

The Neu Money “Neu” Card

Cardholder Agreement

March 2026

Neu Card 1	
Interest Rates and Charges	
Annual Percentage Rate (APR) for Purchases	0%
APR for Balance Transfers	Balance transfers are not available for your Card.
APR for Cash Advances	Cash Advance is not available for your Card.
Penalty APR and When it Applies	We do not charge a penalty rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	We do not charge a minimum interest amount.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore

Fees	
Annual Fee/Set-up and Maintenance Fees - Annual Fee - Account Set-up Fee - Subscription Fees	There is no annual fee for your Card. There is no account set-up fee for your Card. \$7 for \$350+ Credit Limit Card
Transaction Fees - Balance Transfer - Cash Advance - Foreign Transaction	Balance transfers are not available for your Card. Cash Advance is not available for your Card. 0.00% of transaction amount
Penalty Fees	

• Late Payment	\$30
• Over the Credit Limit	We do not charge you a fee for going over your credit limit, but your credit score may be adversely affected, and the transaction may be declined, depending on the amount of the overage.
• Returned Payment	\$30
Other Fees	None.

Neu Card 2	
Interest Rates and Charges	
Annual Percentage Rate (APR) for Purchases	[26.99% to 29.99%] based on your creditworthiness.
APR for Balance Transfers	Balance transfers are not available for your Card.
APR for Cash Advances	Cash Advance is not available for your Card.
Penalty APR and When it Applies	We do not charge a penalty rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore

Fees	
Annual Fee/Set-up and Maintenance Fees	
• Annual Fee	There is no annual fee for your Card.
• Account Set-up Fee	There is no account set-up fee for your Card.
• Subscription Fees	There is no subscription fee for your Card.
Transaction Fees	
• Balance Transfer	Balance transfers are not available for your Card.
• Cash Advance	Cash Advance is not available for your Card.

Foreign Transaction	0.00% of transaction amount
Penalty Fees - Late Payment - Over the Credit Limit - Returned Payment	\$30 We do not charge you a fee for going over your credit limit, but your credit score may be adversely affected, and the transaction may be declined, depending on the amount of the overage. \$30
Other Fees	None.

Neu Rise	
Interest Rates and Charges	
Annual Percentage Rate (APR) for Purchases	34.99%
APR for Balance Transfers	Balance transfers are not available for your Card.
APR for Cash Advances	34.99%
Penalty APR and When it Applies	We do not charge a penalty rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	None
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore

Fees	
Annual Fee/Set-up and Maintenance Fees - Annual Fee - Account Set-up Fee - Subscription Fees	\$25 There is no account set-up fee for your Card. NA
Transaction Fees	

• Balance Transfer • Cash Advance • Foreign Transaction	Balance transfers are not available for your Card. Cash Advance is not available for your Card. 0.00% of transaction amount
Penalty Fees • Late Payment • Over the Credit Limit • Returned Payment	Up to \$15 We do not charge you a fee for going over your credit limit, but your credit score may be adversely affected, and the transaction may be declined, depending on the amount of the overage. \$15
Other Fees	None.

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases.”

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

This Neu Money “Neu” Card Cardholder Agreement (“Cardholder Agreement”) contains the terms and conditions under which the Neu Money “Neu” Visa Card (the “Card”) is issued to you by Cross River Bank, Member FDIC, 1000 North West Street, Wilmington, Delaware 19801. Neu Money, Inc. (“Neu Money”) is the program manager for the Card program. Please review this Cardholder Agreement in detail to be sure you understand all of the terms and conditions with using this credit Card and keep a copy for your records.

Fixed Rate: If you have a fixed rate APR, your APR will not vary with the market.

There are three parts to this Cardholder Agreement (collectively, the “Agreement”): the Customer Agreement, your Billing Rights in Appendix A, and the Additional Disclosures in Appendix B. The **Customer Agreement** contains important information related to how we will administer the Card program. Any other disclosures or notices that are referenced herein or issued hereunder are also part of this Agreement. **Your Billing Rights** summarizes certain rights provided to you by law that are related to billing on your Card account (“Account”). The Additional Disclosures provide further disclosures pursuant to state law.

THIS CARDHOLDER AGREEMENT REQUIRES CLAIMS TO BE ARBITRATED AND FORBIDS CLASS ACTIONS UNLESS YOU (1) ARE SUBJECT TO THE PROTECTIONS OF THE MILITARY LENDING ACT OR (2) EXERCISE YOUR RIGHT TO REJECT ARBITRATION AS PROVIDED IN THE ARBITRATION PROVISION OF THIS AGREEMENT.

CUSTOMER AGREEMENT

Welcome to the Neu Money “Neu” Card issued by Cross River Bank.

Thank you for opening an online credit Card Account with us. This Customer Agreement contains the terms for your Card.

Some Definitions

The meanings of the terms you see capitalized appear in the **Glossary** Section. We will also use the following personal pronouns: “you,” “your,” and “yourself” mean each person responsible for complying with this agreement, including the applicant for the Account; any person to whom we address billing statements; any person responsible for paying the Account; and anyone you authorize to use, access or service the Account.

“We,” “us,” “our,” “Cross River Bank,” and the like means Cross River Bank, Member FDIC; and its successors and assignees.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

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 you: When you open an account, we will ask for your name, address, date of birth (for individuals), and other information that will allow us to identify you. We may also ask to see your driver’s license (for individuals) or other identifying documents.

Things You Should Know About This Card

How much is the Interest Charge?

Congratulations for selecting this card.

If you selected Neu Card 1, your INTEREST rate is 0%.

If you selected the Neu Card 2, your INTEREST rate is between 26.99% to 29.99% based on your creditworthiness.

If you selected Neu Rise, your INTEREST rate is 34.99%.

Can You Change My Account Terms?

We can change terms of your Account except as prohibited by law, including adding, deleting, or amending any term. If we do change any term(s) of this Cardholder Agreement, we will provide you notice as required by applicable law.

Account Documents

The following documents are applicable to your Account:

- this document;
- all Statements;
- any privacy notices describing our limitations on sharing information about you with others;
- any Card benefits brochure which describes benefits provided by the Payment Card Network for your Card and Account. The most current version of your Card benefits brochure will replace all prior versions;
- all disclosures and materials provided to you before or when you opened your Account, including Truth in Lending Disclosures;
- all other documents and disclosures relating to your Account including those provided online; and
- any future changes we make to any of the above documents.

Please read these carefully and keep them for future reference. An image of any of these can be used instead of the original.

New Offers

In the future, we may make new offers to you or forward offers from others that we think you might be interested in. These offers may have different terms and documentation which will be provided when we make you the offer. If you accept an offer, all previously disclosed terms will still apply except as modified by the offer.

Account Information and Contact

We need information about you to manage your Account. The information we need may include:

- your legal name;
- a valid U.S. mailing address and residential address (if different);
- your date of birth;
- your Social Security Number, Passport Number, and/or other government identification number, if available;
- your telephone number(s);
- your employment, income, and asset information;
- your educational history and information;
- your citizenship status and information; and
- other related information as deemed necessary.

You must promptly notify us of any change to your name, mailing or email address, or phone number by contacting us. We may rely on your email address or mail address as it appears on our records and any email address that you associate with your Neu Money “Neu” Card for any and all Account communications we send to you unless and until you notify us of any changes. We may also, in our sole discretion, update your mailing address if we receive a notification of change from the U.S. Postal Service. You may also update some of this information by logging onto your Account via the App or by calling one of our representatives at the telephone number provided on your Statement or in the App. We may require you to provide additional documents that are acceptable to us to verify this information or any changes. We maintain the right to restrict or close your Account if your information cannot be verified, if you do not

link a qualifying bank account which is required to make your monthly minimum payment and subscription fee, if a duplicate account using your information is located, if you don't select a subscription plan, or if you do not provide additional information as requested.

You agree that we may contact you using any technology and methods of our choice. This includes using an automated telephone dialing system or other similar system to contact you by email, text message, device-level notification, or other electronic notification method supported by the software you use to access your Account. We may use any telephone numbers (including wireless, landline and voice over IP numbers) or email addresses that you give to us. You understand and agree that anyone with access to your telephone or email account may listen to or read the messages that we leave or send you. You agree that we will not be liable for any charges that you incur in connection with emails, text messages, device level notifications or other communications that we or our agents and representatives send to you. You agree to notify us immediately if you change telephone numbers or are no longer the subscriber or usual user of a telephone number that you give to us. You agree that we may monitor, record, retain and reproduce your telephone calls and other communications with us. At any time, you can withdraw your consent to receive text messages through a telephone network (e.g., SMS) or to receive calls through a telephone network. To revoke your consent, you must contact us in accordance with this Agreement.

You also give us permission to verify or research, with or without a third party, the information you provide to us. This permission includes, without limitation, verifying or researching your information with that of any or multiple third-party identification and/or verification service(s) and/or the United States Department of the Treasury.

The Neu Money "Neu" Card

Check with your mobile service provider about charges for data, text messages, and internet access needed to access the Neu Money App. When a new version is available, or for critical updates, you may need to visit the app store that provides apps for your device.

Your Neu Money "Neu" Card Account eligibility is based upon our ability to authenticate you. If you are eligible for a Neu Money "Neu" Card, you will receive online Card credentials (Card number, expiration date and CVV) that you can use. Your Neu Money "Neu" Card can be added to your digital wallet and used to make in-person purchases anywhere your digital wallet is accepted and a physical card will not be required. The Neu Money "Neu" Card can be used to make online purchases anywhere Visa is accepted, subject to the restrictions of this Agreement (see "Using your Account" below). Using the Neu Money App allows you to view your balances, credit limit, and recent transactions, to make payments, and more.

Use of certain features of the Neu Money App may have further eligibility requirements as permitted by us or by applicable law. Certain features of the Neu Money App may be limited depending on the state in which you reside, the date on which you created your Account or other factors. We may revoke or suspend your Card or any features or services of your Card at any time without cause or notice.

The Card is not designed for business use, and we may cancel your Card if we determine that it is being

used for business purposes.

Credit Limit

When you open your Neu Money “Neu” Card Account, you will receive your initial credit limit. Your credit limit will also appear on your Statements. You are responsible for keeping track of your Account balances and your available credit limit. Do not allow your Account to go over any credit limit, as the transaction could be declined, or your credit score could be adversely affected. We may still honor transactions above your credit limit, but our honoring of these transactions will not increase your credit limit. We may also change, restrict, or cancel, your credit limit at any time. This will not affect your obligation to pay us for any obligations you incurred until, or after, such change, restriction or cancellation.

As a Neu Money “Neu” Card member, you should know that:

- We will assess the highest credit limit that you may qualify for at the time of application.
- For Neu Card 1 and Neu Card 2: After a period of 6 months from card activation, we will review your Neu Money account activity every month to assess whether you are eligible for an automatic credit limit increase. We will increase your credit limit by a fixed amount each month, if you continue to fulfil the conditions that make you eligible for the automatic credit limit increase.
- For Neu Rise: Each time you make three consecutive on-time payments without delinquency, a minimum credit limit increase of \$25 will be given to you provided you pass ability-to-pay verification. You may also be considered for other credit limit increase amounts or offers. This will cease once your account reaches the maximum credit limit of \$1,000.
- If you qualify for the automatic credit limit increase, we will notify you, at the email address we have on file, how much the increased amount will be, and what your new total credit limit is.
- The maximum credit limit for Neu Card 1 is the lower of \$1,000 or the highest credit limit amount that you were initially approved for.
- The maximum credit limit for Neu Card 2 is the lower of \$2,500 or the highest credit limit amount that you were initially approved for.
- The maximum credit limit for Neu Rise is the lower of \$1,000 or the highest credit limit amount that you were initially approved for.

Subscription Fee

When you open a Neu Card 1, you are charged a non-refundable monthly subscription fee, which will be disclosed on your Statement and is based on the credit limit offered to you. This subscription fee is charged at the beginning of each billing cycle whether you use your Card or not. For the first month, the subscription fee will be pro-rated based on when the account is opened during the month. If you close your account, or if we close your account at our discretion, the non-refundable monthly subscription fee will continue to be assessed on your account each month until you pay off any balance owed in full.

Annual Fee

We will charge an annual fee upon activation of Neu Rise and every 12 months thereafter.

Using your Account

You promise to follow the terms of this Agreement as long as your Account remains open or has a balance, or until you have discharged all of your obligations under this Agreement, whichever occurs later. Any physical card you may receive, if we decide in our sole discretion to provide such card in the future, must be signed when you receive it. The card will be valid during the dates provided on the front.

You acknowledge that your account is for individual use only and that you cannot have more than one active account at any time. If we find that you have created more than one account, we reserve the right to close these accounts at any time. You further acknowledge that you must link a qualifying bank account in your name before you can use your account. We may ask you to provide proof of account ownership for the bank you are trying to link in the form of an external bank statement if we need to verify this information at any time. If you do not link a qualifying bank account, or if you attempt to link a bank account that is not in your name, or if you fail to provide proof of account ownership for your linked account after we've requested it, we reserve the right to close your account.

When you link an external bank account to your Neu Money "Neu" Card Account, you agree to and accept the terms and conditions of our bank linking partner, Finicity. You can view Finicity's Terms of Use at any time here: <https://connect2.finicity.com/assets/html/connect-eula.html>. If you do not accept Finicity's Terms of Use, you cannot use these services.

You should take reasonable steps to prevent the unauthorized use of your Card and Account. We are not responsible if anyone refuses to accept your Card for any reason. Also, we may reject any transaction for any reason. Unless we tell you otherwise, we will bill each transaction to your Account and apply it against your available credit limit for the Account and Card in each Billing Cycle.

You must not use, or try to use the Card for any Internet gambling transactions, lottery tickets, casino gaming chips, racetrack wagers or similar betting transactions, escort services, or transactions that are illegal or not permitted by us. You will still be responsible for such transactions if you do. We reserve the right to decline any transaction that we believe is an illegal transaction, a transaction in violation of this Agreement, or a high-risk transaction. To the fullest extent permitted by law, you agree that we are not responsible for the recovery or reimbursement to you of any funds transferred in connection with any transaction authorized by you that is determined to be illegal. In addition, these transactions will be subject to this Agreement, and you might have to reimburse the Payment Card Network and us for all damages and expenses. You agree that it is your responsibility to determine the legality of each transaction in all applicable jurisdictions before entering into such transaction. Display of the Visa logo or any other logo by any person accepting the Card does not indicate that the transaction is legal in all applicable jurisdictions.

From time to time, due to circumstances beyond our control (such as system failures, fires, floods, natural disasters, or other unpredictable events) our services might be unavailable. When this happens, you might be unable to use your Card or obtain information about your Account. We will not be responsible or liable if this happens.

Protecting your Account Information and Credentials

You are solely responsible for maintaining the security of your Card, your electronic devices and their passcodes, and any other authentication credentials used in connection with your Account (collectively, your “Credentials”). If you authorize or allow anyone else to use your Account (e.g., by providing the passcode to your device, allowing a third party to set up facial or touch identification, or otherwise providing any of your Credentials to a third party), the person may be able to make Transactions using your Account, and you will be liable for all Transactions made on your Account by that person.

Your Promise to Pay

You promise to pay us all amounts due on your Account. This includes all interest charges, Fees, and all other charges and costs which are applied to your account. This includes amounts where you did not sign a purchase slip or other documents for the transaction. If you use your Card number without presenting your Card (including, without limitation, mail, telephone, or internet purchases), this will be treated the same way as if you used the Card in person. You should receive a receipt from the merchant at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts. Charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

If you let someone else use your Card, you are responsible for all transactions that person makes. Your promise to pay us will apply to your estate if you die.

Statements

We will send you a Statement for the Card on your Account unless the law does not require or permit us to send a Statement. Statements will be sent at the end of each Billing Cycle.

Disputed Transactions

You should inspect each Statement you receive and tell us about any errors or questions you have as described in Appendix A (Your Billing Rights) below and the “Billing Rights Summary” part of your Statement and other Truth in Lending Disclosures.

If you dispute a transaction made by you or someone else on your Account, and we later credit your Account for all or part of the disputed amount, you give us all of your rights against that other person. You also will:

- give us any merchandise or other purchases you received in connection with the disputed amount if we ask;
- not pursue any claim or reimbursement from the merchant and that other person; and
- help us pursue and get reimbursement from the merchant and that other person. Your help includes giving us documents that we ask for and that are acceptable to us.

Interest Charges and Fees

This section provides the interest rates, also referred to as corresponding Annual Percentage Rates (APRs) which are applicable to your account. We will charge Interest and Fees to your Account as disclosed to you

in your Statements and other Truth in Lending Disclosures.

These Fees apply to your Account only if they are provided in your Truth in Lending Disclosures. We may increase your Interest Charges and Fees as described in the **Changes to your Agreement** section or in your Truth in Lending Disclosures.

Average Daily Balance Method (Including Current Transactions)

For Neu 2 or Neu Rise, we figure the interest charge on your account by applying the periodic rate to the “average daily balance” of your account. To get the “average daily balance” we take the beginning balance of your account each day, add any new purchases, advances, or fees and subtract any unpaid interest or other applicable finance charges and any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance”. To calculate the periodic rate, we calculate daily periodic rate of APR divided by 365 then multiply by the number of days in the given cycle. Your payment due date will be at least 23 days from your statement closing date and will fall on the same calendar day each month.

Late Payment Fee

We currently charge a late payment fee of up to \$30.

Overlimit Fee

We do not charge you a fee for going over your credit limit, but your credit score may be adversely affected, and the transaction may be declined, depending on the amount of the overage.

Returned Payment Fee

We charge you a fee of up to \$30 each time any payment you make to us is not paid by your financial institution for any reason, even if that institution later pays it.

Express Delivery Fee

We may charge you this Fee each time you request express delivery of any Account documentation. Before we charge you this Fee, we will notify you of the amount and provide an opportunity to opt out of this service.

Balance Transfer Fee

Balance transfers are not available for your Card.

Cash Advance Fee

Cash Advance is currently not available for your Card.

Transactions Made in Foreign Currencies

Foreign currency transactions are available for your Card. You will not be charged a foreign transaction fee for any foreign currency transaction on your account.

Credit Limit Increase Fee:

If a fee is imposed for processing a Credit Limit increase request, we will notify you of the amount of the fee at the time of your request and provide an opportunity to opt out of this service.

No Warranties

EXCEPT FOR ANY EXPRESS WARRANTIES WE PROVIDE IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES, AND YOU SHALL NOT BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.

Merchant Refunds

If you are entitled to a refund for goods or services purchased with your Card, you will accept these refunds as credits to your Account if a merchant chooses to refund using this method. We do not control when a merchant sends us your refund. We will also have the right to a reasonable amount of time after we receive your refund to process it.

Minimum Payment

Your Statement will provide instructions for making payments, including the amounts due and the due date for receiving your payment. If applicable, your Statement will also include any INTEREST CHARGES, Fees, and your minimum payment amount.

Neu Card 1:

Your minimum payment will equal your monthly subscription fee plus the greater of:

- \$30 (or your full balance if it's less than \$30) or,
- 3% of your ending balance for the Statement plus any outstanding fees and any amounts past due.

Neu Card 2:

The minimum payment will equal the "New Balance" shown on your statement if that amount is less than \$30. If the New Balance exceeds \$30, the minimum payment will equal the greater of 3% of the New Balance or \$30, plus the entire portion of the New Balance in excess of your Credit Limit, plus any amount

past due.

In addition to the minimum payment, you may pay all or part of the total balance on your Account. However, you must still pay at least the minimum payment amount each month, even if you paid greater than the minimum on the previous Statement.

Neu Rise:

Your minimum payment will equal the greater of:

- \$30 (or your full balance if it's less than \$30) or,
- 3% of your ending balance for the Statement plus any outstanding fees and any amounts past due.

Making Payments

Your payments must be in U.S. dollars from a U.S. deposit account and otherwise be acceptable to us. We do not accept cash or check payments. You may not make payments with funds from your Account with us. If we block your account due to multiple returned payments due to insufficient funds, you must pay any outstanding balance owed to us either by direct bank transfer using the Account and Routing number we'll provide to you or through a mailed cashier's check before we can close your account. Cashier's checks can be made payable to:

Neu Money, Inc.
1331 Union Avenue, Suite 1033,
Memphis, TN 38104

Faster Payment Services

We may make services available that allow you to make faster payments through a customer service representative using a telephone, the internet, or other payment system. We will describe the terms for using these services before you use them. You do not have to use these other payment services, and we may charge you a Fee for using them. If we do, we will tell you the amount of the Fee at the time you request the service. We are not responsible if a payment made using our payment services is rejected or not paid. Even if it is, we may still keep the Fee. If you give your Account number or other Account information to someone else to make a payment for you, we may provide them limited Account information necessary for the payment and process their payment as if you made it. We may refuse to accept any payment made by someone else for your Account. If we accept a payment made by someone else for your Account, you will be responsible for the payment made even if that payment is rejected or not paid.

Payment Processing

We may accept and process payments without losing any of our rights. Even if we credit your payment to your Account, we may delay the availability of credit until we confirm that your payment has cleared, if circumstances warrant an additional hold, or if we deem ourselves at risk for any reason. We may resubmit and electronically collect returned payments. We may also adjust your Account as necessary to correct

errors, to process returned and reversed payments, and to handle similar issues. When you provide an Item as payment, you authorize us either to use information from your Item to make a one-time electronic fund transfer from your deposit account or to process the payment as an Item.

How We Apply Your Payments

We will apply payments and credits in accordance with applicable law.

Items with Restrictive Words, Conditions, or Instructions

Our acceptance of payments labeled “payment in full” or restrictive words to that or any similar effect, will not constitute an accord and satisfaction nor a waiver of any rights we have to receive a full payment on all balances due.

Credit Balances

We may reject and return to you any payment that creates a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new amounts billed to your Account. You may contact us as provided on your Statement and request a refund of any available credit balance. If you contact us in writing, we will refund your credit balance within seven (7) Business Days from our receipt of your written request.

Account Default

We may consider you in default of your Agreement with us if:

- you do not make any payment when it is due;
- any payment you make is rejected, not paid, or cannot be processed;
- you exceed your credit limit;
- a bankruptcy or other insolvency proceeding is filed by or against you;
- you die or are legally declared incompetent or incapacitated;
- we determine that you made a false, incomplete, or misleading statement to us or Neu Money or you otherwise try to defraud us or Neu Money;
- you do not comply with any term of this Agreement or any other agreement with us; or
- you permanently reside outside the United States.

For certain actions, including changing the rates and Fees on your Account, our options appear in our original offer materials provided to you when you opened your Account. Remember, paying the Fees charged in connection with a default will not by itself cure the default. In addition, if you are in default, we may take the following actions without notifying you, unless the law says that we must notify you:

- close or suspend your Account;
- lower your credit limit;
- increase your minimum payment;
- demand that you immediately pay the entire balance owing on your Account;
- continue to charge you Fees as long as your balance remains outstanding; and/or
- pursue any other action against you that the law allows, which includes the filing of a lawsuit against you.

You must pay us all of our collection expenses, attorneys' fees, and court costs unless the law does not allow us to collect these amounts.

Communications

We and our service providers, including Neu Money, may contact you from time to time regarding your Account. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- contact you by mail, email, fax, or personal visit; and
- contact you by manually dialing or using an automated dialing or similar technology to dial any telephone number(s) (including, but not limited to, cellular phone numbers) which you or anyone acting on your behalf provide to us at any time. You further acknowledge and agree that we may leave pre-recorded and/or artificial voice messages and/or send individual or mass-generated text messages (such as SMS) to such number(s), and that message and data rates may apply.
- Our contacts with you about your Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. We may do these things whether we contact you or you contact us. If you ask us to discuss your Account with someone else, you must provide us with documents that we ask for and that are acceptable to us.

Credit Reports

We may provide information about you and the Account to consumer (credit) reporting agencies and others as provided in our Privacy Notices. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. You authorize us to collect information about you in order to conduct our business and deliver the top-quality service you expect, including information we receive about you, information we receive from third parties such as consumer (credit) reporting agencies and information about your transactions with us and other companies.

All Cardholders: You may ask us to close your Account at any time by calling us at 1-844-NEU-DIAL. We may provide additional information about this process and we may also separately provide you with additional details after your request. This might include payment information.

Termination of your Account will not affect your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement. Your obligation to pay the Account balance plus any finance and other charges you owe under this Agreement are subject to all applicable laws and regulations regarding repayment requirements. Any physical card you may receive in the future remains our property and you must recover and surrender to us upon request or upon termination of this Agreement.

If you use your Card or charges post to your Account after you ask us to close it, we may keep it open or reopen it.

We may close or suspend your Account and your right to obtain credit from us. We may do this at

any time and for any reason permitted by law, even if you are not in default on your account with us. A suspension of your Account might be permanent or temporary.

If your Account is closed or suspended for any reason, you must stop using your Card. You must also cancel all billing arrangements to the Account. We will not do this for you. If we close or permanently suspend your Account, you must also destroy any physical Card in your possession. You must still pay us all amounts you owe on the Account, even if they are charged after your Account is closed or suspended. The non-refundable monthly subscription fee will continue to be assessed on your account each month until you pay off any balance owed in full.

Lost or Stolen Card

You will take reasonable steps to prevent the unauthorized use of your Card and Account. If your Card or Card Information is lost or stolen or if someone else might be using it without your permission, you must tell us at once. You may tell us by calling us at (844) NEU DIAL or by emailing us at support@neumoney.app. Your responsibility for charges made to your Account that are found by us to be unauthorized is limited to the lesser of \$50 or the value of the unauthorized charges before you notify us of such charges. If we reimburse your Account for unauthorized charges made using your Card, you will provide commercially reasonable help to us, as appropriate to investigate, pursue, and get reimbursement from the wrongdoer. Your help may include giving us documents that we request.

Rewards Program

If your card and account is active and in good standing, you will be automatically enrolled in the cash back rewards program where cash back is earned for qualifying transactions. See the Cash Back Rewards Program Terms to learn more about how the program works as well as read important disclosures.

Share Program a.k.a., "Referral Program"

If your card and account is active and in good standing, you will be automatically enrolled in the referral program where rewards are earned for referring others to join Neu Money. See the Referral Program Rules to learn more about how the program works as well as read important disclosures.

Your Representations and Warranties.

By accepting this Agreement, and/or by activating, using, or authorizing the use of your Card, you represent and warrant to us that: (i) you are at least eighteen (18) years of age (or that you have reached the age of majority if you reside in a state where the age of majority is nineteen (19) years or older); (ii) the personal information that you provide to us in connection with the Card is true, correct and complete; (iii) you received an email/copy of this Cardholder Agreement, have read it, and agree to be bound by and comply with its terms; and (iv) that you accept the Card.

Changes to your Agreement.

At any time, we may add, delete, or change any term of this Agreement unless the law prohibits us from doing so. We will give you notice of any changes as required by law. We may send such notice to you electronically if permitted by law. Our notice will tell you when and how the changes will take effect and describe any rights you have in connection with the changes.

The Law that Applies to your Agreement

This Agreement will be governed by federal law, and where state law is applicable, by the laws of the state of Delaware without regard to choice of law principles thereof. We are located in the State of Delaware, disburse funds from the State of Delaware, and this Agreement is entered into in the State of Delaware.

WAIVER OF JURY TRIAL

Unless prohibited by applicable law, if you sign this Agreement, you waive your right to have a jury trial to resolve any claim (defined below in the Arbitration Provision) you may have against us, our service providers, our respective affiliates or a related third party. This Waiver of Jury Trial provision does not apply to you if, at the time of entering into this Agreement, you are a resident of Arkansas or a Covered Borrower under the Military Lending Act. **“Covered Borrower”** means a consumer who, at the time the consumer becomes obligated on a consumer credit transaction or establishes an account for consumer credit, is a covered member of the armed forces or a dependent of a covered member (as defined in 32 CFR 232.3(g)(2) and (g)(3)).

CLASS ACTION WAIVER

Unless prohibited by applicable law, if you sign this Agreement, you waive your right to ask a court or an arbitrator to allow you to pursue any Claims on a class action basis or in a representative capacity on behalf of the general public, other borrowers or other persons similarly situated. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated with claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. For purposes of this Class Action Waiver, the terms **“we,” “us”** and **“our”** shall also include Cross River Bank and each of its employees, directors, officers, shareholders, governors, managers, members, parent companies, affiliated entities, successors or assignees (including but not limited to Neu Money) the servicer of your Card and any third party who is named as a co-defendant with us in a claim asserted by you. In the event of a conflict between this CLASS ACTION WAIVER provision and the ARBITRATION PROVISION, the ARBITRATION PROVISION shall control. This CLASS ACTION WAIVER does not apply to you if, at the time of entering into this Agreement, you are a Covered Borrower under the Military Lending Act.

ARBITRATION PROVISION

THIS ARBITRATION PROVISION DOES NOT APPLY TO YOU IF, AT THE TIME OF ENTERING INTO THIS AGREEMENT, YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT. ARBITRATION IS A PROCESS IN WHICH PERSONS WITH A DISPUTE(S): (A) AGREE TO SUBMIT THEIR DISPUTE(S) TO A NEUTRAL THIRD PERSON (AN "ARBITRATOR") FOR A DECISION; AND (B) WAIVE THEIR RIGHTS TO FILE A LAWSUIT IN COURT TO RESOLVE THEIR DISPUTE(S). EACH PARTY TO THE DISPUTE(S) HAS AN OPPORTUNITY TO PRESENT SOME EVIDENCE TO THE ARBITRATOR. PRE-ARBITRATION DISCOVERY MAY BE LIMITED. ARBITRATION PROCEEDINGS ARE PRIVATE AND LESS FORMAL THAN COURT TRIALS. THE ARBITRATOR WILL ISSUE A FINAL

AND BINDING DECISION RESOLVING THE DISPUTE(S), WHICH MAY BE ENFORCED AS A COURT JUDGMENT. A COURT RARELY OVERTURNS AN ARBITRATOR'S DECISION.

THIS ARBITRATION PROVISION APPLIES UNLESS (1) YOU HAVE EXERCISED OR EXERCISE YOUR RIGHT TO REJECT ARBITRATION OR (2) AS OF THE DATE OF THIS AGREEMENT, YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT. IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE COVERED BY THE MILITARY LENDING ACT, IN WHICH CASE THIS ARBITRATION PROVISION DOES NOT APPLY TO YOU, PLEASE CONTACT US AT 1-844-NEU-DIAL.

READ THIS ARBITRATION PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

YOU HAVE THE RIGHT TO OPT-OUT OF (NOT BE BOUND BY) THIS ARBITRATION PROVISION AS DESCRIBED BELOW. IF YOU DO NOT DO SO:

- a. YOU ARE WAIVING YOUR RIGHT TO HAVE A JURY OR A COURT, OTHER THAN A SMALL CLAIMS COURT OR SIMILAR COURT OF LIMITED JURISDICTION, RESOLVE ANY CLAIM THAT IS SUBJECT TO ARBITRATION; AND**
- b. YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN COURT OR IN ARBITRATION WITH RESPECT TO ANY CLAIM THAT IS SUBJECT TO ARBITRATION.**

THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

INTERSTATE COMMERCE

THIS ARBITRATION PROVISION IS MADE PURSUANT TO A TRANSACTION INVOLVING INTERSTATE COMMERCE AND SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. § 1 ET SEQ., AND NOT BY ANY STATE ARBITRATION LAW.

SCOPE

FOR PURPOSES OF THIS ARBITRATION PROVISION, THE WORD "CLAIM" HAS THE BROADEST POSSIBLE MEANING AND INCLUDES, WITHOUT LIMITATION (A) ALL FEDERAL OR STATE LAW CLAIMS, DISPUTES OR CONTROVERSIES, WHETHER PREEXISTING, PRESENT OR FUTURE, ARISING FROM OR RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE RELATIONSHIP BETWEEN YOU AND US, THE INFORMATION YOU GAVE US BEFORE ENTERING INTO THIS AGREEMENT, INCLUDING YOUR APPLICATION, AND/OR ANY PAST AGREEMENT OR AGREEMENTS BETWEEN YOU AND US, ANY LOAN OR CREDIT PRODUCT OR RELATED PRODUCT OR SERVICES OBTAINED FROM US AND ANY ADVICE, RECOMMENDATIONS, SOLICITATIONS, COMMUNICATIONS, DISCLOSURES, PROMOTIONS OR ADVERTISEMENTS CONCERNING THE SAME; (B) ALL INITIAL CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS AND THIRD-PARTY CLAIMS AND CLAIMS WHICH AROSE BEFORE THE EFFECTIVE DATE OF THIS ARBITRATION PROVISION; (C) ALL COMMON LAW CLAIMS BASED UPON CONTRACT, TORT, FRAUD, OR OTHER INTENTIONAL TORTS; (D) ALL CLAIMS BASED UPON A

VIOLATION OF ANY LOCAL, STATE OR FEDERAL CONSTITUTION, STATUTE, ORDINANCE OR REGULATION, INCLUDING WITHOUT LIMITATION ALL CLAIMS ALLEGING UNFAIR, DECEPTIVE OR UNCONSCIONABLE TRADE PRACTICES; (E) ALL CLAIMS ASSERTED BY US AGAINST YOU, INCLUDING CLAIMS FOR MONEY DAMAGES TO COLLECT ANY SUM WE CLAIM YOU OWE US; (F) ALL CLAIMS ASSERTED BY YOU INDIVIDUALLY AGAINST US AND/OR ANY OF OUR EMPLOYEES, DIRECTORS, OFFICERS, SHAREHOLDERS, GOVERNORS, MANAGERS, MEMBERS, PARENT COMPANY OR AFFILIATED ENTITIES, OR ASSIGNEES (INCLUDING BUT NOT LIMITED TO NEU MONEY) OR AGAINST THE SERVICER OF YOUR CARD (HEREINAFTER COLLECTIVELY REFERRED TO AS "**RELATED THIRD PARTIES**"), INCLUDING CLAIMS FOR MONEY DAMAGES, RESTITUTION AND/OR EQUITABLE OR INJUNCTIVE RELIEF; (G) CLAIMS ASSERTED BY YOU AGAINST OTHER PERSONS AND ENTITIES IF YOU ASSERT A CLAIM AGAINST SUCH OTHER PERSONS AND ENTITIES IN CONNECTION WITH A CLAIM YOU ASSERT AGAINST US OR RELATED THIRD PARTIES; AND (H) ALL DATA BREACH OR PRIVACY CLAIMS ARISING FROM OR RELATING DIRECTLY OR INDIRECTLY TO THE DISCLOSURE BY US OR RELATED THIRD PARTIES OF ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU. NOTWITHSTANDING THE FOREGOING, THE WORD "CLAIM" DOES NOT INCLUDE ANY DISPUTE OR CONTROVERSY ABOUT THE VALIDITY, ENFORCEABILITY, COVERAGE OR SCOPE OF THIS ARBITRATION PROVISION OR ANY PART THEREOF; ALL SUCH DISPUTES OR CONTROVERSIES ARE FOR A COURT AND NOT AN ARBITRATOR TO DECIDE. HOWEVER, ANY DISPUTE OR CONTROVERSY THAT CONCERNS THE VALIDITY OR ENFORCEABILITY OF THE AGREEMENT AS A WHOLE IS FOR THE ARBITRATOR, NOT A COURT, TO DECIDE. IN ADDITION, THIS ARBITRATION PROVISION WILL NOT APPLY TO (1) ANY INDIVIDUAL ACTION BROUGHT BY YOU IN SMALL CLAIMS COURT OR YOUR STATE'S EQUIVALENT COURT, UNLESS SUCH ACTION IS TRANSFERRED, REMOVED, OR APPEALED TO A DIFFERENT COURT; OR (2) ANY DISPUTES THAT ARE THE SUBJECT OF A CLASS ACTION FILED IN COURT THAT IS PENDING AS OF THE EFFECTIVE DATE OF THIS ARBITRATION PROVISION IN WHICH YOU ARE ALLEGED TO BE A MEMBER OF THE PUTATIVE CLASS FOR AS LONG AS SUCH CLASS ACTION IS PENDING.

CLASS ACTION WAIVER

NOTWITHSTANDING ANY OTHER PROVISION OF THIS ARBITRATION PROVISION, IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT: (A) TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER, OR (B) TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSONS. (PROVIDED, HOWEVER, THAT THE CLASS ACTION WAIVER DOES NOT APPLY TO ANY LAWSUIT OR ADMINISTRATIVE PROCEEDING FILED AGAINST US BY A STATE OR FEDERAL GOVERNMENT AGENCY EVEN WHEN SUCH AGENCY IS SEEKING RELIEF ON BEHALF OF A CLASS OF BORROWERS INCLUDING YOU. THIS MEANS THAT WE WILL NOT HAVE THE RIGHT TO COMPEL ARBITRATION OF ANY CLAIMS BROUGHT BY SUCH AN AGENCY). AN AWARD IN ARBITRATION SHALL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE NAMED PARTIES ONLY, AND ONLY WITH RESPECT TO THE CLAIM(S) 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 ARBITRATION ADMINISTRATOR OR ARBITRATOR SHALL HAVE THE POWER OR AUTHORITY TO WAIVE, MODIFY, OR FAIL TO ENFORCE THIS SECTION, 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 CLASS ACTION WAIVER SHALL BE DETERMINED EXCLUSIVELY BY A COURT AND NOT BY THE ADMINISTRATOR OR ANY ARBITRATOR.

ELECTING ARBITRATION

A PARTY MAY ELECT ARBITRATION OF A CLAIM BY SENDING THE OTHER PARTY WRITTEN NOTICE BY CERTIFIED MAIL RETURN RECEIPT REQUESTED OF THEIR INTENT TO ARBITRATE AND SETTING FORTH THE SUBJECT OF THE DISPUTE ALONG WITH THE RELIEF REQUESTED. YOUR NOTICE MUST BE SENT TO NEU MONEY, INC., 1331 UNION AVENUE, SUITE 1033, MEMPHIS, TN 38104, AND OUR NOTICE MUST BE SENT TO THE MOST RECENT ADDRESS FOR YOU IN OUR FILES. IF A LAWSUIT CONCERNING THE CLAIM HAS BEEN FILED, SUCH NOTICE CAN BE PROVIDED BY PAPERS FILED IN THE LAWSUIT, SUCH AS A MOTION TO COMPEL ARBITRATION.

ADMINISTRATOR

REGARDLESS OF WHO DEMANDS ARBITRATION, YOU SHALL HAVE THE RIGHT TO SELECT EITHER OF THE FOLLOWING ARBITRATION ORGANIZATIONS TO ADMINISTER THE ARBITRATION: THE AMERICAN ARBITRATION ASSOCIATION, 120 BROADWAY, FLOOR 21, NEW YORK, NY 10271 (1-800-778-7879), [HTTP://WWW.ADR.ORG](http://www.adr.org); OR JAMS, 8401 N. CENTRAL EXPRESSWAY, SUITE 610, DALLAS, TX 75225 (1-800-3525267), [HTTP://JAMSADR.COM](http://jamsadr.com). HOWEVER, THE PARTIES MAY AGREE TO A LOCAL ARBITRATOR WHO IS AN ATTORNEY, RETIRED JUDGE, OR ARBITRATOR REGISTERED AND IN GOOD STANDING WITH A BONA FIDE ARBITRATION ASSOCIATION AND ARBITRATE PURSUANT TO THE ARBITRATOR'S RULES. IF THE AAA AND JAMS ARE UNABLE OR UNWILLING TO SERVE AS ADMINISTRATOR, OR THE PARTIES ARE UNABLE TO AGREE UPON ANOTHER ADMINISTRATOR, A COURT WITH JURISDICTION SHALL DETERMINE THE ADMINISTRATOR OR ARBITRATOR. THE ARBITRATION HEARING WILL TAKE PLACE AT A LOCATION REASONABLY CONVENIENT TO WHERE YOU RESIDE.

IF YOU DEMAND ARBITRATION, YOU MUST INFORM US IN YOUR DEMAND OF THE ARBITRATION ORGANIZATION YOU HAVE SELECTED OR WHETHER YOU DESIRE TO SELECT A LOCAL ARBITRATOR. IF RELATED THIRD PARTIES OR WE DEMAND ARBITRATION, YOU MUST NOTIFY US WITHIN 20 DAYS IN WRITING BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OF YOUR DECISION TO SELECT AN ARBITRATION ORGANIZATION OR YOUR DESIRE TO SELECT A LOCAL ARBITRATOR. YOUR NOTICE MUST BE SENT TO NEU MONEY, INC., 1331 UNION AVENUE, SUITE 1033, MEMPHIS, TN 38104. IF YOU FAIL TO NOTIFY US, THEN WE HAVE THE RIGHT TO SELECT AN ARBITRATION ORGANIZATION. THE ARBITRATION WILL BE GOVERNED BY THE RULES AND PROCEDURES OF THIS ARBITRATION ORGANIZATION APPLICABLE TO INDIVIDUAL CONSUMER DISPUTES. YOU MAY GET A COPY OF THE RULES AND PROCEDURES BY CONTACTING THE ARBITRATION ORGANIZATION LISTED ABOVE. IN AN EVENT OF A CONFLICT BETWEEN THE PROVISIONS OF THE ARBITRATION PROVISION, ON THE ONE HAND, AND ANY APPLICABLE RULES OF THE AAA OR JAMS OR OTHER ADMINISTRATOR USED OR ANY OTHER TERMS OF THIS AGREEMENT, ON THE OTHER HAND, THE PROVISIONS OF THIS ARBITRATION PROVISION SHALL CONTROL. IF A PARTY FILES A LAWSUIT IN COURT ASSERTING CLAIM(S) THAT ARE SUBJECT TO ARBITRATION AND THE OTHER PARTY FILES A MOTION TO COMPEL ARBITRATION WITH THE COURT WHICH IS GRANTED, IT WILL BE THE RESPONSIBILITY OF THE PARTY PROSECUTING THE CLAIM(S) TO SELECT AN ARBITRATION ADMINISTRATOR

IN ACCORDANCE WITH THIS PARAGRAPH AND COMMENCE THE ARBITRATION PROCEEDING IN ACCORDANCE WITH THE ADMINISTRATOR'S RULES AND PROCEDURES.

NON-WAIVER

EVEN IF ALL PARTIES HAVE OPTED TO LITIGATE A CLAIM IN COURT, YOU OR WE MAY ELECT ARBITRATION WITH RESPECT TO ANY CLAIM MADE BY A NEW PARTY OR ANY CLAIM LATER ASSERTED BY A PARTY IN THAT OR ANY RELATED OR UNRELATED LAWSUIT (INCLUDING A CLAIM INITIALLY ASSERTED ON AN INDIVIDUAL BASIS BUT MODIFIED TO BE ASSERTED ON A CLASS, REPRESENTATIVE OR MULTI-PARTY BASIS). NOTHING IN THAT LITIGATION SHALL CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS ARBITRATION PROVISION. FOR EXAMPLE, IF WE FILE A LAWSUIT AGAINST YOU IN COURT TO RECOVER AMOUNTS DUE UNDER THE AGREEMENT, YOU HAVE THE RIGHT TO REQUEST ARBITRATION, BUT IF YOU DO NOT ELECT TO REQUEST ARBITRATION, WE RESERVE AND DO NOT WAIVE THE RIGHT TO REQUEST ARBITRATION OF ANY CLAIM (INCLUDING ANY COUNTERCLAIM) YOU LATER ASSERT AGAINST US IN THAT OR ANY RELATED OR UNRELATED LAWSUIT. THIS ARBITRATION PROVISION WILL APPLY TO ALL CLAIMS, EVEN IF THE FACTS AND CIRCUMSTANCES GIVING RISE TO THE CLAIMS EXISTED BEFORE THE EFFECTIVE DATE OF THIS ARBITRATION PROVISION.

ARBITRATOR AND AWARD

ANY ARBITRATOR MUST BE A PRACTICING ATTORNEY WITH TEN OR MORE YEARS OF EXPERIENCE OR A RETIRED JUDGE. THE ARBITRATOR WILL NOT BE BOUND BY JUDICIAL RULES OF PROCEDURE OR EVIDENCE THAT WOULD APPLY IN A COURT, NOR BY STATE OR LOCAL LAWS THAT RELATE TO ARBITRATION PROCEEDINGS. THE ARBITRATOR WILL APPLY THE SAME STATUTES OF LIMITATIONS AND PRIVILEGES THAT A COURT WOULD APPLY IF THE MATTER WERE PENDING IN COURT. THE ARBITRATOR MAY DECIDE, WITH OR WITHOUT A HEARING, ANY MOTION THAT IS SUBSTANTIALLY SIMILAR TO A MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM OR A MOTION FOR SUMMARY JUDGMENT. IN DETERMINING LIABILITY OR AWARDED DAMAGES OR OTHER RELIEF, THE ARBITRATOR WILL FOLLOW THE APPLICABLE SUBSTANTIVE LAW, CONSISTENT WITH THE FAA, WHICH WOULD APPLY IF THE MATTER HAD BEEN BROUGHT IN COURT.

NO ARBITRATION AWARD INVOLVING THE PARTIES WILL HAVE ANY PRECLUSIVE EFFECT AS TO ISSUES OR CLAIMS IN ANY DISPUTE INVOLVING ANYONE WHO IS NOT A PARTY TO THE ARBITRATION, NOR WILL AN ARBITRATION AWARD IN PRIOR DISPUTES INVOLVING OTHER PARTIES HAVE PRECLUSIVE EFFECT IN AN ARBITRATION BETWEEN THE PARTIES TO THIS ARBITRATION PROVISION.

FEES AND COSTS

AT YOUR WRITTEN REQUEST, WE WILL PAY ALL FILING, HEARING AND/OR OTHER FEES CHARGED BY THE ADMINISTRATOR AND ARBITRATOR TO YOU FOR CLAIM(S) ASSERTED BY YOU IN AN INDIVIDUAL ARBITRATION AFTER YOU HAVE PAID AN AMOUNT EQUIVALENT TO THE FEE, IF ANY, FOR FILING SUCH CLAIM(S) IN STATE OR FEDERAL COURT (WHICHEVER IS LESS) IN THE JUDICIAL DISTRICT IN WHICH YOU RESIDE. (IF YOU HAVE ALREADY PAID A FILING FEE FOR ASSERTING THE CLAIM(S) IN COURT, YOU WILL NOT BE REQUIRED TO PAY THAT AMOUNT AGAIN). WE WILL NOT SEEK REIMBURSEMENT OF SUCH FEES FROM YOU EVEN IF WE PREVAIL IN THE ARBITRATION. IN ADDITION, THE ADMINISTRATOR MAY HAVE A PROCEDURE WHEREBY YOU CAN SEEK A WAIVER OF FEES CHARGED TO YOU BY THE ADMINISTRATOR AND

ARBITRATOR. WE WILL ALWAYS PAY ANY FEES OR EXPENSES THAT WE ARE REQUIRED TO PAY BY LAW OR THE ADMINISTRATOR'S RULES OR THAT WE ARE REQUIRED TO PAY FOR THIS ARBITRATION PROVISION TO BE ENFORCED. THE ARBITRATOR WILL HAVE THE AUTHORITY TO AWARD FEES AND COSTS OF ATTORNEYS, WITNESSES AND EXPERTS TO THE EXTENT PERMITTED BY THIS AGREEMENT, THE ADMINISTRATOR'S RULES OR APPLICABLE LAW. WITH RESPECT TO CLAIM(S) ASSERTED BY YOU IN AN INDIVIDUAL ARBITRATION, WE WILL PAY YOUR REASONABLE ATTORNEY, WITNESS AND EXPERT FEES AND COSTS IF AND TO THE EXTENT YOU PREVAIL, IF APPLICABLE LAW REQUIRES US TO OR IF WE MUST BEAR SUCH FEES AND COSTS IN ORDER FOR THIS ARBITRATION PROVISION TO BE ENFORCED. AT THE TIMELY REQUEST OF EITHER PARTY, THE ARBITRATOR SHALL WRITE A BRIEF EXPLANATION OF THE GROUNDS FOR THE DECISION.

APPEAL

THE ARBITRATOR'S AWARD SHALL BE FINAL AND BINDING ON ALL PARTIES, EXCEPT FOR ANY RIGHT OF APPEAL PROVIDED BY THE FAA. HOWEVER, IF THE AMOUNT IN CONTROVERSY EXCEEDS \$20,000, AND IF PERMITTED BY THE ADMINISTRATOR'S RULES, YOU OR WE CAN, WITHIN 14 DAYS AFTER THE ENTRY OF THE AWARD BY THE ARBITRATOR, APPEAL THE AWARD TO A THREE-ARBITRATOR PANEL ADMINISTERED BY THE ADMINISTRATOR. THE PANEL SHALL RECONSIDER ANEW ANY ASPECT OF THE INITIAL AWARD REQUESTED BY THE APPEALING PARTY. THE DECISION OF THE PANEL SHALL BE BY MAJORITY VOTE. REFERENCE IN THIS ARBITRATION PROVISION TO "THE ARBITRATOR" SHALL MEAN THE PANEL IF AN APPEAL OF THE ARBITRATOR'S DECISION HAS BEEN TAKEN. THE COSTS OF SUCH AN APPEAL WILL BE BORNE IN ACCORDANCE WITH THE PARAGRAPH ABOVE TITLED "FEES AND COSTS." ANY FINAL DECISION OF THE APPEAL IS SUBJECT TO JUDICIAL REVIEW ONLY AS PROVIDED UNDER THE FAA. A JUDGMENT ON THE AWARD MAY BE ENTERED BY ANY COURT HAVING JURISDICTION.

Notice and Cure; Special Payment

Prior to initiating a Claim, you may send us a written Claim Notice. In order for a Claim Notice to be valid and effective, it must: (a) state your name, address and Account number; (b) be signed by you; (c) describe the basis of your Claim and the amount you would accept to resolve the Claim; (d) state that you are exercising your rights under the "Notice and Cure" paragraph of the Arbitration Provision; and (e) be sent to us by certified mail, return receipt requested, at Neu Money, Inc., 1331 Union Avenue, Suite 1033, Memphis, TN 38104, Attn: General Counsel. This is the sole and only method by which you can submit a Claim Notice. Upon receipt of a Claim Notice, we will credit you for the standard cost of a certified letter. You must give us a reasonable opportunity, not less than 30 days, to resolve the Claim. If, and only if, (i) you submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$5,000 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$5,000 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$5,000 are not contemplated.

Binding Effect; Survival; Severability

This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision shall survive any bankruptcy to the extent consistent with applicable bankruptcy law. The Arbitration Provision survives any termination, amendment, expiration or performance of this Agreement and any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as follows:

- a. The parties to this Arbitration Provision acknowledge that the provision titled "Class Action Waiver" is material and essential to the arbitration of any disputes between the parties and is non-severable from this Arbitration Provision. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.
- b. If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the provision titled "Class Action Waiver" prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

Opt-Out Process

You may choose to opt out of this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing postmarked within sixty (60) calendar days of the date of this Agreement at the following address: Neu Money, Inc., 1331 Union Avenue, Suite 1033, Memphis, TN 38104. Your notice must be sent to us by certified mail, return receipt requested. Alternatively, you may email us at support@neumoney.app within sixty (60) calendar days of the date of this Agreement. Please include "Opt-Out Notice" in the subject of the email. Upon receipt of an Opt-Out Notice, we will credit you for the standard cost of a certified letter. Your Opt-Out Notice must include your name, address, Social Security number, the date of this Agreement, a statement that you wish to opt out of the Arbitration Provision and must not be sent with any other correspondence. Indicating your desire to opt out of this Arbitration Provision will not affect your other rights or responsibilities under this Agreement and applies only to this Arbitration Provision between you and us.

Armed Forces Members and Dependents Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependents may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account:

the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To be provided with an oral disclosure of this information, please call toll-free 1- 844-NEU-DIAL.

This Agreement shall be interpreted to comply with the Military Lending Act, including its restrictions on permissible loan terms and limitations on interest, charges, and fees. The limitations on interest and fees apply to individuals while they are Covered Borrowers. As applied to Covered Borrowers: (i) any interest, charges, or fees in excess of the permitted limit shall be reduced by the amount necessary to satisfy that limit and any amounts collected in excess of the permitted limit shall be refunded by crediting the Covered Borrower's loan account or by making a direct payment to the Covered Borrower; (ii) the WAIVER OF JURY TRIAL, CLASS ACTION WAIVER, and ARBITRATION PROVISION shall not apply as described above; and (iii) any provision of this Agreement that is inconsistent with the Military Lending Act shall not apply.

Waiver

We, our agents, assigns, successors, service providers, and the respective affiliates will not lose any of our rights if we delay taking any action for any reason or if we do not notify you. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future. We may always enforce our rights later and may take other actions not listed in this Agreement if the law allows them. You do not have to receive notice from us of any waiver, delay, demand or dishonor. We may proceed against you before proceeding against someone else.

Assignment

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not transfer your Account or your Agreement (including any right or obligation under this Agreement) to someone else without our written permission.

We may transfer your Account and this Agreement (or any of our rights or obligations under this Agreement) to another company or person without your consent.

We reserve the right to use third party service providers including, but not limited to Neu Money, to perform any activity we are permitted or obligated to perform under this Cardholder Agreement, to the extent permitted by applicable law.

Definitions

Account means your Card Account with us.

Annual Percentage Rate, or APR, is the percentage you are charged annually for the debt that you accrue.

App or Neu Money App means the Neu Money "Neu" software application downloaded by a user to a mobile device that allows access to the card and card servicing.

Billing Cycle means a period of time that starts on the first day of the calendar month and ends on the last day of the calendar month and might vary from 28 to 31 days depending upon the month.

Business Day means any day our offices are open for the processing of payments and credits.

Card means any physical, digital, or virtual card or other means to access an Account. It also means any other access device, such as a physical card, we give you that allows you to obtain credit.

Credit means an accounting entry that decreases a liability; in this case, your outstanding Account balance.

Credit Limit means the amount of credit extended to you.

Fees means conditional charges imposed on your Account.

Interest or Interest Charges means any charges to your Account based on the application of Annual Percentage Rates.

Item means a check, draft, money order, or other negotiable instrument you use to pay into your Account. This includes any image of these instruments.

Payment Card Network means Visa, or any other network provider displayed on the Card.

Statement means a document or information we provide to you showing Account information including, among other things, transactions made to your Account during a Billing Cycle. We might also refer to your Statement as a "Periodic Statement" or a "Billing Statement."

Truth in Lending Disclosures mean any Account information we provide to you that is required by the federal Truth in Lending Act and Regulation Z. These include your application and solicitation disclosures, Account opening disclosures, subsequent disclosures, Statements, and change in terms notices.

Appendix A

YOUR BILLING RIGHTS

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at:

Cross River Bank
c/o Neu Money, Inc.
1331 Union Avenue
Suite 1033
Memphis, TN 38104

In your correspondence, give us the following information:

- Account information: your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within sixty (60) days after the error appeared on your statement.
- At least three (3) business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
- You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

1. Within thirty (30) days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within ninety (90) days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question, or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe, and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within ten (10) days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To exert this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your Account do not qualify. Neu Money does not offer cash advances, ATM access, or credit card access checks.
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Cross River Bank
c/o Neu Money, Inc.
1331 Union Avenue
Suite 1033
Memphis, TN 38104

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Appendix B

ADDITIONAL DISCLOSURES

California Residents: If you are married, you may apply for a separate account in your own name. As required by law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. After credit approval, each applicant shall have the right to use the credit card account up to the limit of the account.

Colorado Residents: This Cardholder Agreement shall be governed by Colorado law, except where otherwise preempted or authorized by federal law, including that any “interest” terms as contemplated by 12 U.S.C. § 1831d shall be governed by 12 U.S.C. § 1831d and the laws of Delaware.

Iowa Residents: IMPORTANT: READ BEFORE SIGNING. The terms of this Cardholder Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written Cardholder Agreement may be legally enforced.

Kentucky Residents: You may pay the unpaid balance of your account in whole or in part at any time.

Massachusetts Residents: Massachusetts law prohibits discrimination on the basis of race, color, religious creed, national origin, sex, gender identity, marital status, or sexual orientation.

Maryland Residents: To the extent permitted by law, this Cardholder Agreement is governed by and construed in accordance with the laws of the State of Delaware and Federal law pursuant to 12 U.S.C. § 1831d and related regulations and opinions and, to the extent federal and Delaware law do not apply, the Credit Grantor Revolving Credit Provisions in Title 12, Subtitle 9 of the Maryland Commercial Law Article.

Missouri Residents: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

Nebraska Residents: A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

New Hampshire Residents: If you prevail in any action, suit or proceeding we bring or in an action you bring in connection with this Cardholder Agreement, reasonable attorneys’ fees shall be awarded to you. If you successfully assert a pertinent defense, set off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys’ fees as the court deems appropriate.

New Jersey Residents: (1) The section headings of this Cardholder Agreement are a table of contents and not contract terms. (2) You agree to pay our reasonable attorney's fees, up to 20% of outstanding principal and interest, paid in the collection of this account to an attorney who is not our employee. (3) Provisions of this Cardholder Agreement that refer to acts or practices that apply as permitted by, or except as prohibited by, applicable law are applicable to New Jersey residents only to the extent that such acts or

practices are permitted by New Jersey or Federal law.

New York Residents: New York residents may contact the New York State Department of Financial Services by telephone at 1-800-342-3736 or visit its website at <https://www.dfs.ny.gov/credit> for free information on comparative credit card rates, fees and grace periods.

Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Texas Residents: This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Utah Residents: As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. This written agreement is a final expression of the agreement between the creditor and debtor and the written agreement may not be contradicted by evidence of any alleged oral agreement.

Vermont, Rhode Island and New York Residents: You understand and agree that we may collect information about you, including information from third parties such as consumer credit reporting agencies, in order to conduct our business, including in connection with any updates, renewals or extensions of any credit as a result of your application and card membership. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You also understand and agree that we may obtain a consumer credit report in connection with the review or collection of any extension of credit made to you or for other legitimate purposes related to such extension of credit.

Married Wisconsin Residents: If you are married: (i) you confirm that this Account is being incurred in the interest of your marriage or family; (ii) no provision of any marital property agreement, unilateral agreement, or court decree under the Wisconsin Marital Property Act will adversely affect a creditor's interest unless, before the time credit is granted, the creditor is furnished a copy of that agreement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred; (iii) you understand and agree that we will provide a copy of this Agreement to your spouse for his or her information. You must notify us if you have a spouse by sending your name and your spouse's name and address to us at Neu Money, Inc., Suite # 500, Memphis, TN 38103.

All Residents: You promise us that you are not planning to file bankruptcy at the time of your application for your Account.