

Cross River Bank Checking Account Agreement

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

I. Definitions

Here are some important terms that we use throughout this Agreement:

Access Credentials – The phone number, email address, account number, personal identification code and/or biometric data used to access Your Account on the Website.

Automated Clearing House (ACH)– The national clearinghouse for electronic fund transfers.

ACH Credit Entry – An order or request for the transfer of money from an external account to your Account, which is initiated by the submission of a “credit” entry to the ACH by the financial institution holding your external account.

ACH Transaction – An electronic deposit to, or withdrawal from, your Account that we receive or send through the “automated clearing house” network. Common examples include Direct Deposits of payroll and one-time or recurring payments to a utility company.

Available Balance – The total amount of funds that are available to use in your Debit Card Account for legal sport books betting. This is calculated by taking your previous day’s balance and subtracting any pending fees or charges. We reserve the right to use a different calculation method in certain states if required by law.

Business Day – means a calendar day other than a Saturday, a Sunday, or any of the legal public holidays.

Card - Account accessed by your Debit Card.

EFT – “electronic fund transfer” means any transfer of funds that is initiated through computer or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit your account as defined by Regulation E 12 CFR Part 1005.

Item – Any EFT, fee, charge, or other amount that is credited to or debited from your Account.

Website—Edge Markets website at edgeboost.io allows you to access your Account online.

II. General Account Terms

A. About Us

A.1. Cross River Bank. This Account is provided by Cross River Bank.

A.2. Calling Us. You may call us at (619) 432-2712 between the hours of 9:00 am and 5:00 pm PST Monday-Friday to ask questions or request information. Please call us at this number at any time whenever this Agreement or applicable law requires or allows You to notify us by telephone.

A.3. Writing to Us. You may email us at support@edgemarkets.io. However, please send any correspondence and notices required or allowed to be in writing under this Agreement or applicable law to the following address (or to such other address as we may provide to you from time to time):

Edge Markets, Inc.
2810 N Church St PMB 90957
Wilmington, Delaware 19802-4447

A.4. The Website. We offer you the use of Edge Market's services through the Website. If you have registered a username, passphrase, or mobile device to access Your Account (i.e., your Access Credentials), you may log in to your Account using the Website at any time to view and update information about your Account and initiate EFTs. Your use of the Website is subject to the Terms of Service of the Website. The terms of this Agreement govern in the event there is a conflict between the Terms of Service of the Website and this Agreement.

A.5. Limited Account Access. With each transaction you process through the Card you represent, warrant, and agree that your Account is an electronic account that is only accessible through the Website which will display a virtual ledger ("Virtual Wallet") that is linked to your Account. The Virtual Wallet will be linked to and solely used to fund your Card. Your Account is a limited transaction account, and you cannot not use your funds to withdraw cash from an automated teller machine, transfer funds to third parties, preauthorized payments, recurring payments or for any other purpose not expressly permitted by this Agreement and any other agreements between you and Edge. A \$20 daily spend limit is applied to all Merchant Category Codes with the exception of 7995 (Gambling) and 5816 (Daily Fantasy). You and the Card transaction comply with all federal, state, and local laws, rules, and regulations applicable to you and You will not use the service in a fraudulent, disruptive, aggressive, manipulative or any other inappropriate matter.

A.6. Authorization. You hereby authorize us to establish an Account to hold your funds. You are responsible for all activities on your Account that are directed through use of the Website. If you permit another person to use the Website using your Access Credentials, you are responsible for any transactions they authorize from your Account. When we receive payment instructions from the Website it will serve as an authorization for us to debit your Account and remit funds on your behalf. With your use of the Website, you authorize Edge Markets as your sole authorized signatory, to direct us at any time to charge you for drafts or other orders for the payment of money that are drawn on the Account. You further agree that we will not take any direction from you with respect to the Account, other than through the Website, you further agree that we will not take any direction from you with respect to the Account, other than through the Website. We will direct you to Edge Markets for any and all activities such as ACH transfers and questions related to the Account. Additionally, when you open the account and select ["I Agree"], You electronically sign and confirm your authorization for us to debit and credit your Account. You understand that your authorization will remain in effect until you revoke your authorization, which you can do writing to us as described in Section A.3.

A.7. FDIC Insurance. Funds in your Account are insured by the Federal Deposit Insurance Corporation (FDIC), up to the applicable limit. The amount of insurance coverage you have may depend on the balance in your Account and the ownership, type of, and balances held in any other accounts you have with us. For additional information, please visit the FDIC's Website at www.fdic.gov.

B. Opening Your Account.

B.1. Identifying You. To help the United States Government fight terrorism and money laundering, federal law requires us to obtain, verify, and record information that identifies each person that opens an Account. What this means for You: when you open an Account, we will ask you for Your name, street address, email, phone number, Social Security Number (**SSN**), and date of birth. To open an Account with us, you must be at least 21 years old, a U.S. citizen or a resident alien with a valid SSN and have a residential address in the U.S. or U.S. territory where we offer the Account. We may also ask to see your driver's license or other identifying documents that will allow us to identify You.

B.2. Linking External Accounts. You must link an existing external payment method (a depository account held at a U.S. financial institution) to fund your Account. We will call that other account a **Linked External Account**. Any Linked External Account must be owned by you and must be a personal account (not a business or commercial account). Your request to establish a Linked External Account is subject to our verification and approval. In our discretion, we may limit the number of Linked External Accounts you may have at one time or de-link any Linked External Account.

C. Transaction Cutoff Time, Processing Order, and Fees

C.1. Cut Off Times. Every day is a Business Day except Saturdays, Sundays, or any of the legal public holidays. If you make a deposit before 5:00pm ET on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00pm ET or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open. You may use the Website to confirm that your transfer has been made to Your Account, and all transactions will be included in the transaction history we provide you on the Website.

C.2. Processing Order. All credit transactions are processed first. Debits, fees and/or charges (such as ACH transactions) will be processed in the order in which they are received by us. The processing order of these Items is important because if your Available Balance is not sufficient to pay for each Item in the order it is processed, we may, in our sole discretion, return or reject the Item, and your Account may become overdrawn.

C.3. Fees, Service Charge, Balance Requirements and Expenses. You agree you are responsible for any fees, charges, balance, or Account requirements as stated in this Agreement. You agree to be liable to us for any loss, costs, or expenses that we incur as a result of any dispute involving your Account, including reasonable attorneys' fees, to the extent permitted by law, and you authorize us to deduct such loss, costs or expenses from your Account without prior notice to You.

D. Communications, Statements, Notices of Errors, and Other Notices.

D.1. Delivery of Notices. You agree that we and our service providers may communicate with you by mail, telephone, email, fax, prerecorded message, automated voice, text message or other means allowed by law regarding your Account. Any legal disclosures, notices and communications and other Account-related correspondence that we mail to you will be sent via U.S. Mail to the last mailing address shown in our records for your Account. Notices will be deemed to have been delivered on the day we mailed it to you or made it available electronically. We are not responsible for communications or notices lost in, or not delivered by, mail or email. Some notices may only be available electronically or in paper form.

D.2. Electronic Communication. We may send communications electronically, such as by email or text message, rather than through U.S. Mail or other means, unless the law says otherwise. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your Account to that address. You may be required to agree to communicate with us by electronic means in order to open an Account. If you revoke your consent to electronic communications, we may close your Account or take other action described in the E-SIGN Consent.

D.3. Telephone Communication. We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless the law says we must. When you give us your mobile number, we have your permission to contact you at that number about all of your Cross River Bank accounts. Your consent allows us and our service providers to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your Account. Message and data rates may apply. You may change these preferences by calling us or writing us as described in Section A.

D.4. Change in Contact Information. We require you to provide an email address, mobile telephone number, and physical street address (address cannot be a P.O. Box). You are responsible for promptly

notifying us of any change to any such contact information or your name. In some instances, we may request additional information for verification purposes. Any notice we mail to you (or email to you if you have told us to communicate with you electronically) will be binding when sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service (USPS) or if a company in the business of providing correct addresses informs us that the address in our records no longer matches your address. Even if you elected to receive electronic communications from us, we may still provide You information via the USPS.

D.5. Communications Equipment and Services. You are responsible for obtaining and maintaining all telecommunications, mobile, broadband, computer, hardware, software, equipment, and services needed to access and use your Account online; view, save and/or print your Account documents online; and receive any messages or documents you have consented to receive electronically; and for paying all related charges. We are not required to act on any instruction or message from you provided by fax, SMS/text, telephone voice mail, message service or answering machine. Whenever this Agreement or applicable law requires or allows you to give us written notice, we will not consider SMS/text or fax to be written notice.

D.6. Periodic Statements. We will make available a periodic statement for your Account monthly. We may make Your statement available through the Website. We have made the statement available to you on the day we notify you that the paperless statement is available.

E. Closing or Restricting Your Account.

E.1. Restricting Your Account; Blocking and Delaying Transactions. There are many reasons we may decline or prevent transactions to or from your Account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your Account in our sole discretion, as permitted by applicable law. We may refuse, freeze, reverse or delay any specific withdrawal, payment, or transfer of funds to or from your Account, or we may remove funds from your Account to hold them pending investigation, including, but not limited to, in one or more of the following circumstances:

- You maintain your Account at zero balance for at least 90 days.
- Your Account is inactive.
- You relocate outside of the U.S. or any U.S. territory where we offer the Account.
- You attempt to use your Account for business purposes.
- Your Account is involved in any legal or administrative proceeding.
- We receive conflicting information or instructions regarding Account ownership, control or activity.
- We suspect that You may be the victim of a fraud, scam, or financial exploitation, even though you have authorized the transaction(s).
- We suspect that any transaction may involve illegal activity or may be fraudulent.
- We are complying in our sole judgment, with any federal, state, or local law, rule or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

E.2. Monitoring and Closing Your Account. Subject to the terms herein, you can close your Account at any time and for any reason by contacting us or terminating the Account through Edge Markets. We reserve the right to refuse your request to close your Account if your Account is not in good standing or if you have a negative balance on your Account. If you intend to close your Account, you must notify Edge Markets and simply by reducing your Account balance to \$0.00 is insufficient notice. If you close your Account, you are responsible for transactions you initiated or authorized, including those that we receive

after the Account is closed, subject to applicable law from your Account may be restricted prior to Account closing.

We reserve the right to monitor all Account activity for inappropriate use. We may also suspend or close your Account at our discretion and for any reason with or without notice. This includes if we believe you are using your Account for fraudulent or illegal purposes or in violation of law or regulation, this Agreement, any other agreement you may have with us or Service Provider, or if you otherwise present undue risk to us or Service Provider. We are not responsible to you for any damages you may suffer as a result of the closure or suspension of your Account. If we close your Account, all collected funds (less any amounts due to us or for debits in process) will be transferred to your Linked Account. Alternatively, we may, at our discretion, mail you a check for the available balance in your Account. Written notice that the Account has been closed, to the extent required by law, and a check, if any, will be sent to any address shown on our records for you. Once we have closed your Account, you agree that we can assess any service charge otherwise applicable against any remaining balance in your Account. The closure of your Account or termination of this Agreement does not impact any right or obligation that arose prior to closure or termination, or any right or obligation that, by its nature, should survive termination (including, but not limited to, any indemnification obligation by you, our limitations of liability, and any terms governing arbitration).

F. Other Account Terms.

F.1. Security. It is your responsibility to protect your Access Credentials and the devices on which you access your Account. Do not share this information with anyone. Please notify us immediately if you believe your Account has been accessed without your permission. See the Electronic Fund Transfer Agreement for more information about your rights and responsibility in the event of unauthorized use of your Account.

F.2. Account Ownership. We will treat this Account as an individually-owned account. You may not add a joint-owner to your Account.

F.3. Assignment of Agreement and Successors. You may not assign or transfer any interest in your Account unless we agree in writing. Any permitted assignment of your Account is subject to our setoff rights. This Agreement will be binding on your personal representative, executors, administrators, and successors, and on our successors and assigns.

F.4. Power of Attorney. A power of attorney is a document you sign that authorizes someone else, called the agent, to act on your behalf. If You sign a power of attorney, the agent can sign on our behalf and do anything you could do regarding your Account, including withdrawing or spending all of the money in our Account. Do not sign a power of attorney unless you trust the agent to act in Your best interest. If you choose to add an agent, you must provide a power of attorney form that we agree to accept. We may rely on a copy of an original power of attorney. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether Your signature on the power of attorney is authentic or whether the agent continues to have authority. We may follow or refuse to follow the agent's instructions at any time, including if we suspect fraud or abuse on your Account, unless applicable law requires otherwise. We may also refuse an agent's request to become a joint owner or a beneficiary of an Account, but we have no liability to anyone if we do so. We have no liability when we follow or refuse to follow any instructions from an agent, for example, if your agent misuses the authority, you have given them.

F.5. Death or Incompetence of Account Owner. Your agent, attorney, personal representative, executor, administrator, or successor must tell us immediately if you die or are declared incompetent by a court. We may act as if you are alive and competent until we receive notice otherwise. After we receive notice of your death or incompetence, we may freeze your balance, refuse to accept transactions, and reverse

or return deposits. We are also not required to release your funds until we receive any documents, we reasonably request to verify your death or incompetence, as well as who is entitled to the funds. If you die while residing outside the United States, we may require a personal representative to be appointed by a court in a United States jurisdiction. If we have any tax liability because of paying your balance to your estate, the estate will be responsible for repaying us the amount of that tax. If you authorize any transaction, but it's not presented for payment until after you die or are declared incompetent, we are authorized to pay the transaction. If you owe us a debt at the time of your death, we are authorized to exercise our right of setoff (our right to apply funds in one Account to the debt associated with another Account) or security interest rights against the funds credited to your balance after your death. We are also not required to disburse funds until we receive any documents, we reasonably request to verify your death or incompetence and to establish a new person's authority to act in transacting on or closing your Account.

F.6. Adverse Claims. If there are conflicting instructions or there is any dispute regarding your Account, we may take any action described in the Restricting your Account or we may place funds in a court (this is called an interpleader action) for resolution. If any person notifies us of a dispute, we do not have to decide if the dispute has merit before we take further action. We may take these actions without any liability and without advance notice unless the law says otherwise.

F.7. No Waiver. If we fail to exercise any right, that doesn't mean that we waive that right or any other right, and we may still enforce all of our rights in the future.

F.8. Changes to the Agreement. We may change the terms of this Agreement, including fees and features of our Account, at any time. We will notify you of any such change when required by applicable law. Your continued use of your Account evidences your agreement to any amendments. Notices will be made available on the Website or delivered electronically using the most recent contact information we have on file for you.

F.9. Research, Legal Process and Requests for Information. If we receive any legal process relating to you or your Account, you authorize us to comply with it. "Legal process" means any document that appears to have the force of law that requires us to hold or pay out funds from your Account, including a garnishment, attachment, execution, levy, or similar order. We do not have to determine whether the legal process was validly issued or is enforceable. If any action, including administrative proceedings, garnishment, tax levies, restraining orders or another action is brought against you or your Account, you will be liable to us for any loss, cost, or expense (including attorneys' fees) resulting from our compliance with any legal process. If we receive any subpoena, court order or request for information or documents from a government entity or arbitration panel relating to your Account, we are authorized to comply with it.

F.10. Illegal Activities Transactions. You agree not to use your Account for any illegal activity.

F.11. Inactive and Unclaimed Accounts. Each state has laws that govern when accounts are considered inactive or abandoned, and when we're required to send a customer's funds to the state. After a specified period of time determined by the law of the state of your residence (as shown in our records), if we are not able to locate you, we will be required to deliver your Account to the state as abandoned property. You will then need to apply to the state for return of your funds. If your Account is or has been inactive, we may, in our discretion, refuse to honor requests for withdrawals on your Account until after we have verified that you have authorized the withdrawal request.

F.12. Rules Governing Your Account. We are located in New Jersey. We hold Your Account in New Jersey. We enter into this Agreement with You in New Jersey. Except as otherwise provided in the Arbitration section, this Agreement and your Account are subject to applicable federal laws and laws of the State of New Jersey, without regard to internal principles of conflicts of law. Except as otherwise provided in the Arbitration section, if any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Transactions in your Account are also subject

to the ACH Rules, other applicable clearinghouse and Federal Reserve rules and regulations. Changes in these laws may change the terms and conditions of Your Account. We will notify you of any changes as required by law. If this Agreement conflicts with any statements made by one of our employees or by a third-party service provider, this Agreement will govern.

F.13. Limitation of Liability. You agree that we, our service providers, agents, officers, directors, and employees (and the same of our subsidiaries and affiliates and our subsidiaries and affiliates themselves) (collectively, the Indemnified Parties) will not be liable for anything we do when following Your instructions. In addition, the Indemnified Parties will not be liable if any such Indemnified Party doesn't follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing Your Account. This Limitation of Liability section will survive termination of your Account.

F.14. Indemnification. You agree to indemnify and hold the Indemnified Parties harmless from and against losses arising in connection with the services provided under this Agreement, except for losses arising out of our own gross negligence or willful misconduct. You further agree to hold the Indemnified Parties harmless from losses arising out of actions taken or omitted in good faith by us in reliance upon instructions from you. The Indemnified Parties are not responsible for any actions or omissions by any third party. If you give us instructions that we believe may expose us to potential liability, we may refuse to follow your instructions and we will not be liable to you if we refuse to follow your instructions. If we do choose to follow your instructions, we may ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us. This Indemnification section will survive termination of your Account(s).

F.15. Pre-Judgment Interest Rate. If either of us is awarded a judgment against the other in connection with your Account, the rate of interest earned before the judgment on the judgment amount will be the rate of interest your Account earned during that period, unless a different rate is required by applicable state law.

F.16. Severability. Any provision of this Agreement that limits the Bank's liability does not negate the Bank's duty (if any) under applicable law to act in good faith and with reasonable care. If any provision of this Agreement is determined to limit the Bank's liability in a way prohibited by applicable law, or to be otherwise unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable as so modified.

G. ARBITRATION

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

a. Arbitration. By accepting this Arbitration Provision, you agree that either party to this Agreement, or any subsequent assign of this Agreement, may, in its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this "Arbitration Provision, unless you opt out as provided in paragraph (b) of this Arbitration Provision. If arbitration is

chosen by any Party, neither you nor we will have the right to litigate that Claim in court or to have a jury trial on that dispute. Pre-arbitration discovery will be permitted only as allowed by applicable arbitration rules. The arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read the entire Arbitration Provision carefully before accepting the terms of this Arbitration Provision. **As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us and/or any assign (or persons claiming through or connected with us and/or any assign), on the other hand, relating to or arising out of this Agreement and/or the activities or relationships that involve, lead to, or result from this Agreement, including (except to the extent provided otherwise in the last sentence of paragraph (f) below) the validity or enforceability of this Arbitration Provision or any part thereof, to the maximum extent permitted by the Federal Arbitration Act (the "FAA"), or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The term "Claim" under this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.**

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

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

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

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

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

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

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

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

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

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

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

III. Electronic Fund Transfer Agreement

Electronic Fund Transfers: Your Rights and Responsibilities

This disclosure contains important information about your use of electronic fund transfer (“EFT”) services provided by us in relation to your Account (“Account”) provided by the Bank and serviced by EDGE. Whenever you accept or authorize EFTs to your Account, you agree to these terms and conditions, in addition to any other applicable limitations in the Account Agreement. Please read this document carefully and retain it for future reference.

CONTACT INFORMATION FOR EFT

Phone: (619) 432-2712

Email: support@edgemarkets.io

Website: edgeboost.io

Mailing Address: 2810 N Church St PMB 90957 Wilmington, Delaware 19802-4447

A. Types of Available EFTs

A1. Debit Card Services.

You can only use the Card at legal sportsbooks based in the US. A \$20 daily spend limit is applied to the purchasing of goods and services with the exception of 7995 (Gambling) and 5816 (Daily Fantasy).* Most merchants ask us to authorize your purchase. When we give authorization to a merchant, we will reserve or place a hold on your available balance. The authorization amount may be different than the actual amount of the transaction. There may be delays of several days between the authorization and the date the transaction is presented for payment, and your transaction may post to your Account after the authorization hold has lifted.

A2. Edge Market Website

You may use the Website to:

- View Your Account information
- View Your Transaction History
- Monthly Periodic Statements
- Request fund transfers between your Account and a Linked External Account by ACH transfer

You understand and agree that any access or use of the Website (including any features made available via the Website) are subject to specific terms and conditions and additional disclosures made available in connection therewith and which you must consent to prior to any such access or use.

A3. Telephone Banking.

You may speak with a customer service representative to get your Account information.

B. Limits on the Type, Frequency or Amount of EFTs

B1. *Debit Card Purchases. A \$20 daily spend limit is applied to all Merchant Category Codes with the exception of 7995 (Gambling) and 5816 (Daily Fantasy).

B2. Managing Your Account Balance. You agree that the amount of any EFT you authorize, which will debit your Account, will not exceed the Available Balance in your Account. We do not have to allow any EFT that would create an overdraft in your Account. If we are unable to complete an EFT or perform any other EFT service for any reason associated with your Account, the EFT or other service may not be completed.

C. Your Rights and Responsibilities

The use of EFT services described in this Agreement creates certain rights and responsibilities regarding these services as described below.

C1. Business Days. For the purposes of these disclosures, our Business Days are every day except Saturdays, Sundays, and federal holidays.

C2. Documentation of Your EFTs.

- **Periodic Statements.** You will get a monthly Account statement reflecting credits and debits to your Account, including EFTs.
- **Other EFT Confirmations.** You may call or email us to find out whether any EFT You requested was successfully completed.

C3. Your Liability for Unauthorized EFTs.

Tell us **AT ONCE** if You believe:

- **Your Debit Card has been lost or stolen.**
- **Your Card number has been compromised.**
- **Your Access Credentials have been compromised.**
- **An EFT has been made without Your permission, or someone has transferred or may transfer money from Your Account without Your authorization.**

Telephoning us is the best way to keep your possible losses down. You could lose all the money in your Account.

Signature-based transactions made with your Card are covered by VISA Zero Liability. This applies to any fraudulent signature-based transactions processed on the VISA or Plus network, whether online or offline, which is reported within 60 calendar days of your receipt of the first periodic statement on which the fraudulent transaction(s) appear that was made available to you electronically. VISA Zero Liability does not apply to PIN-based, or PIN-less debit transactions not processed by the VISA or Plus Network, including ATM transactions outside the United States.

Also, if your statement shows transfers that you did not make, including those made by Card, or other means, tell us **AT ONCE**. If you do not tell us within 60 days after the statement was mailed to you or made available to you electronically, you may not get back any money you lost after the 60-day period if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods. If You believe your Card number has been compromised, or other Access Credentials have been compromised contact us as soon as possible using the contact information above.

C4. In Case of Errors or Questions about Your EFTs

Contact us as soon as you can, if you think your statement or receipt is wrong or if you need more information about an EFT listed on the statement or receipt. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

(1) Tell us Your name and the last four digits of your Account number (if any).

(2) Describe the error or EFT you are unsure about and explain as clearly as you can why you believe it is an error or why You need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 Business Days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate Your complaint or question. For new Accounts, we may take up to 20 days to credit Your Account for the amount You think is in error.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

C5. Our Liability for Failure to Make a Transfer. If we do not complete an EFT to or from your Account on time or in the correct amount according to the Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the EFT.
- If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken
- There may be other exceptions stated in our Agreement with You.

D. Confidentiality.

We will disclose information to third parties about your Account or the EFTs You make:

(1) Where it is necessary for completing EFTs;

(2) In order to comply with government agency or court orders; or

(3) If you give us Your written permission.

(4) In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;

E. Amendments.

We may change any provision of this Electronic Fund Transfer Agreement in our discretion, as permitted by law. If we do, we will give you notice if and to the extent required by applicable law.

F. Termination.

We reserve the right to terminate Your use of any or all of our EFT services for any reason and at any time. We will provide You notice before doing so where required by law. You also have the right to terminate Your use of the EFT services described in this Agreement at any time by contacting us using the above information. If You call, we may require You to put Your request in writing and get it to us within 10 Business Days after You call. If You terminate Your use of our EFT services and You have arranged for automatic (regular) transfers involving third parties, you are required to inform any third parties that the

transfers will cease. Any termination of Your use of our EFT services, whether initiated by You or us, will not affect any of Your or our rights and obligations under this Agreement that have arisen before the effective date of such termination.

IV. Fee Schedule

Fees, Service Charges, and Expenses.

We do not currently charge any fees for the Account; however, Edge Markets offers the below optional fees:

The standard period for funds to arrive into your wallet is 4-5 days. If you elect to accelerate the speed of your funds transfer from your bank account, you will incur a fee for the automated clearinghouse (ACH) transaction. The fee is 2.5% of the transaction amount for 2–3-day ACH, 5% of the transaction amount for next day ACH and a fee of 10% of the transaction amount for instant ACH.

You agree to be liable to us for any loss, costs, or expenses that we incur as a result of any dispute involving Your Account, including reasonable attorneys' fees, to the extent permitted by law, and You authorize us to deduct such loss, costs or expenses from Your Account without prior notice to You.

V. Funds Availability Policy

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

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

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

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

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

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

The length of the delay is counted in Business Days from the day of your deposit. Every day is a Business Day except Saturdays, Sundays, and federal holidays. If you make a deposit before **5:00pm ET** on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after **5:00pm ET** or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

The length of the delay is explained below.

Same-Day Availability. Funds from the following deposits are available on the day of deposit:

- ACH

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

Upon Request. Edge Markets shall provide to any person, upon oral or written request, a notice containing the applicable specific availability policy disclosure.

Change in Policy. Edge Markets shall send a notice to holders of consumer accounts at least 30 days before implementing a change to the Availability Policy regarding such accounts, except that a change that expedites the availability of funds may be disclosed not later than 30 days after implementation.