



COMMERCIAL CHECKING ACCOUNT AGREEMENT

This Commercial Checking Account Agreement is provided by Emigrant Bank (“Bank”), to you (“Customer”). You acknowledge agreement with the provisions set forth below in this Commercial Checking Account Agreement (this “Agreement”) which governs your restricted Commercial Checking Account (“Account”).

This Agreement establishes the terms and conditions of certain services and contain the rights and responsibilities of the Bank and Customer. When you use a service listed in this Agreement, you agree to be bound by all terms, conditions and procedures as outlined in this Agreement. In this Agreement, “we”, “us”, and “our” refer to the Bank. The words “you,” “your”, and “Customer” refer to the owners and authorized signers of an account at the Bank.

The Bank agrees to furnish to you any and all services described in this Agreement (“Service”) to the extent that they have been selected by you in your course of business, subject to the terms and conditions or agreements provided with respect to such service. All services requested are subject to our approval prior to commencement of those Services and availability can be denied by us at any time for any reason.

GENERAL TERMS AND CONDITIONS

ACCOUNT CLOSURE. The Bank is authorized in its sole discretion to close your Account with or without cause and with or without notice.

RELATED LOAN PRODUCT. This Account is opened in conjunction with your application for an uncommitted unsecured loan advance pursuant to a separately applied for product and executed loan agreement. This restricted commercial checking account is required for such loans in order to receive payouts from the Apple App Store and repay outstanding loans, when applicable.

AUTHORIZATION. You acknowledge and agree you have authority to open and access accounts in connection with these Services on behalf of your business and agree to provide us written evidence of such authority upon request. If this includes accounts of your parent company, subsidiaries, or affiliates, you warrant that they have authorized you to open or access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing such authority and to notify us immediately in writing of any change thereto; provided, however, any failure to provide such authorization shall not relieve you from your obligations hereunder in connection with any such accounts (solely by way of illustration, you shall remain liable for any failure by you or any parent company, subsidiary or affiliate to comply with Applicable Law or other requirements herein with respect to any such account designated herein). Unless otherwise agreed to, special signature requirements are not binding on us, and we may act upon the instructions of any one authorized signer. You agree to provide us with any instructions relating to changes in your authorized signers, representatives, or agents, promptly and in writing.

CHANGES. The Bank may change this Agreement or other terms governing the Account, including but not limited to the charges listed below. If the change is unfavorable to you, the Bank will give you advanced written notice. If there are changes to this Agreement, the Bank may post the change online, send it to you via email or mail you a written notice.

COMMENCEMENT OF SERVICES. We will commence providing the requested Services to you if you have provided us with the information and documentation, in acceptable form and detail, as we deem, in our sole and absolute discretion, necessary or appropriate. Required information conditions may include, without limitation, (a) financial statements and tax returns; (b) that we, you and any required third parties, where applicable, have agreed to contract provisions and to the format for all input and output information; and (c) that any necessary installation, testing and/or training has been completed.

CUSTOMER DUTY TO NOTIFY. If at any time there is an adverse change in your financial condition, you will immediately provide written notice to us.

CHARGES AND PAYMENT OBLIGATIONS. You agree to maintain a balance of available funds in the account(s) sufficient to cover your repayment obligations under this Agreement and any related loan agreement, when applicable. If there are insufficient available funds, you agree that (a) we may debit any account maintained by you with us, including accounts of affiliates, to obtain payment of your obligations, to the extent any such debit is permitted by Applicable Law, or (b) we may reject the transaction.

COMMUNICATING WITH AUTHORIZED SIGNERS. We may provide you or an authorized signer with information about your account. When we receive information from an authorized signer, we treat it as a communication from you. You agree to notify us promptly in writing if an authorized signer no longer has authority on your account.

CONTROLLING LANGUAGE. English is the controlling language of our relationship with you, including the terms of this Agreement. Items you write must be written in English. For your convenience, we may, but are not obligated to (unless required by law), translate some forms, disclosures, and advertisements into another language, but if there's a discrepancy, the English version prevails over the translation.

DEATH or INCAPACITY. You agree to immediately notify us about the death or incapacity of any owner or authorized signer on your account. Until we receive such notice in writing, and have a reasonable opportunity to act on it, we may continue to honor items drawn on your account by the authorized signer(s). We may suspend, refuse, and reverse any transactions or deposits (for example, automatic federal direct deposits of benefit payments belonging to the decedent) if any owner or authorized signer dies or is declared by a court to be incompetent. However, even with knowledge, we may pay checks drawn on the account for ten (10) days after the date of death.

FDIC INSURANCE. We are a member of the Federal Deposit Insurance Corporation (FDIC). At this time, the standard deposit insurance amount is \$250,000 per depositor, per insured bank, for each account ownership category. For current information relating to deposit insurance coverage, you may contact the FDIC toll-free at (877) 275-3342 option 2 or visit the FDIC website at www.fdic.gov. Bank reserves the right, in its sole discretion from time to time, to place deposits off-balance sheet employing reciprocal deposit relationships or networks, or other recognized structures designed to offer depositors FDIC insurance coverage on their total account or sub-account balance.

HONORING TRANSACTIONS. You agree to indemnify and hold us harmless for any and all actions we take in accordance with your instructions, even if we vary from our standard procedures in honoring your instructions. Nothing in this provision, however obligates us to honor, either in whole or in part, any transaction or instruction that (a) is not in accordance with any condition agreed upon between the parties either in this Agreement or in any other agreement between the parties; (b) we have reason to believe may not be authorized by you; (c) exceeds any transaction limit, funding limit, or daily limits imposed by us on your transactions; (d) exceeds your collected and available funds with us; (d) involves funds that are subject to a hold, dispute, or legal process which prevents that withdrawal; (f) violates any provision of any

applicable risk control program of the Federal Reserve Board, or any rule or regulation of any federal or state regulatory authority; or (g) for the protection of either one of the parties, we have reasonable cause not to honor.

INFORMATION RELIANCE. You are responsible for, and we may rely upon the accuracy and authenticity of all data and other information furnished to us by your employees and agents. We may rely on any data or information furnished to us using the security procedure that identifies you.

INACTIVITY. The account will be considered inactive if for a number of years, in accordance with Applicable State Laws and/or Regulations, any of the following occurs, including, but not limited to:

1. No deposit is made in the Account; or no withdrawal is made from the Account; or
2. We do not receive any document indicating that someone who is entitled to the funds knows about the Account.

Unless prohibited by the applicable state law, we may charge to the Account our costs and expenses of any notice, advertisement, payment and deliver of the Account to the applicable state agency. An account determined to be inactive, maybe reinstated by the Bank, provided that the funds have not been escheated in accordance with Applicable Laws and Regulations.

LEGAL PROCESS. Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your Account.

We may accept and act on any legal process we believe to be valid regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than where the account was opened or where the account, property, or records are located.

We may, but are not required to, provide notice of legal process relating to your accounts. We may comply with legal process even though it affects the interests of only one owner. Regardless of any action we take, we are not waiving any rights of exemption you may have under any federal or state laws. You are responsible for invoking any exemption rights not otherwise asserted on your behalf.

Any fees, expenses (including attorneys' fees and expenses), or losses we incur as a result of responding to legal process related to your account are your responsibility. We may charge these costs to any account you maintain with us.

If legal process relates to an Account or accounts that appear on a combined statement, we may release the entire combined statement, even if that means that we release information related to accounts not otherwise governed by this Agreement.

RELIANCE ON THIRD PARTIES. Our ability to provide certain Services is dependent upon our ability to obtain or provide access to third-party vendors and networks. In the event any third-party is unavailable or we determine, in our sole and absolute discretion, that we cannot continue providing any third-party network access, we may discontinue the related Service or may provide the Service through an alternate third-party. In such situations, we shall have no liability for the unavailability of access. We shall not be responsible for any services you receive from third-party vendors.

SERVICE AVAILABILITY AND CUTOFFS. Some Services are subject to processing cutoff hours as listed herein or other Agreements; provided, such times may change in Bank's sole and absolute discretion.

Transactions or other information received after the cutoff hour or on a non-Business Day will be deemed received as of the next Business Day. All cutoff hours are in ET.

RESTRICTING ACCESS TO YOUR ACCOUNT. If we suspect any suspicious, irregular, fraudulent, unauthorized or unlawful activities, we may, in our sole discretion: prevent, delay or decline transactions account activities; freeze all or some of the funds in any account with us that you keep or control; and/or otherwise restrict access to your account(s).

- If a state or federal agency requests us to restrict funds in your accounts, we will comply with their request as permitted under state or federal law, and notify you, unless otherwise prohibited by applicable law.
- If we suspect an owner is a victim of elder or vulnerable adult exploitation, we may file a report with the appropriate investigative agency, under applicable state law. In addition, we may notify any or all owners or authorized signers on your account, and, unless otherwise prohibited by applicable law, any third party you designate as a contact for your account. We may also notify certain third parties who we believe are closely associated with you about our concerns regarding the activities.

With respect to these activities, we may continue to prevent, delay, or decline transactions and/ or account activities, freeze funds, or otherwise restrict access to your account, until the earlier of when (i) our concerns about the activities are resolved to our satisfaction, (ii) the time frame set forth in applicable law, or (iii) we receive a Court order that provides us direction. Unless otherwise required by applicable law to take any of the above actions, we may take these actions in our sole discretion and without liability to you.

SERVICE FEES. The Bank may deduct fees from your Account. You agree to pay to us the fees established for the Service(s), as provided in the most current fee schedules and other fee disclosures provided to you. We may revise or amend Service pricing from time to time and you acknowledge that certain prices are subject to change without prior notice. Special or additional Services performed at your request will be subject to additional terms and fees. You agree to pay the fees charged for the Services provided and any charges we impose. We may send a bill to you or charge the fees and charges directly to your account with us.

SETOFF RIGHTS. If you owe us any money, we have the right to apply funds in any of your accounts to pay your debt. This is known as setoff. When we exercise this right, we reduce the funds in your account(s) by the amount of the debt that is due or past due as allowed by the laws governing your account. Unless required by law, we do not need to give you any prior notice to exercise our right of setoff. A debt includes any amount you owe both now or in the future. It includes any fees.

SECURITY INTEREST. In addition to granting us the right of setoff, and to ensure you pay us all amounts you owe us under any loan agreement or this Agreement (e.g., fees), you grant us a security interest in each account you keep with us. By opening and keeping each account with us, you consent to our asserting our security interest should the laws governing this Agreement require your consent. Our rights under this security interest are in addition to and apart from any other rights under any other security interest you may have granted to us.

You may not grant a security interest in, transfer, or assign your accounts to anyone other than us without our written agreement.

SPECIAL INSURANCE FOR EMPLOYEE FRAUD/EMBEZZLEMENT. If you have special insurance for employee fraud/embezzlement, we may require you to file your claim with your insurance company before making any claim against us. In such event, we'll consider your claim only after we have reviewed your

insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

STATEMENTS. You will receive a statement of your Account every month on a date chosen by the Bank. Your statement will show your deposits, withdrawals, service charges and any other adjustments which have been made to your Account since your previous statement. You should review your transaction history to protect your rights, including your right to dispute transactions that you believe are erroneous, unauthorized, counterfeit, altered, or forged. Because you are in the best position to discover and deter any problem, you agree to promptly review and verify transactions that appear on your periodic statement. If you fail to notify us promptly, but no later than fourteen (14) calendar days after you receive your statement that includes the error, you agree that you cannot assert any claim of error, unauthorized transaction, counterfeit, alteration, or forgery against us and you will be responsible for the losses resulting from such failure. This notice requirement applies regardless of whether we used ordinary care and does not otherwise restrict any right we have under law or this Agreement or other agreements with you.

TIMING OF NOTICES. Any notice you send us is effective once we receive it and have a reasonable opportunity to act on it.

TRANSACTION LIMITATIONS. We may from time to time establish transaction limitations for certain Services and assign them to you.

USE OF AGENTS. You assume sole responsibility for any actions performed on your behalf by your agents, vendors and contractors, including but not limited to, (a) any third-party designated as a User hereunder and (b) any third-party engaged by you to provide services (including, but not limited to, enterprise resource planning. You agree Bank has no duty to monitor, detect or report any errors, omissions, or unlawful activities by your agents, vendors or contractors. You agree that we may rely on instructions, data, or any documentation provided to us by your designated agents or contractors. In the event that any Service(s) are dependent on our ability to obtain or provide access to third-party networks and distribution systems, you and we agree that if the network or system is unavailable, or in the event we determine, in our sole and absolute discretion, that we are unable to continue providing third-party network or system access, we may discontinue the related Service(s) or may provide the Service(s) through an alternate third-party network or system. In any event, we shall have no liability for the unavailability of the third-party network or system. We have the right to offer any of the Services through an affiliate or unrelated third-party. In order to provide these Services to you through this type of arrangement, you authorize us to disclose information on your accounts and services to the affiliate or third-party who provides the Services.

DEPOSITS AND WITHDRAWALS

This section provides information about deposits and withdrawals on your Account. Deposits and withdrawals are subject to limitations specified in this Agreement. In addition to any of the limitations specified in this Agreement, we may further restrict or limit your ability to make or receive transfers when we reasonably believe there may be fraudulent, suspicious, or illegal activity on or impacting your Account.

ALLOWED DEPOSITS. Deposits are restricted to payments processed through direct deposit or electronic funds transfer ("EFT") received from the Apple App Store Connect.

We do not accept the following deposit types for this Commercial Checking Account:

- Automated Clearing House (ACH) deposits from any source other than Apple App Store Connect;
- Cash – We do not accept cash deposits in U.S. dollars or any foreign currency;
- Checks – we do not accept checks; and
- Wires – We do not accept wire transfers.

APPLE APP STORE DEPOSITS. Instructions for the deposit of payout funds into your Account from Apple typically will be processed immediately on the business day we receive such funds. We may process such deposit instructions in the order in which we determine, in our discretion. We are not required to accept or execute any Apple App Store Connect payout instructions.

GENERAL DEPOSIT PROVISIONS. When you make a deposit, we act only as your collection agent and will not be responsible beyond the exercise of ordinary care. All deposits are provisionally credited subject to our receipt of final payment. To the extent we accept a funds transfer and such funds transfer is returned for any reason, you agree that we may deduct the amount of the funds transfer from your Account. At our discretion, we may return, reject, or refuse to accept a deposit.

INSUFFICIENT FUNDS. We will not permit withdrawals from your Account if there are insufficient funds, and we will not be liable for dishonoring a transaction for insufficient funds. You are responsible for the full amount incurred on your Account. You agree to reimburse us for any losses we incur in collecting any overdrawn balances.

POSTING DEPOSITS. We will generally post all deposits, withdrawals, and other debits to your Account in the order in which we receive them. The order by which you make transactions on your Account may not be the same and the order in which we post those transactions to your Account. We reserve the right to change our order of posting from time to time.

WITHDRAWAL LIMITATIONS. You are not permitted to register your Account under a credit, debit, gift, or other type of card issued by a third party or another bank. You are not permitted to make withdrawals from your Account by creating a check issued by a third party and drawn on your Account. You are not allowed to initiate wires or automated clearing house withdrawals from this Account. If you attempt to make any transactions through any of these payment methods, we will reject or return the transaction without notice to you and may consider such action to be a violation of this Agreement.

FUNDS AVAILABILITY

Our policy is to make certain electronic credit transfers, such as those through card networks or funds transfer systems, will generally be available on the day we receive the funds transfer. Once the funds are available, we will collect payment for any outstanding obligations and wire any additional funds received to the external account you linked when setting up your Commercial Checking Account.

DEPOSITS. All deposits are subject to verification and your deposit may be adjusted for any discrepancies; you will be notified of any adjustment to your Account. Credit given by the Bank to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If the Bank does not receive such final settlement, you are hereby notified and agree that the Bank is entitled to a refund of the amount credited to your Account in connection with such entry, and the party making payment to you via such entry (the Originator of the entry) shall not be deemed to have paid you the amount of such entry.

DETERMINING THE AVAILABILITY OF A DEPOSIT. 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 on a business day that we are open, we will consider that day to be the day of deposit.

NEXT DAY NOTICE: Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your Account, the Bank is not required to give next day notice to you, the depositor, of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

SAME DAY AVAILABILITY. Electronic funds transfers are available on the same day as the day of your deposit.

ELECTRONIC FUND TRANSFERS

We may accept on your behalf payments to your Account which have been transmitted through one or more Automated Clearing Houses (ACH). These payments 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 York, unless it's been otherwise specified in a separate agreement that the law of some other state shall govern.

WIRES

WIRES. Wires to an external account you linked during the related loan application process is the only method to withdraw funds from this Commercial Checking Account. In accordance with your request to process a Wire Transfer to your linked external account the following terms and conditions apply.

1. The term "domestic wire transfer" means a transfer of funds from the Bank to another bank within the United States by means of the Federal Reserve FEDWIRE or other means. This term does not include electronic fund transfers made through the Automated Clearing House ("ACH").
2. The Bank provides this wire transfer service only for its depositors. The Bank will only process a wire transfer request in compliance with applicable federal and state laws and regulations.
3. You authorize Emigrant Bank as your representatives for the purposes of authorizing wire requests on your behalf.
 - I. In the event of any exception to the wire authorization process as indicated, as a security procedure, before carrying out the wire instructions, the Bank may elicit certain identifying information from you; that is, ask test questions, which it will compare to its records. The wire instructions will be subject to call back verification.
 - II. Based upon your response to the test questions, the Bank may, at its sole discretion, either make the transfer or decline to make the transfer.
 - III. You agree that these security measures are "commercially reasonable".
 - IV. In either event, the Bank shall not be liable to you for any actual loss of any kind or for any consequential, punitive, or exemplary damages in any amount, provided it has acted in good faith.
4. In no event shall the Bank be responsible for any loss, claim, liability, damage or other amount arising in any way from any error, failure, or delay in the performance of any of the Bank's obligations or those of the receiving institution caused by a Force Majeure, including, but not limited to, natural disaster, fire, war, strike, civil unrest, an act of terrorism, error in or inoperability of communication equipment or lines, or any other circumstances beyond the reasonable control of the Bank.
5. You are responsible for ensuring the wire instructions you entered during the related loan application process are complete and correct. We take no responsibility if wire is rejected for incomplete or incorrect information. The Bank relies on you to ensure accurate wire instructions are transmitted to us.
6. As an inducement to having the Bank undertake the requested wire transfer, you, your legal representatives and assigns hereby agree to indemnify and hold the Bank harmless against any and all claims that may arise against the Bank by reason of the Bank having undertaken the requested wire transfer.

CUTOFF TIMES. All required approvals must be received by 4:30 PM ET cutoff time to be processed the same business day. Pending wire approvals received after the cutoff time will be processed the next business day.

ADVERSE CLAIMS AGAINST YOUR ACCOUNT

An adverse claim occurs when:

- Any person or entity makes a claim against your account or funds in your account;
- We believe a conflict exists between or among your account's owners; or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility or liability to you:

- Continue to rely on the documents we have on file for your account.
- Honor the claim against your account funds if we're satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check or other item for the available balance in your account payable to you or entity who claimed the funds.
- Pay the funds into an appropriate court and/or petition the court to resolve the dispute.

We also may charge any account you keep with us for our fees and expenses in taking these actions (including attorneys' fees and expenses, and court costs).

In addition, if we believe, in our sole discretion, that you may lack the capacity to act on your account, we may request a court take action to preserve or protect assets in your account(s).

In such cases, we may charge any account you keep with us for our fees and expenses in taking these actions (including attorneys' fees and expenses, and court costs).

ACCOUNT SERVICE FEES

FEES. There is no monthly service fee for this restricted Commercial Checking Account. Any fees listed in this Agreement refer only to fees charged by Emigrant Bank and is not a representation of potential fees imposed by third parties.

LEGAL INFORMATION

FAILURE OF OTHER COMPANIES. We disclaim responsibility and liability (to the maximum extent permitted by law) for any delays, disruptions or failures of service providers (excluding Bank), and you agree to such disclaimer. These services may include, but not be limited to, originators of payments due to you, recipients of payments you make, and companies that provide processing services (for example, ISPs and third-party payment processors).

GOVERNING LAW. The Account relationship established herein shall be governed by and construed in accordance with the laws of the State of New York, without reference to its principles of conflicts of law. The depositor also hereby irrevocably and unconditionally consents to submit to the jurisdiction of the federal and state courts sitting in the State of New York for any actions, suits or proceedings arising out of or relating to the Account. In addition, the depositor hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of the Account relationship in the courts of the State of New York, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

COMPLIANCE WITH LAW. You shall comply with all laws, Rules, and regulations applicable to you, to the business and operation of your business, and to the Services. You shall have the responsibility to fulfill any compliance requirement or obligation that we and/or you may have with respect to the Service under all

applicable U.S. federal and state laws, regulations, rulings, including without limitation, any such laws, regulations or rules relating to money laundering, including but not limited to, the Federal Bank Secrecy Act, the USA PATRIOT ACT, any regulations of the U.S. Treasury Department or the Office of Foreign Assets Control (OFAC) to implement any such acts, Regulation CC, the Uniform Commercial Code and any Rules established by an image exchange network through which Image Exchange Items are processed pursuant to this Agreement, in each case, as amended from time to time. You agree that you shall not (and you shall have appropriate procedures and monitoring in place to assure that your employees and agents do not) use our Services (i) for any purpose that is unlawful, abusive, harassing, libelous, defamatory, invasive of another's privacy, obscene or threatening, or (ii) to engage in any of the businesses or activities listed on Bank's Prohibited Activities List (attached hereto as Exhibit A), which list may be amended, modified and/or supplemented at any time in Bank's sole and absolute discretion, whether or not such restricted business relates to activities that are legal in any applicable jurisdiction. We may reject or refuse to process any transaction that we, in our sole discretion, determine to be illegal or improper. We may, in our sole discretion, reject or refuse any transaction with or without cause or notice. We are not liable for any damages that result from such rejection or refusal. We are not required to pay you interest on any rejected or refused transaction for any period of time.

UNLAWFUL INTERNET GAMBLING NOTICE: Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this Account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling. In accordance with Regulation GG, the Bank will be required to obtain additional documentation at account opening if the nature of the business is identified as acting as an internet gambling business.

Questions about this disclosure statement information should be directed to the Bank at 1-212-850-4444.

NOTIFICATION OF TERMS OF USE CHANGES. We may update this Agreement to reflect changes to your Account or our business operations. If we make any material changes that require us to notify you, we will notify you by email (sent to the email address specified in your application) or by means of a notice on www.useappcap.com.

TERM AND TERMINATION. This Agreement will become effective upon your acceptance of this Agreement and will remain in effect as long as your Account is open, and in some instances, certain provisions will continue to be in effect even after your Account is closed. Emigrant Bank may terminate your Account at any time, for any reason or no reason, without explanation, with or without notice. Emigrant Bank reserves the right to immediately suspend or terminate your access to any of the Services, without notice, for any reason or no reason. We also reserve the right to refuse to remove your account information or data from our Services and any other records at any time to comply with legal and regulatory requirements. In the event your access to the Account or any of the Services is suspended due to the breach of this Agreement, you agree that all fees then paid to Emigrant Bank by you will be nonrefundable and all outstanding or pending payments will immediately be due. You may terminate your Account by contacting us.

DISCLAIMER. EMIGRANT BANK, ITS AGENTS, AND THIRD-PARTY SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY IN CONNECTION WITH THE ACCOUNT, THE SERVICES OR ANY SERVICES PROVIDED THEREIN, ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EMIGRANT BANK, ITS AGENTS, AND THIRD-PARTY SERVICE PROVIDERS HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING,

WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, WITH RESPECT TO THE ACCOUNT, THE SERVICES, AND ANY SERVICES PROVIDED THEREIN. EMIGRANT BANK, ITS AGENTS, AND THIRD-PARTY SERVICE PROVIDERS DO NOT WARRANT THAT THE ACCOUNT OR THE SERVICES OR ANY SERVICES THEREIN WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE ACCOUNT OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED. EMIGRANT BANK, ITS AGENTS, AND THIRD-PARTY SERVICE PROVIDERS DO NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OF THE ACCOUNT OR THE RESULTS OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

Emigrant Bank, its agents, and third-party service providers will not be liable for any loss or damage to you for any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, terrorism, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond Emigrant Bank's, its agent's or third-party service provider's reasonable control.

INDEMNIFICATION. Except as otherwise set forth in this Agreement, you agree to indemnify, defend, and hold the Bank and its affiliates, officers, directors, employees, consultants, agents, third-party service provider, and licensors harmless from any and all claims, actions, proceedings, liabilities, losses, costs, and expenses (including, without limitation, attorneys' fees), penalties or fines related to or arising out of any third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on: (a) information, data, files, or otherwise in connection with the Account or the Services; (b) your violation of any law or rights of a third party; (c) your actions and omissions in connection with your Account(s) or the Services; or (d) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

LIMIT ON LIABILITY. To the fullest extent permitted by law and except as otherwise set forth in this Agreement, neither the Bank, nor its agents, nor any third-party service provider will have any liability in connection with any unauthorized interception or use of data relating to you or the Services; any inability to use or access the Services for any reason; any actions or transactions by an individual that uses your login credentials; or any cause over which the Bank or a third-party service provider does not have direct control, including problems attributable to computer hardware or software (including computer viruses), telephone or other communications, or third-party Internet service providers. Your sole and exclusive remedy for any failure or nonperformance of the website (including any software or their materials) shall be for us to use commercially reasonable efforts to perform an adjustment or repair of the online banking service.

YOU AGREE THAT NEITHER WE, OUR AGENTS, NOR OUR THIRD-PARTY SERVICE PROVIDERS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE ACCOUNT, THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE ACCOUNT OR THE USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF WE OR OUR THIRD-PARTY SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

LIMITATION ON TIME TO SUE. Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to the Account must be commenced no later than one year after the day the cause of action accrues.

WAIVERS. We, our agents, and third-party service providers may delay enforcing our rights under this Agreement without losing them. Any waiver by us, our agents, or third-party service providers shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest, and notice of every kind, except as set forth in this Agreement.

SEVERABILITY. If any provision(s) of this Agreement is held to be illegal or unenforceable, the validity of the remaining portions of this Agreement shall not be affected.

DISPUTE RESOLUTION BY BINDING ARBITRATION: CLASS ACTION WAIVER NOTICE. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT MAY BE RESOLVED BY BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.

CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. YOU EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ARBITRATE A CLASS ACTION. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.

1. Arbitration of Claims. Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to (i) this Agreement; (ii) the Account; (iii) the Service; (iv) the technology, (v) any other services, products or information provided, sold purchased or managed, operated or fulfilled by us under this Agreement, including the validity, enforceability, interpretation, scope, or application of the Agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which shall be for a court to decide); and (v) any other agreement or instrument relating to the account or any such service ("Claim") shall be decided, upon the election of you or the Bank (or the Bank's agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration pursuant to this arbitration provision and the applicable rules and procedures of the arbitration administrator in effect at the time the Claim is filed. The American Arbitration Association ("AAA") shall serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: on the website at www.adr.org or by writing to AAA at 1101 Laurel Oak Road, Suite 100 Voorhees, NJ 08043.
2. Other Claims Subject to Arbitration. In addition to Claims brought by either you or the Bank, claims by or against its affiliates, anyone connected with you or the Bank or claiming through you or the Bank (including an authorized signer, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.
3. Exceptions. You and we agree not to invoke our right to arbitrate any individual Claim you bring in commercial small claims court or an equivalent court so long as the Claim is pending only in that

court. This arbitration provision also does not limit or constrain the Bank's right to interplead funds in the event of claims by several parties.

4. Individual Claims Only. It is the intent of the parties to require Claims to be submitted to arbitration on an individual basis only.
5. Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing.
6. Arbitration Fees. If the Bank initiates or elects arbitration, the Bank will pay the entire amount of the arbitration fees, including any required deposit. Notwithstanding any provision of this arbitration provision or the rules and procedures of the arbitration administrator, the Bank will be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.
7. Procedure. A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years of experience or who is a former or retired judge. The arbitration shall follow the rules and procedures of the arbitration administrator in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, in which case this arbitration provision shall govern. Any in-person arbitration hearing for a Claim shall take place within the federal judicial district in the Borough of Manhattan, New York, New York. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA") and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. At the request of any party, the arbitrator will provide a written explanation of the basis for the disposition of each claim, including written findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA.
8. CLASS ACTION WAIVER. WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION WE EACH WAIVE ANY RIGHT TO A JURY TRIAL. NO ARBITRATION UNDER THIS AGREEMENT MAY BE JOINED WITH ANOTHER ARBITRATION RELATED TO THE SUBJECT MATTER OF THE DISPUTE OR ANY OTHER CLAIMS UNDER THIS AGREEMENT. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU WAIVE YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION, AND WE EACH WAIVE ANY RIGHT TO A JURY TRIAL

EXHIBIT A

Prohibited Activities. The examples listed below are not exhaustive and we reserve the right to modify or update the list at any time by posting a revised version to our website. The revised version will be immediately effective upon posting.

If we determine in our sole discretion that you engage or have engaged in the activities listed below, or are authorizing, facilitating, or helping others to do so, or otherwise are engaged in activities that are illegal, may harm others or our reputation or operations, or violate our or others' rights, we may deny, terminate, or suspend your use of the Services:

- Any activity which would violate any law, statute, ordinance, regulation, or sanctions programs applicable in the countries where we conduct business, including but not limited to the United States Department of Treasury's Office of Foreign Assets Control ("OFAC");
- Illegally utilizing identities that cannot be verified, applying anonymously or under fictitious names, and/or having accounts that do not identify the owners or stock certificates held in accounts without an owner endorsed to the "bearer";
- Unlawful, unlicensed, or unauthorized payment processing, including but not limited to facilitating or processing payments for, or on behalf of, a third party;
- Any activity where there is a suspicion or evidence that criminal activity has taken place, a criminal offense has been committed, or where there is a suspicion of terrorist financing;
- Any activity involving the suspicious use of shell banks or shell companies (entities that have no physical existence in the country in which it is incorporated and licensed) or banks with no physical presence in any country that are not licensed by any banking authority;
- Any activity that involves any gambling, bet, wager, lottery, sweepstakes, or game of chance which is unlawful under applicable law, including the development of gambling software or hosting environments as defined in the Unlawful Internet Gambling Act of 2006 (UIGEA) and Prohibition of Funding of Unlawful Internet Gambling ("Regulation GG");
- Unlawful high interest rate loans and/or payday loans;
- Unlawful marijuana-related activities, such as manufacturing, dispensing, transporting, and/or otherwise deriving revenue from illicit marijuana-related activity;
- Illegal sexually-related services including prostitution and child pornography (child or adult);
- Human trafficking entities that are involved in forced labor, sex trafficking, or other forms of exploitation;
- Illicit drugs trafficking, drug paraphernalia manufacturing, or illicit drug distribution, including providing tools or services to aid in illicit drug trafficking or distribution;
- Production, sale, or distribution of Schedule I controlled substances with or without a pharmaceutical license, or sale of Schedules II-V controlled substances without a pharmaceutical license, where such schedules are defined by the United States Department of Justice, Drug Enforcement Agency (DEA);
- Business models indicative of a ponzi scheme, pyramid selling, pump and dump schemes, or other forms of "get rich quick," unfair, or deceptive business models;
- Manufacturing of counterfeit goods or goods meant to infringe on intellectual property rights;

- Illegal weapons or Proliferation such as the production, sale or distribution of nuclear, chemical, or biological weapons, missile technology, or other restricted military equipment;
- Activities involving pseudo-medical and pseudo-pharmaceutical products, services, or companies with unsubstantiated or misleading medical claims not authorized by the applicable regulatory body;
- Trade, sale, or distribution of illegal products or products or services that are imported or exported illegally; and
- Any other industry or business type that we reasonably determine presents an unacceptable legal or regulatory risk.

(Revised. Feb. 2026)