree that any failure timely to notify us of any such discrepancies, errors or omissions may prevent correction at a later time.
4. A Transaction, once submitted, may not be amended, altered or cancelled without our written consent. We reserve the right to withhold such consent in our sole discretion, including without limitation when we have acted on the Transaction to our detriment.
5. We retain the right to refuse to accept your instruction and are under no obligation to enter into a Transaction should we choose not to do so.

4. YOUR FINANCIAL OBLIGATIONS FOR TRANSACTIONS

1. You agree to pay for each Transaction by transferring Cleared Funds for the full amount specified in the Confirmation from your bank account into a bank account designated by us on or before the Settlement Date using an "ACH Push" (i.e., an ACH transaction you initiate) or domestic wire transfer (such funds, the "Cleared Funds"). No other payment methods are accepted. We reserve the right to require such funds transfer to be completed one (1) Business Day before the Settlement Date. You acknowledge that Cleared Funds are transferred to the Bank, as the Company does not accept funds under the Service.
2. On confirmed receipt of the Cleared Funds, the Bank or its designated service provider will pay to the Recipient the amount stated in the relevant Confirmation except to the extent (i) required by law to deduct sums in respect of taxation, (ii) to deduct amounts incurred in transfer fees (as set out in the Fee Schedule), or (iii) where you owe us amounts for Transactions and which have not been settled in accordance with this Agreement.
3. The Bank will not make, nor will cause Company or any other service provider to make, any payment on your behalf until the Cleared Funds have been received, and cannot accept responsibility for a delay in onward payment due to the late arrival of your funds. You expressly agree and acknowledge that banks have cut-off times, after which they will not accept same-day payment instructions, and that it is your responsibility to be aware of, and comply with, these cut off times.

4. All payments made or owed to us for the Service under this Agreement are to be made in full without set-off, counterclaim or deduction whatsoever.
5. If you do not remit Cleared Funds to the Bank by the Settlement Date, we reserve the right to charge you a daily penalty until such funds are received, as specified in the Fee Schedule.

5. YOUR FUNDS

1. You acknowledge that your funds will be held with those of other clients of the Service in an account or accounts at the Bank or another financial institution designated by the Bank.
2. You will have no fiduciary rights or claims against the Bank in respect of any of its funds held in such account or accounts. Once delivered to Bank or other intermediary, the funds are no longer under your control or considered your property and your only interest is in successful transfer to the Recipient in accordance with and subject to this Agreement.
3. You acknowledge that we are under no obligation to pay interest on any funds held on your behalf in any account.

6. COMMISSIONS, CHARGES, MARGINS

1. Commissions and charges such as transfer charges due in respect of a Transaction shall be included in the Confirmation and will be paid by you in full by the Settlement Date from the Cleared Funds.
2. An initial margin of 10% of the value of the Transaction (unless we agree in advance to a lower amount) (the "Initial Margin") is required for each Forward Transaction to protect us against adverse exchange rate movement between the date of Transaction and the Settlement Date, and should be paid within two Business Days after the date of the Transaction. The remaining balance of the Transaction shall be paid on or before the Settlement Date.
3. You will be required to pay a further margin (a "Margin Call") on demand by us in the event that the Initial Margin is insufficient (as determined in our sole discretion) to cover the risk of adverse exchange rate movements.
4. All margin you provide in accordance with this Agreement may be forfeited in the event that we incur any liability or loss in respect of any Transaction in which you fail to fulfil your obligations under this Agreement.
5. In respect of Forward Transactions, we reserve the right to transfer margin you provide to the Bank's counterparty financial institution as margin to cover the corresponding Forward Transaction entered into by Company.
6. If a payment is returned to us, we may charge an administrative fee to resend the funds to the Recipient as set forth on the Fee Schedule.

7.

8. REFUSED, TERMINATED OR REVERSED TRANSACTIONS; TERMINATION OF THIS AGREEMENT

1. We have the right to refuse, terminate or reverse a Transaction, or otherwise limit, suspend or terminate your use of the Service if:
 1. You shall fail to make any payment in respect to a Transaction, when due and in accordance with this Agreement;
 2. You breach any provision of this Agreement or any applicable law;
 3. it becomes or reasonably may become unlawful for us to fulfil one or more of our obligations under this Agreement;
 4. if we are requested to decline or cancel a Transaction (or any part thereof) by any regulatory authority whether or not the request is legally binding;
 5. we in our absolute discretion consider it desirable or necessary to do so for our own protection, including as a result of security, reputational or legal risks associated with the Transaction or Recipient;
 6. in the event that you are unable to meet your obligations as they become due or have a bankruptcy petition presented against you, or if you cease or threaten to cease all or part of your business; or
 7. any of the events specified above or anything comparable thereto occurs under the laws of any applicable jurisdiction.
2. We will promptly notify you of such refusal, termination or reversal to the extent permissible under applicable law.
3. If you become aware of the occurrence of any event referred to in Section 7.1 above, you must provide us immediate notice of such event.
4. If you fail to make a payment due in respect of any Transaction, we shall be entitled to impose interest on such unpaid items at a rate of prime +3% calculated on a monthly basis from the date payment was due to the date payment is received.
5. We may immediately terminate this Agreement at any time without prior notice if:
 1. we determine in our sole discretion you are not eligible to use the Service or are using the Service for an impermissible purpose;
 2. you materially breach the law or the terms of the Agreement;
 3. you engage in behavior that we in our sole discretion view as suspicious or otherwise of concern
 4. duplicate accounts are opened for the same person; or
 5. we are unable to contact you by the telephone number or email address you have provided.
6. You may terminate your participation in the Service at any time by contacting

the Company. Termination, whether by you or by us, shall not affect prior Transactions or (except where required by law) obligations under this Agreement existing at the time of termination. Upon termination, we will retain records of your Transaction history in accordance with regulatory requirements and our retention policies.

9. INDEMNITY

1. You shall indemnify, defend and hold harmless the Bank and Company from and against all liabilities, claims, losses and costs, including but not limited to attorneys' fees, incurred by the Bank, Company or any third party arising out of the breach by the you, or any Authorized Person, of this Agreement.

10.DISCLAIMER OF LIABILITY; LIMITATION OF LIABILITY

1. Disclaimer of Liability. In providing the service to you, neither we nor any of our affiliates, holding companies, subsidiaries, employees, officers, directors, agents, service providers or subcontractors, make any express warranties or representations to you with respect to the service or this agreement, and all implied and statutory warranties and representations, including without limitation any warranty of fitness for a particular purpose, merchantability and non-infringement are hereby expressly disclaimed to the maximum extent permitted by applicable law. In no event shall we or any of our affiliates, holding companies, subsidiaries, employees, officers, directors, agents, service providers or subcontractors be liable to you or any third party with respect to the service or this agreement for any indirect, special, consequential, punitive, exemplary or incidental damages, whether based on negligence, willful misconduct, tort, contract or any other theory of law, or for any damages for loss of data, loss of income, failure to realize expected revenues or savings, loss of profits or any economic or pecuniary loss. We further disclaim any and all liability for any goods or services bought or sold by you that are settled through your participation in the service.
2. Disclaimer of Liability. Neither we nor any of our agents, affiliates, holding companies, subsidiaries, employees, officers, directors, service providers or subcontractors will be liable:
 1. For losses or damages alleged to result from our failure to properly complete a Transaction;
 2. For losses or damages alleged to result from our delay in completing a Transaction;
 3. If, through no fault of ours, you failed to timely deposit sufficient funds with us to make the Transaction, either with respect to the Cleared Funds or otherwise;
 4. If your system or device was not working properly during use of the

Service and you knew about the breakdown when it started the Transaction;

5. For errors made by you or a Recipient, such as making a transfer to an unintended person or transferring an unintended amount;
6. For errors by or related to your bank or the bank of Recipient, such as the provision of incorrect bank account information;
7. For losses or damage arising from your misuse or inability to use the Service, whether due to reasons within our control or not;
8. For losses or damage to you or Recipient from our inability to complete a Transaction because we are prohibited to do so by law or for losses or damage caused as a result of actions taken due to our obligations under applicable law or order; or
9. Due to circumstances beyond our control that prevent or affect the Transaction, despite reasonable precautions that we have taken.

11. GENERAL

1. You accept that foreign exchange markets are subject to volatility and that any Transaction is time critical and therefore time shall be of the essence in respect of any of your obligations.
2. We, at our sole discretion, may provide you with information on practical aspects of engaging in cross-border, multiple-currency transactions. However, you enter into each Transaction at your own discretion and risk and may not rely on us for advice on the timing or terms of any Transaction nor on the then current state of the foreign exchange or other market conditions or future direction of exchange rate movements.
3. You agree that we may, at our sole discretion, obtain a credit report on you for the purpose of ascertaining your financial status or similar purposes.
4. We may amend this Agreement at any time by providing you prior written notice. Such amendment shall be binding from the date of such notice. Any such amendment shall not be retrospective or affect the rights or obligations that may already exist in respect of any then-pending Transaction.
5. No failure or omission by either of us to carry out our obligations under this Agreement or any Transaction shall give any rise to any claim against us if such failure or omission is due to any abnormal or unforeseeable circumstances beyond the our control (such as acts of God, terrorism, war, government action or natural disaster), the consequences of which would have been unavoidable despite all of our efforts to the contrary. We shall provide you notice if we are unable to fulfill our obligations and shall resume the performance of such obligations as soon as reasonably practicable after the removal of such circumstances.

6. You agree that nothing in this Agreement shall be deemed a partnership, joint venture or agency relationship between the parties.
7. You may not assign or otherwise transfer the benefit of any agreement without our written consent.
8. We may from time to time – by telephone, email or other electronic communication, fax or post – provide you with information relating to other services that either of us can offer. We may also notify you of significant movements in exchange rates, but we are under no obligation to and should not be relied upon to do so.
9. The Bank may use agents and service providers to assist in providing the Service. The Company administers and manages the Service on behalf of the Bank, including the provision of marketing, customer service and administrative services on behalf of and under the oversight of the Bank.
10. For purposes of this Agreement, “Business Day” shall mean any day, other than a Saturday, Sunday, federal or New York state holiday, on which the Bank’s offices are open for business.
11. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected.
12. This Agreement and any document expressly incorporated into it constitutes the whole agreement between us and supersedes any previous discussions, correspondence, arrangements or understandings between us.

12. GOVERNING LAW; ARBITRATION

1. This Agreement is entered into in order to provide the Service, which involves cross-border payment transactions. This Agreement and any claim or controversy arising out of or relating thereto, including any claim in connection with the Service (collectively, a “Claim”) is therefore governed by, and you agree to submit to, the laws of the State of New York, United States and applicable federal law without regard to conflicts or choice of laws principles, whether or not you live in New York.
2. Arbitration. You hereby consent to arbitration of all claims before a single arbitrator. The arbitrator will be selected and the arbitration conducted pursuant to the commercial arbitration rules of the American Arbitration Association, as then in effect (or any successor rules). No “class” or similar group arbitration shall be permitted. All arbitration hearings or similar proceedings shall be held in New York, New York, although you may elect telephonic proceedings or waive any hearing. The AAA commercial arbitration rules and consumer arbitration rules are available for review at:

<https://www.Adr.Org/aaa/faces/rules> (click rules, then click commercial arbitration rules and mediation procedures, or consumer arbitration rules, respectively). Any arbitral award shall be final and binding and may be enforced by any court of competent jurisdiction. You understand that, in return for your agreement to this section, we are able to offer you the service at the terms designated, and that your assent to this section is an indispensable consideration to this agreement. You also acknowledge and understand that, with respect to any claim: • You are giving up your right to have a trial by jury; • You are giving up your right to have a court resolve any such dispute; and • You are giving up your right to serve as a representative, as a private attorney general, or in any other representative capacity, or to participate as a member of a class of claimants, in any arbitration or lawsuit involving any such dispute. This Section is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C.1-16.

13.NOTICES TO US

1. If you have any problems using the Service, you should contact Equals Group Plc at +1 833-295-3757 or enquiries@equals.co. All notices permitted or required under this Agreement shall be delivered via email to enquiries@equals.co or via post to: 3rd Floor, Vintners' Place, 68 Upper Thames St, London EC4V 3BJ

14.CONSENT TO TRANSACT IN ELECTRONIC FORMAT

1. The Service is an electronic commerce relationship. Therefore, by subscribing to the Service, you acknowledge and expressly agree that transmission of Service Communications (as defined below) and any document delivered to you in connection with the Service shall be executed using electronic signatures, as applicable, and delivered in electronic format. Such electronic documents shall suffice to bind the parties thereunder in the same manner as if an original document or signature had been delivered. Unless otherwise required by applicable law, the following categories of information ("Service Communications") will only be provided by electronic means and not in paper format or through other non-electronic means: (i) this Agreement and the applicable Privacy Policy and any amendments, modifications or supplements to them; (ii) your records of Transactions through the Service; (iii) any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law; (iv) any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service; and (v) any other communication related to the Bank, Company or the Service. Access to electronic disclosures will be provided by way of the

internet. Your history of use of the Service is available for viewing online from your account on the Service website. In order to view these disclosures, you will need a hardware device that can access the internet via modem or other form of connection. Your hardware device must run on an appropriate operating system. You must be able to access the internet to access our website. Additionally, standard, widely available internet browser software is required to access the disclosures from a personal computer, and to view and download certain documents (including this Agreement) Adobe Acrobat Reader software is required. If you require a printed copy of your Transaction history, you can request this by calling +1 833-295-3757 or emailing enquiries@equals.co. You may obtain these documents in paper form without charge by printing them yourself. You may withdraw your consent to receive all Service Communications and documentation electronically by contacting Equals Group at enquiries@equals.co or via telephone at +1 833-295-3757. If you choose to withdraw your consent, your use of the Service shall be terminated. We recommend you download or print a copy of this Agreement for your records.

15.PRIVACY

1. We treat your privacy seriously. We share your information provided in connection with the Service with our agents and service providers to provide you with the Service. Please see the Bank's Privacy Policy, available here (or at <https://www.metropolitanbankny.com/ContentDocumentHandler.ashx?documentId=35081>) for comprehensive information concerning our collection, use and disclosure of your information. In addition, if you become aware of any breach in the confidentiality or security of the data relating to your use of the Services, you must provide prompt written notice to the Bank and the Company.