

B4B Payments Incentive Prepaid Visa® Corporate Card Cardholder Agreement
IMPORTANT – PLEASE READ CAREFULLY

1. Terms and Conditions for the B4B Payments Incentive Prepaid Visa® Corporate Card. This document, including the “Schedule of Fees and Charges (Schedule A),” is an agreement (“Agreement”) containing the terms and conditions that apply to the **B4B Payments Incentive Prepaid Visa® Corporate Card** issued by Metropolitan Commercial Bank (Member FDIC) pursuant to a license from Visa U.S.A. Inc. “Metropolitan Commercial Bank” and “Metropolitan” are registered trademarks of Metropolitan Commercial Bank © 2014. “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 **B4B Payments Incentive Prepaid Visa® Corporate Card** is B4B Payments (USA), Inc. and the Customer Service telephone number is the toll-free number on the back of your Card, or 1-855-485-7697, or internationally +1-617-275-2263, or the telephone number on the back of your Card.

2. Definitions. In this Agreement, “Card” means a **B4B Payments Incentive Prepaid Visa® Corporate Card** 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 B4B Payments (USA), Inc., 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 9-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. 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 B4B Payments Incentive Prepaid Visa® Corporate Card, 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’ 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 his or her 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 revert to the Business upon Card expiration date.

The Business may have as many Card Accounts as we shall allow in 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.

The Business must notify us to revoke any Cardholder's authorization to use a Card. The Business may do this through the B4B Payments Incentive Prepaid Visa® Corporate Card Mobile App, by calling the number on the back of any Card or toll-free at 1-855-485-7697, internationally +1-617-275-2263, by visiting www.b4bpayments.com, or by writing to B4B Payments (USA) Inc., 40 Washington Street, Suite 150, Wellesley, MA 02481. 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 toll-free at 1-855-485-7697, or internationally +1-617-275-2263. Once we receive 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.

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."

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 may be used to obtain cash at Automated Teller Machines ("ATMs") or to obtain cash back from a retailer as part of a Point-of-Sale transaction. Cards and Card Numbers shall not be used for illegal gambling or any other illegal purpose. Cardholders shall not preauthorize a merchant to make recurring transfers from their Cards. Cardholders shall not exceed the value available on their Card or the Daily Purchase Limit (as defined in the table below). 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 not 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 \$8,000 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:

Transaction/load type	Maximum amount
Maximum balance on the card	\$8,000 (includes all cash and direct deposit loads)
Purchases (POS)	\$8,000 per day (the “Daily Purchase Limit”)
ATM Withdrawal	\$1,000 per day
Value loads	Any combination of the load types listed below to not exceed the maximum balance of \$8,000 per day

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 call the number on the back of their Card, or toll-free at 1-855-485-7697, or internationally +1-617-275-2263, or send notice through www.b4bpayments.com, or write to the Program Manager at B4B Payments (USA) Inc., 40 Washington Street, Suite 150, Wellesley, MA 02481.

9. 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 \$8,000. The maximum aggregate value of funds on any Card may not exceed \$8,000 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.

10. Split Transactions. Cardholders may 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.

11. 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.

12. Obligation for Negative Balance Transactions. 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 in the event of a negative balance.

13. Authorization Holds. You do not have the right to stop payment on any purchase transaction originated by use of a Card. 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.

14. 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 days from the date the refund transaction occurs.

15. 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 toll-free at 1-855-485-7697, or internationally +1-617-275-2263. The Business agrees that it will not permit any Cardholder to use 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.

16. 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 Corporate Prepaid Visa Card in a currency other than US Dollars, Visa will convert the charge into a US Dollar amount. The Visa currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by Visa. The exchange rate Visa 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.

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

18. 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.

19. 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.

20. 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 access to a Card has been blocked after it, the associated PIN or any Access Code is reported lost or stolen; (4) if there is a hold or the funds are subject to legal process or other encumbrance restricting their use; (5) if we or the Program Manager have reason to believe the requested transaction is unauthorized; (6) 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 (7) for any other exception stated in this Agreement.

21. In Case of Errors or Questions about the Card. 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 Visa 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 toll-free at 1-855-485-7697, or internationally +1-617-275-2263, or sending notice through www.b4bpayments.com, or writing to the Program Manager at B4B Payments (USA) Inc., 40 Washington Street, Suite 150, Wellesley, MA 02481. 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.

22. 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 toll-free at 1-855-485-7697, or internationally +1-617-275-2263, or send notice through www.b4bpayments.com, or write to the Program Manager at B4B Payments (USA) Inc., 40 Washington Street, Suite 150, Wellesley, MA 02481. You should also call or toll-free number at 1-855-485-7697, or internationally +1-617-275-2263, 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.

23. 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 the Card or 1-855-485-7697, or internationally +1-617-275-2263. 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.

24. 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.

25. 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 toll-free at 1-855-485-7697, or internationally +1-617-275-2263. 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.

26. 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 prerecorded 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 toll-free at 1-855-485-7697, or internationally +1-617-275-2263, or B4B Payments (USA) Inc., 40 Washington Street, Suite 150, Wellesley, MA 02481.

27. 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.

28. 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.

29. 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 B4B Payments Incentive Prepaid Visa® Corporate Card.

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 e-mail notice we send to you at the time the information is available, or (2) by posting such communications at www.b4bpayments.com.

It is the Business' responsibility to provide us with your true, accurate and complete e-mail 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 e-mail address) through www.b4bpayments.com or by calling the number on the back of your Card or toll-free at 1-855-485-7697, or internationally +1-617-275-2263.

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 A

SCHEDULE OF ALL FEES AND CHARGES FOR B4B Payments Incentive Prepaid Visa® Corporate Card

All fees will be reduced from the funds on the Card

State: ALL

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 transactions for withdrawing cash at an ATM up to the limit permitted in the table in section 7. Third-party fees may also apply.
ATM withdrawal out-of-network (domestic)	\$1.75	We charge a \$1.75 fee per transaction for withdrawing cash at an ATM up to the limit permitted in the table in section 7. Third-party fees may also apply.
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 US dollars at the time of the cash withdrawal transaction at an ATM outside of the U.S. Third-party fees may apply.
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 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 fee	\$3.00	The Inactivity fee is effective after 90 consecutive days with no transactions and will be charged monthly until a transaction occurs.
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 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](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.