Card Program Terms

Last modified date: December 2025

THESE CARD PROGRAM TERMS (these “Terms”) are entered into by and between you and Issuing Bank and are made pursuant to and supplement the Cross River Bank Issuing Bank Charge Card Terms (the “Cardholder Agreement”). These Terms are made in addition to and are not intended to replace or supersede any provisions of the Cardholder Agreement, and the terms of these Terms are hereby incorporated into the Cardholder Agreement by reference. To the extent there is an inconsistency between these Terms and the Cardholder Agreement, the Cardholder Agreement shall control only with respect to the inconsistency. Capitalized terms which are used herein without definition and which are defined in the Cardholder Agreement shall have the same meanings herein as in the Cardholder Agreement.

BY APPLYING FOR A CARD ACCOUNT, BY ACTIVATING A CARD, OR BY OTHERWISE AGREEING TO THESE TERMS OR THE CARDHOLDER AGREEMENT, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS.THE CARDHOLDER AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION PROVISION AND CLASS ACTION/JURY TRIAL WAIVER THAT REQUIRE THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND ISSUING BANK, PROGRAM MANAGER OR PLATFORM PROVIDER INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THESE TERMS OR THE CARDHOLDER AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE

ATTORNEY GENERAL OR REPRESENTATIVE ACTION OR PROCEEDING.

1. **General**. Program Manager has appointed Karat Technologies, Inc. to be the Platform Provider and provide certain services to you in connection with the Program. Platform Provider may provide certain services to you, including means by which you may view, manage and access your Card Account, subject to Platform Provider's Terms of Use. Platform Provider operates software that allows you to access services of Issuing Bank but Platform Provider does not provide banking services or credit. All banking, lending and money transmission services are provided by the Issuing Bank, and are governed by your agreement with Issuing Bank. The Platform Provider's Terms of Use are separate and independent from any agreement you may have with Issuing Bank, and neither Stripe nor Issuing Bank are party to or liable for any services set forth under the Platform Provider's Terms of Use. Platform Provider is responsible for all services contemplated by the Platform Provider's Terms of Use, and you will direct any questions or complaints related to such services to Platform Provider.

2. **Communications**. You agree to the Electronic Communications Agreement pursuant to which Platform Provider may provide any communications related to the Cardholder Agreement, these Terms or Platform Provider's Terms of Use in electronic form. You also consent to Platform Provider communicating with you through calls and text messages, including pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialling system, using the number provided to Platform Provider by you. Calls and messages may incur access fees from your mobile services provider. You agree that you are solely responsible for any such charges. By providing us with a telephone number, you agree that Platform Provider may record (with your consent as may be required by applicable law) any telephone conversation with you (or any another individual) during any telephone call to or from that number for training purposes, whether or not the call was initiated by you.

3. **Card and Card Account**. In addition to the terms of Section 4.1 of the Cardholder

Agreement, you may not, and must ensure no Authorized User, use the Card Account or Cards for any illegal purposes or in violation of the Law or Card Network Rules. Issuing Bank may charge and debit the Card Account (whether before or after the termination of the use of any or all Cards) the amount of each and every Card Transaction made or effected using a Card, whether by you or any other person (whether with or without your and/or Authorized user's knowledge or authority) and notwithstanding that the balance due to the Issuing Bank on the Card Account may as a consequence of any such charge or debit exceed the Credit Limit. If a store or merchant issues a credit or otherwise gives a refund to you or an Authorized User, Issuing Bank will reduce the balance of the Card Account by the amount of the refund. However, if interest and/or fees have been charged as a result of the transaction, Issuing Bank will not refund the interest and/or the fees. The Card will expire at the end of the month/year embossed on it. Unless earlier terminated in accordance with these Terms, the Card will be renewed automatically by Issuing Bank and the annual fee (if any) debited to the Card Account. If you or the Authorized User not received his/her new Card at least fourteen (14) days prior to the expiration of his/her current Card, you should report this immediately to Platform Provider. Issuing Bank reserves the right to refuse to renew Cards. If a new Card is not required for a particular Authorized User, Administer must provide notice through the Dashboard before the current Card expires. Upon the termination of these Terms or upon the revocation of authorization of an Authorized User by you, you must retrieve and recover the Card, and either return it to Issuing Bank, at Issuing Bank's request, or cut it into pieces. You or the applicable Authorized User must destroy the Card upon its expiry by cutting it into pieces. Using a blocked, cancelled, invalid, expired or recalled Card, or using the Card for illegal purposes may render you or the Authorized User liable to prosecution. You are liable to Issuing Bank, Program Manager and Platform Provider for the resulting damages of such use.

4. **Authorized Users**. In addition to the terms of Section 4.2 of the Cardholder Agreement, you must include all terms set forth in the Cardholder Agreement and these

Terms that are applicable to Authorized Users. Any directives given by you to an Authorized User regarding the use of the Card, shall not supersede the Cardholder Agreement and these Terms. You agree that you will not use, and shall ensure that no Authorized User uses, a Card for personal, family or household purposes.

5. **Fees and Penalties**. This Section 4 supplements the terms of Section 4.6 of the Cardholder Agreement.

5.1 Deferred Payment Fee. If you do not pay the statement balance in full by the Due Date shown on your Billing Statement, any unpaid portion that remains when the following Billing Statement is issued may be subject to a Deferred Payment Fee equal to 2% of the unpaid principal balance. Deferred Payment Fees will be assessed monthly until the overdue balance has been repaid in full. Deferred Payment Fees are calculated only on the outstanding principal balance and will not compound. Any payments received will be applied first to the outstanding principal balance, and thereafter to any Deferred Payment Fees that have been assessed.

5.2 Changes to Fees. We may at any time modify, amend or add additional fees, penalties, or other amounts imposed in relation to your Card Account or Cards by notifying you.

6. **Billing Statements**. Platform Provider, on behalf of Issuing Bank, will send you a Billing Statement for the Card Account each Billing Cycle. However, under certain circumstances, the law may not require us to send or make available to you a Billing Statement, or may prohibit us from doing so. All Card Transactions for each Card are rolled up to the Card Account, and a single Billing Statement will be issued. You undertake to examine the Billing Statement promptly upon receipt and to report any discrepancies to Platform Provider in writing without delay. If no objections are made to the Billing Statement, it shall be deemed to have been accepted thirty (30) days after the Billing Statement is received or deemed received by you, subject to applicable law.

“Billing Cycle” means the days between the closing date shown on the last Billing Statement we sent you and the closing date on your current Billing Statement. “Billing Statement” means statement(s) provided to you through any means, including through the Dashboard, that sets forth the Amount Due, Due Date and Transaction History.

7. **Promise to Pay**. This Section 7 supplements Section 5.2 of the Cardholder Agreement. You agree to pay to Issuing Bank the entire outstanding Amounts Due and balance and all interest and fees specified in the Billing Statement by Due Date. “Due Date” means, with respect to a Billing Statement, the date, as measured by the number of days after the Billing Statement, for which the payment of all outstanding Amounts Due that is listed on the Billing Statement is due. If the amount shown on the Billing Statement as the current amount due has not been paid to Issuing Bank by you by the Due Date, Issuing Bank shall have the right to suspend or cancel the Cards and Card Account and to charge and bill the interest rate charges and any fees disclosed to you pursuant to Section 5 of these Terms.

8. **Payment Method**. You hereby authorizes Issuing Bank to debit via automated clearing house (ACH) your deposit account, as provided by you to Issuing Bank, Program Manager or Platform Provider, for the entire outstanding Amount Due and balance and all interest and fees specified in the Billing Statement on the Due Date. You represents that the account is not a consumer account. You understands this authorization will remain in effect until revoked by you or Issuing Bank. To change or terminate this authorization, you agree to provide written notice to Issuing Bank at least thirty (30) days before the next payment Due Date, and Issuing Bank shall have reasonable time to act on any notice of termination given. Issuing Bank may also terminate this authorization for any reason. If this authorization is terminated for any reason, you agree to make payments by other methods permitted by the Issuing Bank and these Terms or Cardholder Agreement. You understands that you are responsible for the entire balance amount, any interest and late fees, charges or other consequences of late or non-payment, whether because of insufficient funds, your

error or the error of your financial institution. Even if you has set up automatic payments, you will be responsible for making monthly payments at the time and in the manner specified in the Billing Statement. Failure to timely make payments may result in a late charge, imposition of a default interest rate and/or the suspension or termination of advances under any line of credit, and Issuing Bank may pursue any other default remedies available to Issuing Bank under these Terms, the Cardholder Agreement or Law. Your ability to use the Card, including the credit available for use, may be limited by us until we confirm that your payment has cleared and funds have been received by us.

9. Credit Limits and Termination. This Section 9 supplements the terms of Section 5.4, 5.5 and 6.1 of the Cardholder Agreement.

9.1 *Credit Limit and Available Spend*. Issuing Bank may modify your Credit Limit at any time without prior notice to you. In the event of a change in your Credit Limit results in a revised Credit Limit that is lower than the current amount outstanding on the Card Account, you shall make payment to Issuing Bank that is sufficient to reduce the current amount outstanding to an amount that is equal to or less than the revised Credit Limit, as applicable, the earlier of the next Due Date and two (2) business days.
9.2 *Over Limit Approvals*. Issuing Bank (or Program Manager on Issuing Bank's behalf) may choose to approve certain Card Transactions that would result in the applicable limit being exceeded. Notwithstanding any limit that may be set or imposed, Issuing Bank (or Program Manager on Issuing Bank's behalf) may in its absolute discretion authorize or allow any Card Transaction even though such transaction may exceed or would as a consequence exceed the applicable limit or refuse to authorize or approve any transaction even though the applicable limit has not been and would not be exceeded if such transaction(s) had been effected. You shall be responsible and liable for each Card Transaction regardless if such Card Transaction is in excess of the applicable limit. In the event the Amount Due exceeds the applicable limit, Issuing Bank may require balances which exceed the applicable limit to be paid immediately.

9.3*Termination for Convenience*. Issuing Bank may suspend or close your Card Account or any Card, or terminate the Cardholder Agreement or these Terms, at any time, with or without reason, subject to applicable Law. Upon suspension or termination of your Card Account, the Cardholder Agreement or these Terms, you must immediately repay all Amounts Due.

10. **Collections**. You are obligated to reimburse all costs (including reasonable attorneys' fees) and expenses (on a full indemnity basis) incurred by Issuing Bank, Program Manager or Platform Provider in connection with the collection of overdue claims or monies owing under these Terms or the Cardholder Agreement.

11. Disputing Charges; Reporting Errors. You must report all (a) unauthorized Card Transactions (including fraud) to Karat immediately; and (b) erroneous Card Transactions and other Card Disputes to Karat within 60 days (or any longer period Law prescribes) after the Card Transaction posts to your Charge Card Account. You must notify Karat of all Card Disputes, including erroneous and unauthorized Card Transactions by contacting Karat support. Karat will provide the information you submit to Stripe who will investigate the dispute according to applicable Law. If Stripe determines that the Card Dispute is valid, they will notify you. If they deem the Card Transaction was erroneous or unauthorized, Stripe will credit the amount of the applicable Card Transaction back to your Charge Card Account. If Stripe fully or partially credits the amount of any Card Transaction to your Charge Card Account, you transfer to Karat all claims (excluding tort claims) that you may have against the merchant for the Card Transaction.

12. **Data Privacy and Use**. Platform Provider's privacy policy (located at https://www.trykarat.com/privacy-policy) explains how and for what purposes Platform Provider collects, uses, retains, discloses, and safeguards Personal Data provided to it in connection with its services. You agree to review and accept the terms of this policy

and to cause Authorized Users to accept the terms of this policy. You must obtain all necessary rights and consents to provide to Platform Provider, and to allow Platform Provider to collect, use, retain, and disclose any data, including any Personal Data, in connection with Platform Provider's services.

13. **Disclaimer; Limitation of Liability**. Platform Provider nor its Affiliates, employees, officers, directors, or service providers (each, an "**Indemnified Party**") will be liable for any indirect, punitive, incidental, special, consequential, or exemplary damages, for any loss of profits, for any personal injury or property damage, or for any other damages or losses arising out of your use of the Card Account or Card, even if such damages or losses are foreseeable or preventable. No Indemnified Party will be liable for any damages, harm, or losses arising out of, relating to, or in connection with any hacking, tampering, or other unauthorized access to or use of your Card Account or Cards or your failure to use or implement anti-fraud measures, security controls, or any other data security measures. To the extent any Indemnified Party is determined to be liable in connection with these Terms or Cardholder Agreement, you agree to limit any liability of the Indemnified Party to your direct, documented damages, and you further agree that under no circumstances will any such liability exceed in the aggregate the amount of fees paid by you to the Indemnified Party during the three-month period immediately preceding the event that gave rise to your claim for damages. These limitations on the liability of the Indemnified Parties will apply regardless of the legal theory on which any claim is based, including contract, tort (including negligence), strict liability, or otherwise. Indemnified Party accepts no responsibility for transactions made using the Card; in particular, any complaints concerning goods or services obtained or other disputes and claims arising from these transactions are to be resolved directly and exclusively with the contractual parties concerned. Disputes do not release you from you obligation to pay the amounts due hereunder.