

Centtrip

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Centtrip Inc. Corporate Terms & Conditions

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1. Parties and background

These are the terms and conditions of the Agreement and the associated Schedules, between Centtrip, the Card Program Provider and you, the Account Holder that will apply to your Centtrip Account.

Please read this Agreement carefully as you will need to accept the terms contained herein as part of the setup and activation of your Centtrip Account.

As the Account Holder and to obtain Card services from Centtrip you will be responsible for ensuring that each Authorized Person that accesses the Account will adhere and comply with the terms of this Agreement.

By agreeing to the terms & conditions you are also agreeing and accepting the Processor and any other relevant third-party terms and conditions that are disclosed in this Agreement.

Card Program Provider

Centtrip is a group of companies. Centtrip is trading as Centtrip Inc under registration number 3590437. In USA, Centtrip facilitates access to banking services through Sutton Bank, Member FDIC. The Centtrip Corporate card is issued by Sutton Bank, Member FDIC, pursuant to a license from Mastercard International, Inc.

Bank

The Centtrip Corporate Mastercard is issued by Sutton Bank, Member FDIC (the 'Bank') pursuant to license from Mastercard International. Your funds are held with Sutton Bank and are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000.

Processor

Card Program Provider related services provided by Centtrip to the Account Holders based in the US will be carried out in partnership with Adyen, a regulated financial service provider (the 'Processor').

Money Transmitter

Centtrip uses a third-party licensed money transmitter to facilitate all foreign exchange related transactions and third-party bank payments from your Centtrip Account called Monex Inc. (the 'Money Transmitter'). By entering into this Agreement you expressly: (a) consent to Centtrip providing the Money Transmitter with access to your KYC details and any other registration information; (b) authorise the Money Transmitter to open an account on your behalf, so that you are able to submit payment instructions when using your Centtrip Account; and (c) confirm that you have read, understood and agree to adhere to the Monex Privacy Policy and User Agreement. These documents are available online at <https://www.monexusa.com/privacy-policy/> and <https://www.monexusa.com/user-agreement/>.

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2. Definitions

Account	means the records we maintain to account for movement of funds in and out of the Bank and the transactions made with your associated Card(s).
Account Interface	means any electronic system or interface provided by Centtrip to its Account Holders for the purpose of enabling User(s) to access the Services.
Account Holder	means the legal entity that is entering into this Agreement and owns the funds in the Account
Adyen	Adyen N.V., a public company registered in the Netherlands under company number 34259528 whose registered office is at Simon Carmiggelstraat 6- 50, 1011 DJ, Amsterdam, the Netherlands.
Agreement	means these Terms and Conditions (as amended from time to time), and the particulars of any confirmations and approvals.
Authorized Person	means a User who is Authorized by the Account Holder to open and close the Account and any Cards, add or remove Users, obtain Account information, load the Account, transfer or allocate funds to Cards and to take all other administrative actions on behalf of the Account Holder in connection with the Account.
Bank	Sutton Bank, a financial institution registered in USA under Ohio Secretary of State registration number 40366 and having its main offices at 1 S Main St, Attica, OH, 44807-9803, United States, is the issuer of the Centtrip Corporate Mastercard.
Card Program Provider	means the Services provided by Centtrip to the Account Holder and as described in this Agreement.
Centtrip	Centtrip Inc, a company registered in the USA under company registration number 86-1568258 and having its main office at 429 Lenox Avenue, Miami Beach, FL 33139, United States of America.
Centtrip Corporate Mastercard	means the cards that will be issued to Users by the Bank.
Dormant Account	means an account that has not been used for a period of time and deemed to be no longer required or necessary by Centtrip.
Insolvent	means insolvent or otherwise unable to pay its debts as they become due, or upon the filing of any proceeding (whether voluntary or involuntary) for bankruptcy, insolvency or relief from creditors.

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Loss(es)	includes any and all losses associated with movements in the foreign exchange rates, damages, costs, liabilities, losses, claims, judgments, penalties, fines, expenses (including reasonable legal and accountants' fees and expenses), costs of investigation, amounts paid in settlement, court costs and other expenses of litigation.
Money Transmitter	means Monex Inc., 1201 New York Ave NW, STE 300, Washington, DC 20005, United States of America.
Party or Parties	means the Account Holder and Centtrip.
Processor	means Adyen who provide services to the Account Holder in accordance with the Account Holder Terms set out in Schedule 1.
Services	means the services that are provided by Centtrip to the Account Holder when using the Account Interface to access the Account.
Subscription Account	means a type of account where a subscription fee is payable by the Account Holder for a specified period of time and within agreed allowances and limits.
Subscription Fee	means the price payable by the Client for the Services in accordance with Schedule 2.
User(s)	means any person Authorized by the Account Holder to use the Account Interface.
We, Us and Our	means Centtrip or Card Program Provider.
You, Your and Their	means the Account Holder and your Authorized Person(s) and User(s).

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3. The Centtrip platform

You manage your Account and the Centtrip Corporate Mastercard through the Centtrip platform also referenced within this Agreement as the Account Interface, which only you as the Account Holder and your Authorized Person(s) and User(s) can access. The Account Interface is accessible via a web browser or using the dedicated Centtrip mobile apps.

3.1. Registration process

As part of setting up the Account Interface, the Authorized Person will be required to create an Account and provide Centtrip with a list of Users that will be Authorized to access and use the Account Interface on Their behalf.

3.2. User licence

Centtrip agrees to provide each User a non-exclusive, non-transferable license to use the Account Interface for the sole purpose of accessing the Services. Each User will be provided with login details that will include a password that they will need to use each time they want to use the Account Interface.

Certain User(s) may be provided with full access rights and other User(s) with limited access rights to the Account Interface, as determined by the Authorized Person and approved by Centtrip.

3.3. Password security

The Account Holder will be responsible for safeguarding the security of each User password by regularly changing and updating passwords and ensuring that its Users take all reasonable steps to keep safe their password and/or security information for the Account Interface. Users will be under an obligation not to:

- tell any other person their password and/or security information;
- choose obvious passwords and/or security information;
- write down their password and/or security information in a way that could be easily recognised by someone else.

The Account Holder must notify Centtrip by telephone or in writing without undue delay on becoming aware of the loss or theft of a User's password and/or security information for the Account Interface, or the unauthorized use of the Account Interface.

3.4. User License conditions

The Account Holder on behalf of its Authorized Users and User(s) also expressly acknowledges and agrees that:

- the Account Interface is only used in accordance with this Agreement and any additional user agreement or manual provided by Centtrip;
- all necessary operating and internet browser requirements are maintained to ensure that Users are enabled access to the Account Interface at all times;

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- it will be held fully responsible for any and all activity performed on the Account and it will notify Centtrip immediately upon becoming aware of any unauthorized use of the Account or the Account Interface;
- it will not attempt to collect or harvest any personally identifiable information, including account names of other Account Holders;
- it will not use the Account Interface in any way that may damage, disable, overburden, or impair Centtrip's servers or networks or interfere with any other Account Holder's use and enjoyment of the Account Interface;
- it will not attempt to gain unauthorized access to any Services, user accounts, computer systems or networks, through hacking, password mining or any other means; and
- It will notify Centtrip immediately if there are suspected or actual fraud or security threats on the Account.

Centtrip reserves the right to suspend, limit or terminate the Account Holder's and/or relevant User accounts' ability to access the Account Interface, without notice for any reason set forth in this Section. Furthermore, Centtrip will have no responsibility other than as set out in this Section for any Losses incurred by the Account Holder by reason of the use of the Account Holder's Account, and the Account Holder agrees to hold Centtrip harmless from any expenses or Losses Centtrip may incur by reason of the use of the Account Holder's Account (in each case, irrespective of whether such use is authorized or unauthorized).

3.5. Suspension of User access rights

Without limiting Section 3.5, Centtrip may stop, suspend or restrict the Account Holder's or a User's access to the Services using the Account Interface if Centtrip reasonably considers it necessary:

- for security reasons;
- because Centtrip suspects that someone is using the Account Interface without the Account Holder's permission or fraudulently;
- because there is a significantly increased risk that the Account Holder may be unable to fulfil its liability to repay any sums it owes Centtrip; or
- because the account has become a Dormant Account.

Centtrip will always try to inform the Account Holder by telephone before Centtrip stops, suspends or restricts the Account Holder's or a User's ability to access the Services using the Account Interface and its reasons for doing so. Where Centtrip is not able to inform the Account Holder before, Centtrip will inform the Account Holder immediately afterwards. Centtrip will not inform the Account Holder under this Section where it would be unlawful to do so, or if informing the Account Holder would compromise Centtrip's reasonable security measures.

- Centtrip will lift any stop, suspension or restriction on the Account Holder's or a User's access to the Services using the Account Interface as soon as is practicable after the reasons for the stop, suspension or restriction no longer exist. The Account Holder can call Centtrip at +1-929-930-3383 to ask Centtrip to lift any stop, suspension or restriction.

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3.6. Termination of User access rights

If the Account Holder provide Centtrip with instructions to terminate the access of a User to the Account Interface, the Authorized Person will be required to submit the request using the Account Interface or in writing. Centtrip will provide the Account Holder with written confirmation once the necessary termination activities are complete. In the interim period and until such time as Centtrip confirms such User's access has been terminated, the Account Holder will be held fully accountable and responsible for any transactions that are placed and other activities performed by the User.

3.7. Third-party Processor

The Account Holder acknowledges and agrees to comply with the conditions associated with the enrolment onto the Processor's card services program and accepts the Account Holder Terms set out in Schedule 1 of this Agreement.

4. Pricing and payments

4.1. In consideration of the provision of Services by Centtrip, the Account Holder agrees to pay Subscription Fees in accordance with Schedule 2 of this Agreement.

4.2. In accordance with Section 11.2, Centtrip reserves the right to increase or adjust the basis for calculating, the Subscription Fees for Services on a periodic basis.

5. Services and support arrangements

Centtrip as the Card Program Provider will be responsible for providing the Account Holder the Services and support that are described in this Section.

Overview

5.1. To enroll as a new Account Holder with Centtrip, you will need to comply with the due diligence and verification processes, as described in Section 5.4 below, that will be performed by Centtrip. You also confirm to comply with the enrolment requirements set out in this Section and to accept the Processor terms described in the Account Holder Terms under Schedule 1 of this Agreement.

5.2. You will be responsible for ensuring that all Users provided access to the Account Interface comply with the terms set out in this Agreement and for ensuring that each Authorized Card User fully complies with the conditions set out in this Agreement in order to receive Services and use the card provided by the Bank.

5.3. During this initial stage of the process, Centtrip will provide You with details of Know Your Customer (KYC) and other registration information that will need to be completed. Prior to final submission, You will be asked to review and confirm that as of the date of submission all KYC information provided is correct and up to date. For the avoidance of doubt, the Account Holder will be under an obligation to notify Centtrip as soon as is practicably possible if any disclosures made during the application stage change.

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The application and order confirmation process

5.4. Centtrip will apply the following process:

1. Centtrip will send the Account Holder an email containing a link to an Account application page that is hosted on the Centtrip Account Interface;
2. Upon clicking on the link but prior to commencing the online application process, the Account Holder will be asked to read this Agreement and the conditions stated therein;
3. Upon completion of the application and prior to submission, the Account Holder will be provided with the opportunity to review and confirm that the information that has been entered is correct and at this stage they will be asked to accept and agree to the terms and conditions of this Agreement;
4. Centtrip will be responsible for processing all new applications submitted by the proposed Account Holder. We will also provide the Processor with details of the application in order to obtain their confirmation and approval;
5. Once the necessary approvals have been obtained but prior to the technical setup of the Account, Centtrip will provide the Account Holder with a notification email that will confirm the Services (the 'Account Approval'). The Account Approval is intended to provide the Account Holder with confirmation of the details of the order and Services that will be provided by Centtrip, and it is intended to confirm the following:
 - a. the agreed tiered Subscription level and associated limits that will apply to the Account;
 - b. the Subscription pricing and associated fees; and
 - c. any other supplementary services (and associated costs) that fall outside the standard Services.

5.5. Please read the Account Approval communication carefully once you receive it and let us know if any of the details are incorrect so that these can be rectified. Centtrip will provide you with a period of 14 days to notify us in writing (the 'Cooling-Off Period') if you decide not to proceed with procurement of the Services from Centtrip.

5.6. In accordance with the process described in Section 5.4 above, we would like to take this opportunity to inform you that once you have submitted your application, there is a possibility that the order may be refused and rejected after it has been reviewed by the Processor.

Account Holder Support

5.7. Support is available from our website at <https://usa.centtrip.support/> or by emailing help@centtrip.com. Emails received outside of office hours will be collected, however no action can be guaranteed until the next working day. Telephone support is available 8:30am to 5:30pm Eastern Time Monday to Friday at +1 929 930 3383. Cards can be locked or reported lost or stolen 24/7 via the Account Interface.

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6. IP rights

- 6.1. The Account Interface, the content therein, and all intellectual property rights pertaining thereto and contained therein (including but not limited to copyrights, patents, trademarks and service marks) are owned by Centtrip or licensed through third parties, and all rights, title, and interest therein and thereto shall remain the property of Centtrip or of such third parties. This Agreement does not transfer any intellectual property rights with respect thereto and only provides the Account Holder a limited, non-exclusive and non-transferable license to use the Account Interface solely for the purpose of using the Services in accordance with these terms and the applicable instructions communicated to the Account Holder by Centtrip.

7. Confidentiality and data protection

Confidentiality

- 7.1. All information relating to the Account Holder or to Centtrip and designated as being confidential, and all information not expressly designated as confidential but which should reasonably be deemed confidential by reason of its nature or content, is considered "Confidential Information". Each party remains the owner of all data made available to the other party. Account Holder acknowledges that the terms of this Agreement and any information provided by Centtrip about its Services (including communications from Centtrip's support functions) are Confidential Information.
- 7.2. Each party undertakes to take all necessary steps to protect the confidential nature of all Confidential Information of the other party, agreeing, in particular:
 - to share Confidential Information solely with personnel and representatives of the parties which have a need to have access to such information in order to exercise rights and obligations under the Merchant Agreement; and
 - to refrain from making any Confidential Information available to any third party without the prior written consent of the other party except for any disclosed third-parties where necessary to perform the Services.
- 7.3. The obligation to maintain confidentiality does not apply to information:
 - available to the general public;
 - disclosed to one of the parties by a third party without any obligation of confidentiality;
 - already in the possession of or known to one of the parties at the time of disclosure;
 - developed independently of the Confidential Information by the other party; or
 - if and only to the extent one of the parties and/or their employees are obligated under an act or by decision of a court or administrative authority to disclose such information.
- 7.4. The obligation of confidentiality as described in this Section shall remain in effect also following the termination of this Agreement, regardless of the grounds for termination.

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7.5. The following data is to be considered confidential, without need for special mention:

- all financial data;
- any agreed Account Holder specific terms and conditions, and
- all user manuals, guides and any software relating to Centtrip's products and Services.

Data Protection

- 7.6. Centtrip is a separate and independent controller of personal data that it processes for the purposes of performing its obligations in this Agreement.
- 7.7. In order for us to provide you with the Services relating to your Account, we are required to collect and process personal data about you, Authorized Users and Users, with your consent or on a legal basis to meet our obligations for Anti-Money Laundering legislation or other governmental purposes.
- 7.8. Your consent will be sought for collection of your data and you have the right to agree or decline. Where you decline consent for the collection and processing of your data, we reserve our right to discontinue service due to our obligations as a Card Program Provider.
- 7.9. We may disclose or check your personal data with other organizations and obtain further information about you in order to verify your identity and comply with applicable money laundering and governmental regulations.
- 7.10. We may pass your personal data on to third-party providers contracted by Centtrip in the course of dealing with your Account. Any third parties that we may share your data with are obliged to keep your details secure, and to use them only to fulfil the service they provide you on our behalf. Where we transfer the personal data to a third country or international organization, we ensure this is done securely and that they meet a minimum standard of data protection in their country.
- 7.11. You have the right to receive information concerning the personal data we hold about you and to rectify such data where it is inaccurate or incomplete. You have the right to object to or withdraw any consent you have given for certain types of processing such as direct marketing.
- 7.12. In the event that you wish to make a complaint about how your personal data is being processed by us (or third parties as described in 7.10 above), or how your complaint has been handled, you have the right to lodge a complaint directly with Centtrip.
- 7.13. Our Privacy Policy provides full details on your rights as a data subject and our obligations as a data controller. Please visit <https://www.centtrip.com/assets/other/centtrip-privacy-policy.pdf> to access the Centtrip Data Privacy Policy. Please read this document carefully and ensure you understand your rights.
- 7.14. Our Cookies Policy provides full details of the data that we collect in order to provide You with our Services. Please visit <https://www.centtrip.com/assets/other/centtrip-cookie-policy.pdf> to access the Centtrip Cookie Policy.

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8. Term and termination

- 8.1.** This Agreement will commence on the date that the Account Holder accepts the term and conditions of this Agreement and shall continue in force for an indefinite period until terminated by either Centtrip or the Account Holder in accordance with this Section or Schedule 2 of the Agreement.
- 8.2.** Centtrip may terminate this Agreement immediately at any time without notice if:
- the Account Holder is Insolvent;
 - an applicable regulatory or law enforcement authority initiates a regulatory or enforcement action or investigation against the Account Holder which, in the reasonable judgment of Centtrip will materially impair the terms of the Agreement, the expected economic value of this Agreement, or the business reputation of Centtrip;
 - the Account Holder breaches this Agreement; or
 - the transactions originating under this Agreement are deemed by Centtrip, in Centtrip's sole discretion, to represent a regulatory compliance or business risk.
- 8.3.** Where the Agreement is terminated, all amounts owed by the Account Holder to Centtrip shall become immediately due and payable. Termination of the Agreement shall be without prejudice to any rights, obligations, claims and liabilities which have accrued prior to the date on which the Agreement terminates.

9. Account Holder representations and warranties

In this section, Associated Person means, in relation to the Account Holder, a person (including an employee, agent or subsidiary) who performs or has performed services for or on behalf of the Account Holder.

9.1. General

The Account Holder, on behalf of its Associated Persons, represents and warrants that:

- it has the authority to enter into the Agreement;
- all information on the Account Application is true and complete, and Account Holder will promptly advise Centtrip of any changes to such information.
- It will have legal title to all funds used in connection with trades entered into hereunder;
- it will fully comply with all applicable laws and regulations;
- it has all requisite authorizations and approvals to make any payments for the Services; and
- it will take such other action as Centtrip may reasonably request in connection herewith including compliance with the requirements of third parties including but not limited to the Processor, the Bank and any relevant regulatory authority.

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9.2. Compliance with Anti-Money Laundering and Anti-Terrorism Laws

The Account Holder, on behalf of its Associated Persons represents and warrants that:

- it is familiar and fully complies with all applicable anti-terrorism, anti-corruption, anti-money laundering laws and regulations , including without limitation, but not limited to, the Bank Secrecy Act 1970, as amended, the USA Patriot Act 2001, the Money Laundering Control Act 1986, the Money Laundering Suppression Act 1994, the Money Laundering and Financial Crimes Strategy Act 1998, the Suppression of the Financing of Terrorism Convention Implementation Act 2002 and the Intelligence Reform and Terrorism Prevention Act 2004 (the "Anti-Money Laundering and Terrorism Laws");
- it understands that Centtrip is under a financial obligation to perform Know Your Customer (KYC) screening and other checks relating the Anti-Money Laundering and Terrorism Laws. The Account Holder agrees to provide Centtrip with complete and accurate KYC related information and acknowledges that Centtrip is under a contractual obligation to provide the KYC information to the Processor;
- it is not or has not at any time engaged in any activity, practice or conduct which would constitute an offence under the Anti-Money Laundering and Terrorism Laws;
- neither the Account Holder or its Associated Persons is or has been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of the Anti-Money Laundering and Terrorism Laws. It acknowledges that Centtrip's performance of the Services may also be subject to compliance with all applicable Anti-Money Laundering and Terrorism Laws.

10. Limitation of liability

- 10.1.** The Account Interface and all other related Services are provided on an "as is" basis with no representations or warranties of any kind, either express or implied. Centtrip shall have no responsibility for transmission errors, faulty or unreliable internet connections or website downtime. All Limitation on Liability and Indemnity terms set forth in Section 12 shall apply fully to the Account Holder or User's use of the Account Interface, as well as any other means of accessing such services.
- 10.2.** Centtrip shall not be liable (whether in contract, tort (including negligence), under statute or otherwise) to the Account Holder for: loss of profits; or loss of business; or depletion of goodwill and/or similar losses; or loss of anticipated savings; or loss of goods; or loss of contract; or loss of use; or loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, incurred by the Account Holder as a result of this Agreement.
- 10.3.** Nothing in this Agreement shall exclude or limit one party's liability to the other for:
- personal injury or death caused by its negligence;
 - its fraud or fraudulent misrepresentation; or
 - any matter for which it is not permitted by law to exclude or limit its liability;

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- all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, are excluded from the Agreement.

10.4. If the Account Holder's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Account Holder, its agents, subcontractors, consultants or employees, Centtrip shall not be liable for any costs, charges or losses sustained or incurred by the Account Holder arising directly or indirectly from such prevention or delay.

11. General Provisions

11.1. This Agreement and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.

11.2. Changes to the Agreement

Centtrip may update or amend these terms and conditions (including the Subscription Fees described in Schedule 2). Notice of any changes will be given on our website, or by e-mail notification, at least 2 months in advance. By continuing to use the Services after the expiration of the 2-month notice period you acknowledge that you indicate your acceptance to be bound by the updated or amended terms and conditions. If you do not wish to be bound by them, you should stop using the Account and terminate this Agreement in accordance with Section 8 above.

12. Complaints, disputes and governing law

12.1. Complaints & Disputes

The Account Holder must raise any disputes and complaints that may arise in relation to the Services directly with Centtrip in accordance with this Section.

12.2. The parties undertake to take all steps to reach an amicable agreement to any dispute arising in relation to the validity, interpretation, or fulfilment of the Agreement. This Section 12 is without prejudice to a party's right to seek interim relief against any other party (such as an injunction) through the competent courts to protect its rights and interests, or to enforce the obligations of any of the other parties.

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Schedule 1

Revision date: 10 August 2021

Commercial Account Holder Card Agreement

IMPORTANT: These Terms include resolution of Disputes by arbitration instead of in court and class action waiver. PLEASE READ CAREFULLY.

Account Holder shall be responsible for notifying the Authorized Card Users of their authority and obligations under these Terms and for ensuring that each Authorized Card User complies with these Terms. Each Authorized Card User must accept these Terms in order to receive and use the Card.

Please read

This agreement represents an agreement between you and Sutton Bank, Member FDIC, and contains the terms and conditions governing your Card Program (the "Terms"). To make the Card Program available to you, Adyen N.V. ("Processor") contracts with your Card Program Provider, defined below, and your card issuer, Sutton Bank ("Bank"), member FDIC. "We", "us", and "our" refer to Bank and its successors, affiliates, and assignees.

Processor is a public company registered in the Netherlands under company number 34259528 with a registered office at Simon Carmiggeltstraat 6-50, 1011 DJ, Amsterdam, the Netherlands. Processor is the technical provider of the Card Program. Pursuant to Processor's direct agreement with Card Program Provider, Processor makes your account available and ensures transactions are processed correctly and in accordance with applicable law. Processor partners with Bank. Bank issues your Card(s) in the United States and holds and maintains your Card Account and the funds therein (the "Card Services"). Your Card Program Provider (or "Provider") is responsible for administering the Card Program and providing support. Your Card Program Provider manages the parameters surrounding your Card Program including card design, functionality and fees.

We encourage you to carefully read these Terms before accepting so you understand how the Card Services will be provided to you. These Terms form the binding agreement between you (the Account Holder) and Bank. In order to improve the readability of these Terms, we occasionally make use of capitalized words to reflect defined terms. A glossary of all the definitions can be found on the last page of this document. Please view, print and store these Terms. You may also request a free digital copy from your Card Program Provider.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

Card Program Provider:

Centtrip Inc.

Centtrip

DISCLAIMER

The Card Services we provide in this agreement are regulated under financial law and strictly personal. You may not assign or transfer your rights under this agreement to anyone else. You may only use the Card Services in a manner consistent with these Terms and other applicable terms as agreed between you and the Card Program Provider. In the event your Card Program allows you to designate Authorized Card Users ("Users") such Users must also agree to these terms. It is your obligation to ensure the appropriate User approval process, as outlined by your Card Program Provider, is met prior to allowing their use of any Card or Card Account.

E-SIGN CONSENT

You consent to the use of electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you and Authorized Card Users under these Terms and in connection with your relationship with us, your Processor, and your Card Program Provider (collectively, "Communications") that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to these Terms electronically, you represent that you i) have read and understand these Terms, Processor's Privacy Policy (available at www.adyen.com), and Bank's Privacy Policy (available at https://www.suttonbank.com/_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf), ii) have read and understand this consent to use electronic signatures and to receive Communications electronically, iii) meet the minimum hardware and software requirements specified below, iv) must keep your information with us up to date and notify us of any change to your e-mail address and iv) understand that your consent will remain in effect until you withdraw it.

You may withdraw your consent to receive further Communications electronically at any time by contacting your Card Program Provider. If you withdraw your consent to receive Communications electronically, we reserve the right to close your Account and return your remaining Account balance as set forth in these Terms or charge you a fee for paper copies of Communications. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

In order to access and retain Communications provided to you electronically, you must maintain a valid email address, a Current Version of a commercially available internet browser and a Current Version of a program that accurately reads and displays PDF files. "Current Version" means a version of the software that is currently being supported by its publisher.

You should print and save or electronically store a copy of all Communications that we send to you electronically. You may request a printed copy from your Card Program Provider however we reserve the right to assess a fee for any such paper copy. We reserve the right, in our sole discretion, to communicate with you in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating these Terms with your Card Program Provider who may post updates via an Account Interface or otherwise delivering notice of such termination or change electronically.

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1. Activating your Account and Card

1.1. Account Activation and KYC

After you have accepted these Terms, provided the necessary information to your Card Program Provider, and your KYC information is verified, your Card Program Provider can activate your Card Account. Note, the necessary information and procedures for activation will vary by Card Program and Card Program Provider and may include additional steps relating to personalized Security Credentials such as setting a PIN. Your identity and personal information must be verified in accordance with KYC procedures (as outlined below) before you can use your Card. For more information about activating your Card and Account, please contact your Card Program Provider.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR THE ACCOUNT HOLDER: WHEN THE ACCOUNT HOLDER OPENS AN ACCOUNT, WE AND/OR YOUR PROCESSOR WILL ASK FOR THE NAME, ADDRESS, EMPLOYER IDENTIFICATION NUMBER AND ORGANIZATIONAL DOCUMENTS OF THE ACCOUNT HOLDER AND THE NAMES, ADDRESSES, DATES OF BIRTH, AND OTHER INFORMATION CONCERNING EACH PRINCIPAL OWNER THAT WILL ALLOW US TO IDENTIFY THE ACCOUNT HOLDER AND ITS PRINCIPAL OWNERS. WE AND/OR YOUR PROCESSOR MAY ALSO ASK TO SEE A COPY OF EACH PRINCIPAL OWNER'S DRIVER'S LICENSES OR OTHER IDENTIFICATION DOCUMENTS. FOR THE AVOIDANCE OF DOUBT, "PERSON" MAY MEAN CORPORATION OR OTHER CORPORATE ENTITY.

The above KYC information will be collected by your Card Program Provider and shared with your Processor who will conduct a review of such information. Your Processor may additionally share this information with us. You hereby consent and agree to the sharing of such information between Card Program Provider, Processor and us.

You must notify your Card Program Provider of any changes in your registration information without undue delay. You agree that we and/or your Processor may run further checks on your identity, creditworthiness and background by contacting and consulting relevant screening tools, registries and governmental authorities.

As we take your privacy very seriously, we will solely process and store your personal data for the purpose of providing the Card Services and in accordance with (data protection) law and these Terms, and according to our Privacy Policy.

1.2. Account Holder Representations and Warranties

Prior to your involvement in any way in a Card Program, we require the following representations and warranties. By agreeing to these Terms you represent and warrant to us that:

- (i) you have received a copy of these Terms and agree to be bound by and to comply with them and understand that they are subject to change in accordance with applicable law;
- (ii) you are duly organized, validly existing and in good standing under the laws of the state in the United States of your formation or other local jurisdiction as may be applicable;
- (iii) you are duly qualified, have secured and maintain all applicable licenses, and are in good standing to do business in all jurisdictions where you conduct your business;

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(iv) you have all necessary organizational power and authority to establish the Card Account, enter into these Terms, and to perform all of the obligations to be performed by you under these Terms;

(v) the personal and business information that you provide to us in connection with the Card Account is true, correct and complete;

(vi) the individual accepting and agreeing to these Terms for you has the requisite corporate authority to accept and agree to the Terms on your behalf;

(vii) you have accepted all Card Program Provider terms relevant to the Card Program;

(viii) Account Holder authorized each Authorized Card User to accept and use the Card;

(ix) Account Holder has provided each Authorized Card User with a copy of these Terms each Authorized Card User accepts and agrees to be bound by and to comply with them; and

(x) the Card Account will only be used for business purposes and not be used for personal, family or household purposes.

2. Using your Card and Card Account

2.1. Fees

There is a 1.5% currency conversion fee for transactions in foreign currencies charged in association with the use of your Card. For ATM withdrawals a USD 3.00 fee will be charged on each relevant transaction. Other third-party fees may apply. Any fees charged by third parties will be your responsibility and will be charged to your Card Account.

2.2. Your Card Account

The Card is issued by Bank. Your Card Account is a prepaid account. This means you can only use the Card if you have sufficient funds added to your Card Account (account funding procedures are included in section 2.7). We will not provide you with any form of credit or loan. Unless otherwise determined, it is not possible to have a negative balance on your Card Account. You will not receive any interest on the funds in your Card Account. There are no overdraft credit fees. The Card Account does not constitute a checking or savings account. The Card is not a credit card. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card must be surrendered to Bank upon its reasonable demand. The Card is non-transferable and may be cancelled or revoked at any time without prior notice except as required by law. To the extent permitted by applicable law, we may cancel, repossess, or revoke the Card at any time without prior notice. The Card cannot be redeemed for cash. The Account Holder will also be authorized to make changes to the Card Account with or without the consent of any Authorized Card User. The Account Holder is the owner of all funds in the Card Account and allocated to any Authorized Card User at all times and each Authorized Card User agrees that the Card shall only be used as authorized by the Account Holder. Account Holder acknowledges and agrees that the value available in the Card Account and any Card Account is limited to the funds that have been added to the Card Account or allocated to any Card Account pursuant to these Terms.

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2.3. Card Account Balance

It is important to know the amount of available funds in the Card Account before performing a transaction with a Card. Your Card Program Provider is responsible for making this information available to you. If there are not sufficient funds in the Card Account to cover the transaction amount, the transaction will be declined. Authorized Card Users are not authorized to use any funds added to the Card Account in error. Any transaction that could create a negative balance for the Card Account is not permitted, but may occur in limited circumstances. Adjustments may be made to the Card Account to reverse an error, reflect a merchant adjustment, or resolve a dispute regarding a transaction posted to the Card Account. These processing and adjustment entries could cause your Card Account to have a negative balance. If a Card Account has a negative balance, Account Holder and Authorized Card User agree: (a) that the balance of the Card Account can be adjusted to reflect that amount; (b) that we may automatically apply any subsequent deposits to the Account to satisfy the negative balance and (c) Account Holder is liable to us for the amount of the negative balance.

2.4. Transactions in Foreign Currencies

If an Authorized Card User makes a purchase using your Card in a currency other than in U.S. dollars, the amount deducted from the available funds in the Card Account will be converted by the applicable network (either Visa[®] or Mastercard[®]) into U.S. dollars. The applicable exchange rate will be selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa or Mastercard itself receives or the government-listed rate. The exchange rate used on the central processing date may be different than the rate that was in effect on the date the User performed the transaction. Applicable currency conversion fees for your Card are outlined in section 2.1 "Fees".

2.5. Refunds and Disputes

An Authorized Card User will not receive cash refunds for Card transactions. If a merchant gives an Authorized Card User a credit for merchandise returns or adjustments, the merchant may do so by processing a credit adjustment, which we will credit to the available funds in your Card Account. We are not responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that you purchase with your Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased.

2.6. Your Security Credentials and Card

Your Card and Card Account may be protected with Security Credentials (e.g., a PIN). You may be prompted to insert your Security Credentials each time you wish to authorize a Payment or access your Card Account. Please reach out to your Card Program Provider if you have questions relating to Security Credentials. To comply with the industry principle of strong customer authentication for online Payments, you may be asked to provide additional Security Credentials to authorize a Payment. These additional Security Credentials will be sent by way of an SMS or other another method provided by your Processor. You hereby consent that your Processor may share certain information about you to such SMS or telecommunication providers solely for the purpose described in this section and in accordance with our, and Processor's, Privacy Policies.

It is your responsibility to ensure your Security Credentials remain secret. We recommend that you do not store a digital or physical copy of your Security Credential. If you do store your Security Credentials, it is your responsibility you do so with appropriate protection being applied (e.g., a vault

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or encrypting your security information).

If your Security Credentials are compromised or possibly compromised, or your Card is blocked for any other reason, you can request new Security Credentials by logging into your Account Interface or contacting the Card Program Provider.

In some occasions, your Card may have to be replaced. This is for example the case if your Card is lost/stolen or has expired. You may request a new Card via your Account Interface or by contacting your Card Program Provider.

2.7. Funding your Card Account

Subject to the limitations described in these Terms and those of the Card Program Provider, you may only load the Card Account as described in this Section. You may not add funds to the Card Account by sending personal checks, cashier's checks, or money orders to us. We will return all checks and money orders unless the Card Account has a negative balance, in which case we may in our sole discretion apply the proceeds of the check or money order towards the negative balance of the Card Account.

2.7.1. Bank Account Transfer

You may fund the Card Account by initiating a bank account transfer or wire transfer to a bank account designated by your Card Program Provider and managed by Processor. By adding funds to the designated bank account, You agree that Processor will transfer such funds to Bank.

2.8. Transaction Limits

The maximum amount that can be spent using the Card Account is limited to lower of: (a) the limits set by your Card Program Provider and (b) limits set forth by the Bank. The Bank's spending limits are: \$250,000 per transaction, \$275,000 per day, and \$1,000,000 per month. If your card is eligible for ATM withdrawals, the maximum amount that can be withdrawn from the Card Account is limited to lower of: (a) the limits set by your Card Program Provider and (b) limits set forth by the Bank. The Bank's withdrawal limits are: \$5000 per transaction, \$5000 per day, and \$50,000 per month. In order to protect the Card Account, we may temporarily impose limits on the dollar amount, number, and type of transactions performed using a Card and the Card Account. To the extent permitted by applicable law, we reserve the right to: (a) change the transaction limits; (b) limit, block, or place a hold on certain types of transfers or transactions; and (c) limit, suspend, or block transfers from particular persons, entities, or Card Accounts.

2.9. Using a Card

Authorized Card User may use a Card to make purchases at any merchant that accepts the network prepaid cards or prepaid cards of other networks in which the Bank participates, subject to the available Card Account balance, the transaction limits and transaction restrictions outlined below, and the other terms and condition of this Agreement. If an Authorized Card User uses a Card number without presenting the Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if Authorized Card User used the Card itself. Each time Authorized Card User uses a Card, Account Holder and Authorized Card User authorizes us to reduce the value available in the Card Account by the amount of the transaction and any applicable fees. Authorized Card User is not allowed to exceed the amount of the available funds in the Card Account or allocated

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to his or her Card Account, whichever is less, through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the amount of available funds in the Card Account or allocated to an Authorized Card User's Card Account, Account Holder will be fully liable to us for the full amount of the transaction and any applicable fees. We may refuse to process a transaction, or temporarily "freeze" a Card Account and attempt to contact an Account Holder if we notice transactions that are unusual or appear suspicious, or use of the Card that are not consistent with its intended use.

2.10. Merchant Holds on Available Funds

When Authorized Card User uses a Card or Card number to initiate a transaction at certain merchant locations, such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the available funds in the Card Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to Account Holder or Authorized Card User for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take up to seven days for the hold to be removed. During that period, Account Holder and Authorized Card User will not have access to the funds subject to the hold. Please be advised that Authorized Card User may experience difficulties using a Card at unattended vending machines, kiosks, and gas station pumps. If a Card is declined at a "pay at the pump" gas station even though Authorized Card User has sufficient funds available, Authorized Card User should pay for the purchase inside with the cashier.

2.11. Transaction Requirements

Transactions approved and processed with the Card may only be used to purchase goods and services for business purposes only and not for personal, family or household purposes.

2.12. Receipts

Authorized Card User is responsible for getting a receipt for each Card transaction. Authorized Card User agrees to retain, verify, and reconcile Card transactions and receipts

2.13. Authorized Card User Eligibility and Consents

Prior to distributing a Card or access to an Account to an Authorized Card User, Account Holder shall be responsible for ensuring that each User (i) is of at least 18 years of age (or older if residing in a jurisdiction where the majority age is older); (ii) agrees to the Privacy Policies included herein; (iii) agrees to these Terms; and (iv) provides or agrees that a Card Program Provider may provide all requested information, such as the User's name, email address, and such other information as we or Processor may request from time to time (collectively, "User Information"). User represents and warrants that all information, including User Information, provided to Card Program Provider, Processor, Us, or to Account Holder (to provide to the aforementioned parties) from time to time is truthful, accurate, current, and complete. User agrees to promptly notify Account Holder in writing of changes to any User Information. When a Card Program Provider notifies us to revoke such permission, we will close the relevant Card and access to the Account and User may no longer use the Card or Account.

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2.14. Account Alerts

We and your Processor will share important notices about your Card Account to your Card Program Provider. By agreeing to these Terms, you and your Authorized Card Users are designating your Card Program Provider as the main point of contact with respect to your Card Account and agree that we and your Processor may share information relating to your Card Account directly with such Card Program Provider. If you would like to change the frequency of the Card Account notifications you receive you should reach out to your Card Program Provider.

2.15. Account Holder Consents

In the event Account Holder needs to revoke permissions granted to an Authorized Card User they should reach out to the Card Program Provider. Any revocation of such permission will be effective only after we have a reasonable period of time to process Account Holder's withdrawal.

2.16. Privacy

Account Holder's and Authorized Card Users' privacy is very important to us. We may disclose information to third parties about Account Holder and Authorized Card User, Card and Card Account, and transactions related thereto: (a) as necessary to effect, administer, or enforce a transaction requested or authorized by an Authorized Card User; (b) with Account Holder's or relevant Authorized Card User's consent; (c) to protect against or prevent actual or potential fraud, unauthorized transactions, or other liability; (d) to comply with government agency or court orders; (e) as permitted and required by applicable law; and (f) as otherwise provided in Bank's Privacy Policy. Account Holder and Authorized Card Users understand that by participating in the Program, Account Holder and Authorized Card Users consent to the collection, use, and disclosure of Account Holder and Authorized Card Users' information as set forth in these Terms and Bank's Privacy Policy available on the Website and at https://www.suttonbank.com/_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf.

3. Unauthorized Payments

IN CASE YOUR CARD OR SECURITY CREDENTIALS ARE LOST, STOLEN, COMPROMISED OR USED WITHOUT YOUR PERMISSION, YOU MUST IMMEDIATELY BLOCK YOUR CARD VIA THE ACCOUNT INTERFACE OR BY CONTACTING THE CARD PROGRAM PROVIDER. TO THE FULLEST EXTEND PERMITTED UNDER LAW, WE ARE NOT RESPONSIBLE FOR REIMBURSING OR REFUNDING ANY EXECUTED PAYMENTS.

You may be obligated to provide all relevant information regarding the unauthorized Payment so that we may investigate the matter. This information must be provided without undue delay after our first request. We may make such request through Processor or Card Program Provider.

The Card Account is a commercial Account and does not provide consumer protections for lost or stolen Cards or unauthorized transactions. Treat the Card and Card Account like cash. Until a Card Program Provider or Authorized Card User reports a Card as lost or stolen or reports an unauthorized transaction on a Card or Card Account, Account Holder is fully responsible for all transactions, even if the Card is lost, stolen or used for unauthorized transactions. Contact Customer Service IMMEDIATELY if you or an Authorized Card User believes: (a) a Card has been lost or stolen, (b) someone has gained unauthorized access to any security information relating to a Card such as a PIN, user name, password or other security information

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used to access the Card or Card Account, or (c) someone has transferred or may transfer funds from the Card Account without the required permission. Unless we have authorized a transaction after a Card Account is blocked (See Section titled "Liability"), Account Holder and Authorized Card User are responsible for all unauthorized transactions initiated and fees incurred from the unauthorized use of a Card Account. Failure to promptly notify us could result in the Account Holder losing ALL of the money in the Card Account.

4. Suspension or Cancellation

To the extent permitted by applicable law, we may suspend or block any aspect of our Card Services to you for any reason and without notice. Suspension of or blocked Card Services are likely to occur in the following circumstances:

- if you use wrong Security Credentials multiple times;
- if we have reasonable concerns about the security of our service or systems, or suspect that your Card and/or Card Account might be used fraudulently, illegally or without your permission;
- if legal or regulatory requirements prevent us from rendering the Card Services or mean that we need to carry out further (identity) checks;
- if we believe you have breached any of these Terms (or other related terms relating to the Card Services or those provided by the Card Program Provider) in a way that we reasonably believe justifies suspending or blocking your Card Services;
- if your instruction does not contain all the information necessary to authorise or facilitate the Payment properly;
- if you do not have enough funds on your Card Account to cover the Payment;
- if you use or facilitate the use of the Cards and/or Card Account for online gambling or illegal transactions;
- if your Card Program Provider chooses to restrict transactions based on Merchant Category Code or Merchant ID (please contact your Card Program Provider if you have any questions);
- if your Payment is restricted or prohibited according to the Card Program Provider's agreed limitation of use (please contact your Card Program Provider if you have any questions about applicable use limits such as restricted countries/products/services or applicable spending thresholds);
- if a bankruptcy order is made against you or your principal owners or you have entered into an individual voluntary arrangement with your creditors;
- if a third-party Scheme Owner (like Visa and Mastercard) prevents us from processing the Payment or rendering the Card Services;
- if we have asked you for important information we reasonably need to provide and comply with these Terms and you have not given us that information; or
- if your Account is suspended or terminated pursuant to Section titled "Termination".

If you have questions surrounding blocked or suspended Card Services, please reach out to your Card Program Provider.

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You may initiate cancellation of your Card, your Card Account, or these Terms at any time by notifying your Card Program Provider. Cancellation or suspension of these Terms will not affect any of our rights or your Card Program Provider's or any Authorized Card User's obligations arising under these Terms prior to such cancellation or suspension. In the event that your Card Account is cancelled, closed, or terminated for any reason, Account Holder may request the unused balance to be returned to Account Holder.

5. Termination

You may withdraw your acceptance of these Terms at any time through your Account Interface or with a written notification addressed to the Card Program Provider. Please note that terminating your acceptance does not free you from your obligation to pay any outstanding amounts or charges that you owe us or the Card Program Provider, even if those amounts or charges occur after you have terminated the agreement, for example in case of payable refund or chargeback costs.

We may terminate these Terms and or the Card Services at any time. Termination is likely to occur if:

- we have reasonable ground to believe your Card and/or Card Account are used fraudulently or illegally by yourself or your Authorized Card Users;
- the terms between you and the Card Program Provider have been terminated or suspended;
- you have breached any of these Terms (or other related terms relating to the Card Services or those provided by the Card Program Provider) in a way that we reasonably believe justifies terminating your Card Services;
- a bankruptcy order is made against you or you have entered into an individual voluntary arrangement with your creditors;
- a third-party Scheme Owner (like Visa and Mastercard) prevents us from processing the Payment or rendering the Card Services; or
- we have asked you for important Registration or other information we reasonably need to provide and comply with these Terms, and you have not given us that information.

6. Redemption

Upon termination of the Card Services we will transfer the remaining Card Account balance to a registered beneficiary or bank account on your name. This is called "Redemption". Any successful Payments prior to Redemption cannot be transferred back to you.

If you request a (partial) Redemption of your funds without terminating these Terms and the Card Services, we may charge you a reasonable processing fees equal to the actual Redemption costs applying to the transfer.

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7. Complaints and Errors

If you think an error has occurred involving your Card Account, contact your Card Program Provider immediately. You can address a complaint about the Card Program or the Card Services with the Card Program Provider. The Card Program Provider will ensure that your complaint will be dealt with appropriately. In your Account Interface or your direct agreement with Card Program Provider, you can find information on the manner in which a complaint relating to the Card, Card Account or any related services can be filed. We will review all complaints in a commercially reasonable manner but given the commercial nature of the Card Programs allowed under these Terms, note that you are not entitled to and we are not obligated to follow the requirements or obligations of the Electronic Funds Transfer Act and Regulation E thereunder.

You must report an error (by notifying your Card Program Provider) no later than 60 days after the earlier of the date you electronically access your account (if the error is visible in your electronic transaction history), or the date you were sent the first written transaction history on which the error appeared. When you send notification of an error involving your Card Account you will need to include all relevant information to identify you and the error.

8. Property Rights

We and Processor are the respective owners of all intellectual property rights and other materials relating to the Card Services. It is strictly forbidden for you to reproduce or reverse-engineer any of Banks or Processor's products. These terms and conditions do not transfer any of Bank's or Processors intellectual property rights to you.

9. Liability

We shall only be liable to you for our own acts or faults and not for acts or faults of third parties (e.g. Card suppliers, Scheme Owners, Card Acceptors or the Card Program Provider).

IN NO EVENT SHALL WE BE LIABLE FOR LOSS OF PROFIT, BUSINESS, CONTRACTS, REVENUES OR ANTICIPATED SAVINGS, OR DAMAGE TO GOOD NAME; OR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND (WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE) IN CONNECTION WITH OR ARISING OUT OF OUR PERFORMANCE OR NON-PERFORMANCE (INCLUDING BREACH) UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THESE TERMS.

In addition, we shall not be liable to you for any loss, claims or damages resulting from:

- (a) any unauthorized Payment where you acted fraudulently or where you failed to use the Card in accordance with these Terms (including the obligations to keep reasonably safe the Card and your Security Credentials, or failure to notify us if those are compromised);
- (b) the non-execution or defective execution of a Payment as a consequence of you providing the wrong beneficiary;
- (d) any person or business refusing to accept your Card; or

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- (e) an ATM failing to issue cash;
- (f) any reason beyond our control, including but not limited to, fire, floods, earthquakes, strike, labor dispute, terrorist attack or general internet failure;
- (g) unavailability if the funds in the Card Account are subject to legal process or are otherwise not available for transactions;
- (i) a blocked Card Account after a Card is reported lost or stolen; or
- (j) if we do not complete a transaction if we have reason to believe the transaction is unauthorized
- (k) through no fault of ours, Authorized Card User does not have enough available funds in the Card Account to perform the transaction;
- (l) the system, or point-of-sale terminal was not working properly and a Card Program Provider or Authorized Card User knew about the problem when Authorized Card User initiated the transaction;
- (m) the transaction cannot be completed because a Card is damaged.

Neither we, nor you, shall exclude or limit its liability under these Terms for gross negligence, fraud or personal injury.

10. General Provisions

We may transfer this agreement if we reasonably think that this will not have a material negative effect on your rights under these terms or we need to do so to comply with legal or regulatory requirement.

We retain the unilateral right to change or update these Terms from time to time. You will be notified of any changes to the terms. There may be times when we will have to change the terms without prior notice for legal, regulatory or security reasons.

If any term or provision in these Terms shall be held to be illegal or unenforceable, in whole or in part, under any applicable law, such term or provision or part shall to that extent be deemed not to form part of the terms but the validity and enforceability of the remainder of the terms shall not be affected.

11. Applicable Law

These Terms will be governed by and construed in accordance with the laws of the State of Ohio, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

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12. Indemnification

Account Holder agrees to defend indemnify and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorney's fees) that arise from Account Holder's, Card Program Provider's, or any Authorized Card Users' violation of these Terms, applicable law, or any third-party rights or Account Holder's, Card Program Provider's, or any Authorized Card Users' fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by Account Holder, in which even Account Holder will cooperate in asserting any available defenses.

13. No Warranty of Availability or Uninterrupted Use

From time to time, services related to the Card Program may be inoperative. When this happens, you may be unable to access the Card Services and Authorized Card Users may be unable to use the Card or obtain information about the Card. Please notify your Card Program Provider if you have any problems using the Card or Account Interface. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

14. Notification of Changes

If your U.S. mail or postal address, or email address or telephone number changes, you must notify your Card Program Provider immediately. Failure to do so may result in information regarding the Card or Account being delivered to the wrong person or your transactions being declined. In such event, we shall not be responsible for any resulting misuse of funds available in the Account. You must notify us and Processor, through your Card Program Provider, immediately in the event of the insolvency, receivership, conservatorship, bankruptcy, reorganization or change in Principal Owners. Your Account may be terminated by us in the event a change of control, reorganization, restructuring, conversion, consolidation, division or merger of Principal Owner.

15. Binding Arbitration

For any and all controversies, disputes, demands, claims, or causes of action between Account Holder (which includes for purposes of this provision any Authorized Card User) and us (including the interpretation and scope of this section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Card Program, Accounts, or these Terms (as well as any related or prior agreement that Account Holder may have had with us), Account Holder and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration and the terms of this section. The arbitration will take place in the federal judicial district located in the borough of Manhattan, New York, New York, or in the alternative, may be conducted telephonically at your request.

As used in this Section, "we" and "us" means Bank and their subsidiaries, affiliates, predecessors, successors, and assigns and all of their respective employees, officers, directors, agents, and

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representatives. In addition, "we" and "us" includes any third party providing any product, service, or benefit in connection with the Accounts or these Terms (as well as any related or prior agreement that Account Holder may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association ("AAA") with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "Rules and Procedures"). Notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of Account Holder's principal place of business residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of Account Holder's principal place of business for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

Account Holder agrees to the following in connection with any arbitration: (a) no class or similar group arbitration will be permitted; (b) the arbitration will be confidential, and neither Account Holder nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (c) subject to Limitation of Liability, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (d) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

Account Holder understands and agrees that, by agreeing to these Terms:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;
- YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE BETWEEN US; and
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY DISPUTE BETWEEN US.

This Section will survive termination of the Account or these Terms as well as any voluntary payment of any debt in full by Account Holder or bankruptcy by Account Holder, or any bankruptcy by us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein.

Please refer to your card to determine your card network.

This card is issued by Sutton Bank, Member FDIC, pursuant to license from Visa U.S.A., Inc.

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Definitions

Account Holder	The owner of the Card Account as administered by Bank.
Account Interface	The website or app (or equivalent online environment) developed by Card Program Provider for Account Holders, to provide certain online Card Account functionality.
ATM	An automated teller machine or cash dispenser that could be used to withdraw cash with the Card.
Authorized Card User	Any person designated by Account Holder and authorized by the Card Program Provider to use the Account on the Account Holder's behalf.
Card	The physical or virtual card issued by Bank to the Account Holder for the purpose of issuing Payment Transactions from the Card Account.
Card Acceptor	Third parties that accept payment via the Card, including automated teller machines.
Card Account	The Account Holder's account provided by Bank and administered by Processor via its balance platform.
Card Program	The intended use of the Card Services including applicable Card Acceptors, use limits, type of card (virtual or physical), applicable territory, as outlined by Card Program Provider to you.
Card Program Provider	The party that administers the Card Program pursuant to your direct agreement with and manages the parameters surrounding your Card Program.
Card Services	The services provided by Bank, including the issuing of, holding, and maintenance your Card Account and the funds therein.
Payment Transaction	Any Card transaction processed by Processor on instruction or on behalf of Account Holder to a Card Acceptor.
Scheme Owner	Visa, Mastercard or comparable parties providing any form of credit or debit card which may be used by Account Holder to make a Payment Transaction, depending on the card program as agreed between Card Program Provider and Processor.
Security Credentials	Personalized access credentials applicable to the Card or Card Services, depending on the Card Program chosen (e.g. PIN-codes) and communicated by Card Program Provider.
Terms	The terms and conditions within this Commercial Account Holder Card Agreement.

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Schedule 2

Centtrip Subscription Fees

1. Definitions

The Definitions set out below will apply to defined terms used within this Schedule:

Account Approval and Order Confirmation Email	The Account Holder specific email that confirms the Allowances, Subscription Fees and Transaction Fees that will apply to the Account either physically signed or as agreed online.
Account Holder	A type of Account Holder where upfront Subscription Fees are applied in accordance with agreed Allowances. Transaction Fees also apply.
Allowances	The total number of operating Accounts, Authorized Users and Cardholders who will be provided with access to the Services associated with the Account Holder.
Authorized User(s)	The total number of named client admin users that will be able to use the Services associated with the Account Holder.
Cardholder(s)	An individual that has been provided with a Centtrip Corporate Mastercard that has been issued by the Bank that is associated with the Account Holder.
Direct Debit	The payment method that will be used by Centtrip to collect the Subscription Fees and Over Allowance Usage Fees.
Over Allowance Usage Fee	The fees payable by the Account Holder to Centtrip based on the total number of Operating Accounts, Authorized Users and Cardholders accessing the Services associated with the Account Holder, which exceeds the Allowances agreed. Fees are charged month in advance based on the current Over Allowance Usage at the time of billing.
Subscription Fees	The subscription fees payable by the Account Holder to Centtrip to receive agreed Services.
Subscription Term	The minimum period of the initial Subscription Term shall be twelve (12) months, thereafter the Agreement will automatically renew on a month-by-month basis.
Third Party Financial Service Provider	The party that will be responsible for entering into a direct agreement with the Account Holder that will govern the Direct Debit arrangements

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Transaction Account Holder	A type of Account Holder where Transaction Fees are applied each time a transaction is performed.
Transaction Fees	Transaction Fees will be applied to the Account and calculated in accordance with the pricing schedule set out in the Account Approval and Order Confirmation Email. Transaction fees will be applied at the time of the transaction.

2. Subscription Fees applicable to the Account Holder

- 2.1. The Account Holder will be provided with agreed Allowances, calculated in accordance with a tiered fee structure that will enable the Account Holder to access different bundles of Services during the Subscription Term. The agreed Allowances and associated fees that will apply to the Account Holder account are set out in the Account Approval and Order Confirmation Email. Please also refer to our current pricing for Services provided in the tables below.
- 2.2. Centtrip reserves the right to charge the Account Holder an Over Allowance Usage Fee if the scope of use and agreed monthly Allowances set out in the Account Approval and Order Confirmation Email are exceeded. The additional rates that will apply have been included on the Account Approval and Order Confirmation Email or will be calculated in accordance with Centtrip's current standard pricing, whichever is greater.
- 2.3. Centtrip will provide the Account Holder with a statement that relates to Over Allowance Usage Fees that have been applied to the Account. The Account Holder will notify Centtrip in writing, within 15 days after receipt of the statement if an amount is disputed.
 - 2.3.1. Centtrip reserves the right to change the Subscription Fees during the Subscription Term if the Account Holder merges with, acquires or is acquired by another entity which results in additional access to the agreed Allowances for services.
- 2.4. Where Transaction Fees apply, the Account Holder will need to pay a fee each time a transaction is performed on the platform. The relevant Transaction Fee will be applied as soon as the transaction has been completed. The associated fees that will apply to the Account Holder account are set out in the fees section of the platform.

3. Payment of Fees

- 3.1. The Account Holder shall pay the Subscription Fees and Transaction Fees for the Services in accordance with this Section and the Account Approval and Order Confirmation Email.
- 3.2. Subscription Fees will be due in accordance with the billing schedule stated in the Account Approval and Order Confirmation Email and payable within 30 days of the issued invoice by the preferred method of Direct Debit. Alternate options are payment by credit card or bank transfer. In accordance, with Section 2.2 above, the Account Holder also agrees to pay any additional charges that have been applied during the previous month.

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- 3.3. Account Holder acknowledges and agrees that it will need to enter into a separate agreement that will govern the Direct Debit and Centtrip Corporate Mastercard arrangements. These arrangements will be subject to the terms and conditions of the relevant Third-Party Financial Service Provider.
- 3.4. All amounts and fees stated in Section 6 below are exclusive of taxes. The Account Holder also acknowledges to pay all applicable taxes and duties in addition to the fees quoted, unless valid proof is provided that an exemption applies.

4. Termination of Subscription Services

- 4.1. The initial Subscription Term will be twelve (12) months, after this period Services will automatically renew on a month-by-month basis.
- 4.2. Either party may terminate the Services during the initial Subscription Term by providing the other party with 90 days written notice. If the Account Holder terminates the Services before the end of the initial Subscription Term, Centtrip will be entitled to charge the Account Holder an early exit fee that will represent the unpaid Subscription Fees that would have been payable from the effective date of termination until the end date of the initial Subscription Term. If Account Holder has paid an upfront annual Subscription Fee and in the event of early termination before the end of the initial Subscription Term such payments will be non-refundable. After the initial Subscription Term either Party may terminate the Agreement by providing the other party with 30 days written notice

5. Subscription tiers, Allowances and Fees

Table 1 - Tiers

Subscription Tier	Lite	Pro	Premium
Yearly Subscription Fee	\$250 per year	\$750 per year	\$1,500 per year
Minimum subscription period	1 year	1 year	1 year
Allowances			
Operating Accounts	Up to 2	Up to 5	Up to 10
Cardholders	Up to 5	Up to 20	Up to 50
Admin Users	Up to 2	Unlimited	Unlimited
Bank Payments	\$20 per payment	\$20 per payment	\$20 per payment

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Table 2 - Allowances and limits

Account Limits	Standard	Increased
Maximum transaction value	\$150,000	\$250,000
Maximum Daily Spend	\$150,000	\$275,000
Maximum Monthly Spend	\$750,000	\$1,000,000
Maximum ATM withdrawal amount per day	\$3,000	\$5,000
Maximum ATM withdrawal amount per month	\$30,000	\$50,000

Table 3 - Fees

Transaction Type	Fee	Further detail
Loading of funds to account		
Account Load	\$0.00	No Fee
Local Transactions (US)		
ATM withdrawal (US)	\$3.00	Per withdrawal. A charge may be added by third party ATM providers
POS US (Pin/signature/Contactless)	\$0.00	Per transaction

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International Transactions (Non-US)		
ATM (International) with currency conversion	\$3.00 + 1.5% of transaction amount	Per withdrawal. A charge may be added by third party ATM providers
POS International (non-US) with currency conversion (Pin/signature/Contactless)	1.5% of transaction amount	Per transaction
Other fees		
ATM balance inquiry - Local and international	\$0.00	Per inquiry, plus third-party ATM operator fees (If applicable)
ATM decline - Local and international	\$0.00	Per declined ATM transaction
Declined POS transaction - Pin/signature/Contactless (Local and international)	\$0.00	Per declined POS transaction
Card Fees		
New card fee	\$0.00	If within subscription allowance
Card activation	\$0.00	Per activation
Close card	\$0.00	Per card cancellation/closure – balance to be loaded back to operating account if required
Replace card	\$0.00	Per lost, stolen, or damaged card replacement requested