

# Business Deposit Account Agreement

## General Agreement

This agreement (**Agreement**) is the contract between you, the depositor (**you**) and Cross River Bank, a New Jersey State Chartered Bank (the **Bank, we, us, our**), that governs your Business Checking Account (**Account**). Meow Technologies Inc is a service provider that performs certain services related to your Account on Cross River Bank's behalf. This agreement explains how your Account works, what fees are applicable to your Account, how our various services work, and the policies, terms and conditions that govern your Account. By accepting this Agreement, submitting an application for an Account, or by using any of our deposit account services, you agree to the terms in this Agreement. Other products or services offered in connection with the Account, such as the Meow Technologies Inc website (**Website**), may have additional agreements that you will be required to accept. This Agreement also refers to and includes other disclosures, such as our Funds Availability Policy or Privacy Policy ("Disclosures"), which are incorporated herein by reference.

## General Rules

The following rules apply to Your account:

1. **Deposits.** Deposits may be made electronically through the Meow Dashboard. We may refuse to accept particular checks or similar instruments as a deposit to your account at our discretion. The terms of our Disclosures will control the determination of the banking day deposits are deemed received by us and when they will be available for withdrawal. If any check or similar instrument you deposit to your account is returned unpaid, we have the right to debit your account for the amount of such item and adjust any related interest earned. You will, in any event, be liable to us for the amount of any check or similar instrument you deposit to your account that is returned unpaid, plus our costs and expenses associated with collection of all or any part of such amount from you, including reasonable attorney fees whether incurred at trial, on any appeal therefrom or otherwise. Deposits may be subject to a service charge.
2. **Collection of Deposited Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions. This provision also applies to any remotely created check that you may deposit into your account. A remotely created check, as defined in Regulation CC, means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payor. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any

manner, and to obtain from you the payer's express, verifiable authorization for any such item.

3. **Unlawful Internet Gambling.** Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling.

4. **Set-offs and Liens.** We may set-off funds in your account and any other accounts held by you to pay any debt you may owe us. In addition, you grant to us a security interest in your deposit and any reserve accounts to secure any debt you may owe us in any non-consumer transaction.

5. **Claims.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Fee Schedule

6. **Expenses.** You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute, attachment, garnishment, levy or subpoena of records involving your account, including reasonable attorneys' fees whether incurred at trial, on any appeal therefrom or otherwise, to the extent permitted by law. You authorize us to deduct such loss, cost, or expense from your account without prior notice to you.

7. **Dormant Accounts.** You understand that if your account is dormant, you may be charged the fee specified in the Fee Schedule and we may stop paying interest to the extent permitted by law and your account balance may be escheated (that is, turned over to the state) in accordance with state law. If your account balance is escheated, you agree that we are relieved of all responsibility for the balance escheated.

8. **Escrow, Trust, Fiduciary and Custodial Accounts.** When your account is set up as an escrow, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

9. **Additional Documents to Open Account.** You agree to supply us with a separate authorization informing us of the authorized signer(s), if requested to do so and to provide any other related document requested by us.

10. **Signatures.** You agree that your use of electronic means to apply for, access, or manage your account including but not limited to submitting applications, clicking to accept terms, initiating transactions, or accessing your account using login credentials and multi-factor authentication; constitutes your legally binding signature. Such actions will be deemed to have the same force and effect as if you had signed manually in writing. You authorize us, at any time, to charge your account for checks, payment orders, transfers, or other transaction instructions initiated through authorized electronic channels, regardless of by whom or by what means they were authorized, so long as those instructions were authenticated in a manner reasonably believed by us to be valid. We may rely in good faith on any instruction, communication, or transaction initiated through your registered login credentials, designated devices, or other approved authentication methods. You are solely responsible for maintaining the security and confidentiality of your account credentials, authentication devices, and any third-party tools or integrations you authorize to access your account. Any transaction or instruction received using your verified credentials or through your authorized access channels will be deemed authorized by you, regardless of whether the person initiating the transaction was in fact authorized to do so. You acknowledge that we may process payment instruments and other items (such as checks or withdrawal requests) using automated systems without individual verification of signatures or endorsements. Unless we have expressly agreed in writing, at our sole discretion and upon your request due to unique circumstances, to review such items manually, you agree that automated processing without individual review is commercially reasonable and standard industry practice. You agree to indemnify, defend, and hold us harmless from and against any loss, liability, cost, or damage (including

reasonable attorney's fees and costs, whether incurred at trial, on appeal, or otherwise) arising out of our reliance on electronic or automated processing practices as described above.

11. **Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

12. **Fees, Service Charges and Balance Requirements.** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Fee Schedule or Disclosures.

13. **Amendments and Alterations.** Notice will be given to you if we change the terms of this Agreement at any time by mailing notice to your address shown on our records, by posting a notice of any such changes at our main office, or by whatever notice requirements that may be required by law.

14. **Notice.** You are responsible for notifying us of any address change or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us.

15. **Telephone and Electronic Communication.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an auto-dialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

16. **Closing Account.** We may close your account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you may be entitled. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

17. **Transfers and Assignments.** You cannot assign or transfer any interest in your account unless we agree in writing.

18. **Effective Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state where this account is opened except to the extent that federal law is controlling and includes, but is not limited to, Article 4A of the Uniform Commercial Code. Changes in these laws and regulations may modify the terms and conditions of your account. We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement conflict with applicable law and are declared to be invalid or unenforceable, those terms will be ineffective to the extent of the conflict and the applicable law will govern. The remaining provisions will remain unaffected.

- **ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. You further agree that all wire transfers you send are governed by the Online Wire Transfer Agreement incorporated herein and made a part hereof. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you receive or originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number, which includes without limitation any and all subledger numbers, to make payment. We may rely on the number even if it identifies a financial institution, person, or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made. You further agree that all ACH transfers initiated by you are governed by the ACH Originator Agreement incorporated herein and made a part hereof.

- **Provisional Payment.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in

connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

- **Notice of Receipt.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

- **Choice of Law.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New Jersey.

- **International ACH Transactions.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

19. **Checks.** All negotiable instruments presented for deposit must be in a format that can be processed, and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsement must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met, and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement. You agree to get pre-approval from us prior to the first use of any checks.

20. **Electronic Checks.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes

21. **Substitute Checks.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that You receive back from us may be substitute check(s).

22. **Preauthorized Checks or Drafts.** You should guard information about your account (such as our routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

23. **Non-Sufficient Funds and Overdrafts.** If Your account lacks sufficient funds available to pay a check, preauthorized transfer, or other debit activity presented for payment, we may (1) return the item, or (2) pay the item at our discretion. If we return the item without paying it, we may charge you a non-sufficient funds fee. If we do pay the item on your behalf, you will be responsible to pay the overdrawn balance and an overdraft fee. Overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Our handling of these items may subject your account to a fee as disclosed in the Fee Schedule or other Disclosures. Unless we advise you otherwise, we will process checks and other debit items in an order determined in our sole discretion

24. **Stop Payments.** If you request us to stop payment on a check you have written or on an electronic fund transfer (EFT) debit transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Your stop payment request must describe the item or account with reasonable certainty, and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. Stop payments on checks or drafts are effective for 6 months. Stop payments on EFT debit transfers will remain in effect until the

earliest of either your withdrawal of the stop payment order; the return of the debit entry; or, six months from the date of the stop payment order, unless it is renewed in writing. You may be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the authorized signers of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or a series, unless our policy requires, we open a new account for you to ensure your security. Written communication includes communication by electronic record.

25. **Statements.** We will provide you with a periodic statement showing the account activity. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies, including any subledger activity if applicable, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us, you will have no claim against us. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

26. **Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable to you for paying any stale or postdated check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur, and which we may be liable for, are limited to actual damages not to exceed the amount of the check.

27. **Check Safekeeping.** If you can write checks on your account and utilize check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. When you request a copy of a check it may be subject to a fee as defined in the Fee Schedule.

28. **No Waiver.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

#### Arbitration

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. THIS SECTION (ALSO REFERRED TO HEREIN AS THE "ARBITRATION PROVISION") PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT AND THE RIGHT TO HAVE A JURY DECIDE A DISPUTE. YOU HAVE THE RIGHT TO OPT OUT OF ARBITRATION AS DESCRIBED BELOW.**

a. **Arbitration.** By accepting this Arbitration Provision, you agree that either party to this Agreement, or any subsequent assign of this Agreement, may, in its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this "Arbitration Provision, unless you opt out as provided in paragraph (b) of this Arbitration Provision. If arbitration is chosen by any Party, neither you nor we will have the right to litigate that Claim in court or to have a jury trial on that dispute. Pre-arbitration discovery will be permitted only as allowed by applicable arbitration rules. The arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read the entire Arbitration Provision carefully before accepting the terms of this Arbitration Provision. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us and/or any assign (or persons claiming through or connected with us and/or any assign), on the other hand, relating to or arising out of this Agreement and/or the activities or relationships that involve, lead to, or result from this Agreement, including (except to the extent provided otherwise in the last sentence of paragraph (f) below) the validity or enforceability of this Arbitration Provision or any part



thereof, to the maximum extent permitted by the Federal Arbitration Act (the "FAA"), or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The term "Claim" under this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

**b. Your Right to Opt Out.** You may opt out of this Arbitration Provision for all purposes by sending us a written arbitration opt-out notice to [insert address]. The opt-out notice must be provided within thirty (30) days of the date of your electronic acceptance of the terms of this Agreement, and it must clearly state that you are rejecting arbitration. The opt-out notice should include your name, address, and Account number, and should be signed by you. You may send the opt-out notice in any manner you see fit as long as it is received at the specified address within the specified time. The opt-out notice is the sole and only method by which you can opt out of this Arbitration Provision. No other methods can be used to opt-out of this Arbitration Provision. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf. You agree that our business records will be final and conclusive evidence with respect to whether you cancelled or opted out of this Arbitration Provision in a timely and proper fashion.

**c. Arbitration Procedures.** The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or JAMS. The arbitration shall be conducted by a neutral arbitrator in accordance with the AAA's then-current Consumer Arbitration Rules and procedures (collectively, "the "AAA Rules"), or according to the then-current rules and procedures of JAMS, as applicable.

For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <http://www.adr.org/consumer>. Information on JAMS can be found here, <http://www.jamsadr.com>. If there is any inconsistency between any term of the AAA Rules (or JAMS rules, as applicable) and any term of this Arbitration Provisions, the applicable terms of this Arbitration Provision will control unless the arbitrator determines that the application of the inconsistent Arbitration Provision terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of the Agreement as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Provision. Although arbitration proceedings differ from trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the parties to the arbitration agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. JAMS requires that you have the right to an in-person hearing in your hometown area.

**d. Costs.** If we (or any assign) elect arbitration, we (or the assign, as the case may be) shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We (or the assign, as the case may be) shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we (or the assign) pay them and we agree (or the assign agrees) to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

**e. Arbitration Award and Appeals.** Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator

administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the FAA, and may be entered as a judgment in any court of competent jurisdiction.

f. Exclusions. We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court.

g. Waiver of Class Action. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (ii) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this paragraph [g] and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this paragraph [g] shall be determined exclusively by a court and not by the administrator or any arbitrator.

h. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

i. This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties and/or assignee; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan or this Agreement to any other person or entity. If any portion of this Arbitration Provision is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in paragraph (g) are finally adjudicated pursuant to the last sentence of paragraph (f) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

j. THE PARTIES ACKNOWLEDGE THAT THEY MAY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. SUBJECT TO PARAGRAPHS (B) AND (F) OF THIS ARBITRATION PROVISION, THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

**EFFECTIVENESS OF AGREEMENT.** By using the business Account, you understand you will be bound to, agreed to, and deemed to have read and understood this agreement.





## Fee Schedule

We do not currently impose any fees in connection with your Account, but we reserve the right to impose fees in connection with your Account and to add or change fees from time to time, and we will notify you of any fees or changes to our fees and this Fee Schedule, as required by applicable law. You agree to pay all fees applicable to your Account. We may subtract any applicable fees from your balance, even if the amount of the fee exceeds the Available Balance in your Account.

### **Funds Availability Policy**

**Purpose.** The information here describes Cross River Bank's general policy of holding deposited Items in a deposit account ("Account") before funds are made available to you. For the purposes of this disclosure, "you"/"your" refer to the Account holder and "our"/"we"/"us" refers to Cross River Bank.

**Available Deposit Types.** Cross River Bank does not accept all deposit types on all Accounts. For information about what types of deposits are accepted for deposit into your Account serviced by Meow Technologies Inc, see your Cross River Bank Deposit Account Agreement.

**Determining the Availability of Your Deposit.** Our policy is to delay the availability of funds from your deposits. During the delay, you may not withdraw the funds and we will not pay transactions from your Account using these funds.

The length of the delay is counted in Business Days from the day of your deposit. Every day is a Business Day except Saturdays, Sundays and federal holidays. If you make a deposit before **2:00pm ET** on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after **2:00pm ET** or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

The length of the delay varies based on the type of deposit and is explained below.

#### Standard Availability

- Electronically Deposited Checks: Funds from checks deposited electronically are typically available as follows:
  - The first \$5,525 by the second business day after the deposit date.
  - Any remaining funds by the seventh business day after the deposit date.
- Wire Transfers: Funds available on the same business day received.
- ACH Transactions: Funds available on the effective settlement date provided by the ACH network.

**Longer Delays May Apply.** Availability of funds you deposit may be delayed for a longer period of time under the following circumstances:

- We reasonably believe a check you deposited will not be paid.
- You make deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.
- We reasonably believe a deposit will be returned unpaid.
- There is an emergency, such as a failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the ninth Business Day after the day of your deposit.

**Holds on Other Funds in Another Account.** If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**Foreign Checks.** Checks drawn on financial institutions outside of the U.S. cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this

disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

**Your Responsibility for Deposits.** Even if we have made funds available to you and you have withdrawn the funds, you are still responsible for deposits that are returned to us unpaid and for any other problems involving your deposit.

**Special Rules for New Accounts.** During the first 90 calendar days after account opening, electronically deposited checks may be held for nine business days after the date of deposit.