

COMMERCIAL CARD AGREEMENT**Effective: October 1, 2025**

1. **INTRODUCTION.** This COMMERCIAL CARD AGREEMENT, including any terms and conditions provided on an application, enrollment or acceptance form, and any exhibits, addenda or schedules (collectively, "**Agreement**") sets forth the terms and conditions governing commercial credit cards and the related accounts ("**Account**") issued by Western Alliance Bank ("**Bank**"). As such, not all provisions may be applicable to the commercial card issued. Please refer to the applicable application and or enrollment form for Card-specific details. This Agreement supersedes any terms and conditions on the card mailer accompanying the Card.
2. **DEFINITIONS.** Unless otherwise defined herein, the following definitions apply:

"Annual Percentage Rate" or **"APR"** means annual cost of credit, expressed as a percentage, equal to the Index plus the applicable margin.

"Arbitration Clause" means Exhibit A to this Agreement.

"Authorized Officer" means the owner and/or corporate officer for Company with authority to bind Company and/or obligate Company.

"Business-to-Business" or **"B2B"** means a transaction or business conducted between one business and another, such as a wholesaler and a retailer.

"Buyer-Initiated Payments" or **"BIP"** means a Card payment process initiated by the Payer in ePayables that requires the merchant identification number (MID) to be captured and sends a payment to the acquiring processor directly without the involvement of the Payee.

"Card" means one or more commercial credit cards, or other devices by which credit may be accessed other than a check, issued on the Account and includes any tangible card with a number embossed on it, a card number, or a card number issued without a tangible card (sometimes called a "virtual card").

"Cardholder" means a person for whom Company has requested and to whom Bank has issued a Card.

"Charges" refers to all amounts charged to the Account, including, without limitation, purchases, any transaction in which Company or Cardholders have evidenced an intention to make a purchase, balance transfers, miscellaneous charges and fees, and any other monetary obligations associated with the Account.

"Cash Advance Limit" refers to a portion of the Card's overall Company Credit Limit or Cardholder Credit limit, as applicable, and is only available to the extent of any credit available under the Card's overall Company Credit Limit or Cardholder Credit Limit.

"Company" refers to the business organization or sole proprietorship, which has applied for or accepted (in the case of pre-approved offers) the Account, and any related Cardholders, Authorized Officers, authorized signers, anyone to whom Company or Cardholders give a Card (even if they exceed or violate Company or Cardholder's instructions) and anyone else authorized to use the Account.

"Company Credit Limit" means the credit limit established by Bank for the Account for purchases of goods and services.

"Company-Provided Card Content" means any and all business, division, trade or assumed names, trade dress, service marks, trademarks, logos or other words or images that Company or its representatives supply for inclusion on any Cards issued under this Agreement.

"Daily Periodic Rate" means the periodic rate applied in any billing period that equals the APR divided by 365.

"Damages" mean damages of any character, including actual, indirect, incidental, special or consequential damages, regardless of the form of the action, whether in contract, tort, strict product liability or otherwise, even if any representative of Bank has been advised of the possibility of such damages.

"ePayables" means any B2B Card payment platform offered by Bank to Company.

"Finance Charge" means total cost to Company of obtaining the Account and includes interest and any applicable fees.

"Guaranteed Obligations" means any and all obligations, Charges, fees, assessments, indebtedness, liabilities and obligations of Company associated with the Cards and/or Account.

"Guarantor" means the individual or individuals identified on the Card application or enrollment form and who are unconditionally and irrevocably, jointly and severally, guaranteeing the Guaranteed Obligations.

"Guaranty" means the guaranty obligations contemplated and described in Section 8.

"Index" means the prime rate as periodically published in The Wall Street Journal or, if no longer available, an equivalent rate as selected by Bank in its sole and absolute discretion.

"Outstanding Balance" means the outstanding balance of purchases, balance transfers, interest/finance charges, Charges, and other fees associated with a Card or the Account, as the case may be.

"PDH" means Payer Direct Hub.

"Payee" means a merchant or vendor to whom a Payer desires to make a payment.

"Payer" means a commercial Cardholder who licenses ePayables from the Bank.

"Platform" means the Bank's web-based Card management platform.

"Promotional Offers" means limited-time, introductory or promotional offers on certain purchases, or balance transfers at APRs that are lower than the standard APRs for those features and may be subject to other conditions.

"Restrictive Endorsement" means any words or terms signifying a purpose of a deposit or collection such as "Paid in Full" or "In Settlement Of".

"Rewards", means bonuses, benefits, and/or premiums in connection with opening, maintaining, renewing, or increasing the balance of an Account or certain Cards.

"Rewards Terms and Conditions" means, generally, those terms and conditions applicable to any rewards earned on the Cards, including but not limited to ScoreCard® Program Terms and Conditions.

"Statement" means a periodic statement showing the total amount owed for a particular Card or Account, as the case may be, as of the end of the billing period, including the Outstanding Balance, the minimum payment due and other amounts transacted or completed during the applicable billing period.

"Supplier-Initiated Payments" or **"SIP"** means a B2B transaction made with a commercial Card where the supplier collects the Payer's Card details from ePayables in order to submit the Payment to its own acquiring processor.

"Unauthorized Use" means any use by a person who is not an authorized signer on the Account, was not expressly or impliedly authorized by such a person, and from which such a person derives no benefit.

3. AGREEMENT.

- a. **Effective Date.** This Agreement, including any application, enrollment or acceptance form, any exhibits, addenda or schedules, and any Rewards Programs Terms and Conditions, if applicable, becomes effective on the earlier of (a) fifteen (15) days after Bank sends Company the first Card or (b) Company's first use of a Card or the Account. Any use of the Card or Account constitutes Company's, as well as that of each Cardholder's, acceptance of the terms of this Agreement. If Company does not wish to be bound by this Agreement, Company must not use (or authorize anyone else to use) the Card or Account and must cancel the Account and destroy any tangible Cards.
- b. **One Agreement.** Bank will provide access to the Agreement to Company on the Account application, enrollment or acceptance form at the time the Account is onboarded onto the Bank's system and/or online at westernalliancebank.com/cardterms. Company is solely responsible for ensuring Cardholders are aware of the terms and conditions of this Agreement and any accompanying application, enrollment or acceptance form, any exhibits, addenda or schedules, and any Rewards Programs Terms and Conditions, and their obligations thereunder. In any event, Company shall be responsible for all Charges and transactions conducted by Cardholders in accordance with the Agreement.

4. CREDIT LIMITS.

- a. **Company Credit Limit.** Notwithstanding any credit limit requested by Company, Bank will establish a Company Credit Limit. Bank may, at any time and at its sole option, with or without notice to Company, increase or decrease the Company Credit Limit. Without limiting the foregoing, Bank may reduce the amount of credit available under the Company Credit Limit by the amount of any request for authorization from a merchant or financial institution even if the amount has not yet posted to the Account.

Company agrees not to use, or allow anyone else to use, the Card or Account in any way that would cause the balance of Charges on the Card or Account to exceed the Company Credit Limit. Bank is not, under any circumstances, obligated to approve any transaction or extend credit if doing so would exceed the Company Credit Limit; but if Bank does, Company agrees to repay all Charges that exceed the Company Credit Limit, plus other applicable Charges in accordance with the terms of this Agreement.

- b. **Cardholder Credit Limit.**

- i. **Establishment of Limits.** Bank or Company may establish individual credit limits for purchases of goods or services on a per Card basis, referred to as **"Cardholder Credit Limits"**. In no event, may a Cardholder Credit Limit exceed the Company Credit Limit.
- ii. **Changes to Limits.** Bank may, at any time and at its sole option, with or without notice to Company or Cardholder, increase or decrease the Cardholder Credit Limit or any sub-limit on any Card. Without limiting the foregoing, Bank may reduce the amount of credit available under the Cardholder Credit Limit on a Card by the amount of any request for authorization from a merchant or financial institution even if the amount has not yet posted to the Account.
- iii. **Exceeding Limits.** Company agrees not to use, or allow anyone else to use, the Card or Account in any way that would cause the balance of Charges on the Card to exceed the Cardholder Credit Limit or Company Credit Limit. Bank is not under any circumstances obligated to approve any transaction or extend credit if doing so would exceed an applicable Cardholder Credit Limit; but if Bank does, Company agrees to repay all Charges that exceed the Cardholder Credit Limit, plus other applicable Charges in accordance with the terms

of this Agreement.

iv. **Spend Limits.** In conjunction with Company Billing described in Section 9 below, Bank or Company may also establish individual spending limits for purchases on a per Card basis, referred to as “**Spend Limits**”. Bank or Company may, at any time and at its sole option, with or without notice to Company or Cardholder, increase or decrease the Spend Limit on any Card. Spend Limits operate differently than Company or Cardholder Credit Limits. It is the responsibility of each Cardholder and Company to monitor the status of the applicable Spend Limit.

5. THE CARDS.

- a. **Signature Panel.** The back of a tangible Card may contain a signature panel, and if so, the card must be immediately signed by the named Cardholder for the Card may be valid and used.
- b. **Bank’s Property.** Each Card is the property of Bank and must be returned to Bank on request. Bank may revoke any Card or all of the Cards at any time, without cause and without notice. If a merchant or a financial institution where the Card is attempted to be used asks for the surrender of the Card, Cardholder must surrender it immediately.
- c. **Expiration.** Cards are not valid after the expiration date, which may be printed on the Card, and must not be used after that date.
- d. **Renewal and Replacement Cards.** Bank may issue renewal or replacement Cards in its sole discretion.
- e. **Additional Cards.** Company may request additional Cards. Company is responsible for all Charges to the Account made by holders of additional Cards.
- f. **Company-Provided Card Content.** Company represents and warrants to Bank that it has full right, title, and interest in Company-Provided Card Content and grants Bank a limited license to use Company-Provided Card Content for the product of Company-branded Cards. Notwithstanding, Company will defend, indemnify and hold harmless Bank and its parent, subsidiaries, and affiliates, as well as each's employees, officers, directors and agents (each an “**Indemnified Party**”) against all costs and expenses of the Indemnified Party (including without limitation any losses, liabilities, damages, fines, penalties or reasonable attorneys' fees) arising from or in connection with any dispute, claim, suit, action, proceeding or demand brought against an Indemnified Party relating to any actual or alleged violation of intellectual property rights of any third party as a result of the inclusion of any Company-Provided Card Content on the Cards.

6. AVAILABLE TRANSACTIONS (BUSINESS PURPOSE).

Subject to the other terms and conditions of the Agreement, the Cards and Account are to be used for business (non-consumer) purposes only and for the types of transactions shown below. Company agrees not to use the Cards or Account for any transactions that are primarily for personal, family or household purposes, although Company agrees to pay for such Charges:

- a. **Purchases.** To purchase goods and services wherever VISA® cards are honored.
- b. **Balance Transfers (if applicable).** To transfer balances of other credit card accounts held by Company. Certain Promotional Offers and/or Accounts may allow Company to transfer balances of other credit card accounts held by Company to its Account. Company may not use a balance transfer to pay off any other accounts Company has with Bank. Company should allow 3 to 4 weeks for a balance transfer request to process, during which time Company should continue to make payments to those accounts.
- c. **Cash Advances (if applicable).** Cash advances, which may be obtained from Bank, from other participating financial institutions, or at automated teller machines in participating networks, may be subject to any limits which Bank, the other institutions or the networks may set.
- d. **Fraudulent or Questionable Transactions.** Bank reserves the right to decline to authorize any requested transaction which Bank reasonably believes is or may be unauthorized or fraudulent in any respect.

7. LIABILITY/PROMISE TO PAY.

Company promises to pay any Charges resulting from use of a Card or the Account, plus all interest, fees and other amounts that may be due on the Account. This Agreement is not in derogation of any other obligation the Company may have with Bank.

8. PERSONAL GUARANTY (if applicable).

This Personal Guaranty section only applies if Bank requires a personal guaranty as a condition to granting the Account as set forth on the applicable Card application or enrollment form signed by the Guarantor.

- a. Guarantor unconditionally and irrevocably guarantees the payment when due and the performance of the Guaranteed Obligations, together with all expenses Bank incurs relating to collection of the Guaranteed



Obligations, including reasonable attorneys' fees. Grantor understands that Bank may proceed directly against the Guarantor in his or her individual or personal capacity without first exhausting its remedies against Company or any other person or any security held by Bank or any guarantor, or any deposit account or credit on the books of Bank in favor of Company or any other person or guarantor, and that this Guaranty will not be affected by failure by Bank to enforce any rights or remedies Bank may have against Company.

- b.** Guarantor waives (i) all statutory and legal defenses of Company pertaining to the duties and obligations of Company (including discharge in bankruptcy), any evidence thereof, and any security therefor, except the defense of discharge by payment; (ii) all defenses of a surety to which the Guarantor may be entitled by statute or otherwise; (iii) notice of acceptance of this Personal Guaranty and of the creation and existence of the duties and obligations of the Guarantor under the Agreement; (iv) presentment, demand for payment, notice of dishonor, notice of non-payment, and protest of any instrument evidencing the duties and obligations of Company under the Agreement; (v) all other demands and notices to the Guarantor or any other person and all other actions to establish the liability of the Guarantor under the Agreement; and (vi) any modification, renewal, extension or amendment to this Agreement or the terms of the Guaranteed Obligations under the Agreement. Guarantor agrees to the dispute resolution provisions in the Agreement with the same force and effect on any dispute or claim relating in any way to this Guaranty and Guarantor.
- c.** Nothing, except full payment and discharge of all the Guarantor's duties and obligations to Bank, which but for this provision could act as a release or impairment of the liability of the Guarantor, will in any way release, impair, or affect the liability of the Guarantor. Guarantor hereby consents that Bank may without further consent or disclosure and without affecting or releasing the obligations of Guarantor hereunder: (i) surrender, exchange, release, assign, or sell any collateral or waive, release, assign, sell, or subordinate any security interest; (ii) waive or delay the exercise of any of Bank's rights or remedies against Company; (iii) waive or delay the exercise of any of our rights or remedies in respect of any collateral or security interest or any deposit account or credit on the books of Bank in favor of the Company or any other person or any guarantor, now or hereafter held; (iv) renew, extend, waive or modify the terms of any obligation, or any instrument or agreement evidencing the same; (v) renew, extend, waive or modify the terms of any security document; (vi) apply payments received from Company or any surety or guarantor or from any collateral, to any indebtedness, liability, or obligations of Company or such sureties or guarantors whether or not a Guaranteed Obligations hereunder; and (vii) realize on any security interest, judicially or nonjudicially, with or without preservation of a deficiency judgment.
- d.** Guarantor understands that its liability hereunder will not be discharged or affected by the death, will bind all heirs, administrators, representatives, and assigns, and may be enforced by or for the benefit of any successors in interest to Bank. Guarantor may not assign or otherwise transfer all or any part of its rights or obligations hereunder.
- e.** Guarantor acknowledges that Bank is making credit accommodations to Company with reliance on the truth and accuracy of Guarantor's representations in the Agreement, and Guarantor's enforceable Guaranty is an inducement for Bank to make such credit accommodations.

9. BONUSES. Bank may offer Company certain Rewards. Bank may change, add, or delete Rewards at any time and with or without notice to Company. Any such Rewards are subject to the applicable Rewards Program Terms and Conditions, which are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. Unless otherwise stated herein or the Rewards Program Terms and Conditions, all Rewards accrue at Company (Account) level.

10. STATEMENTS/BILLING OPTIONS. From time to time, Bank will prepare Statements for Company and/or Cardholders. Unless a Promotional Offer or other circumstance requires transactions to be billed at the Account level and paid by the Company (i.e., Company billing), Company may elect to have statements sent directly to Company or individual Cardholders.

- a. Company Billing.** This section applies if Company has elected to have Statements sent to Company.

 - i. Statements Sent to Company.** Bank will mail or make Statements available to Company at the last address shown for Company in Bank's records and/or via the Platform (if electronic statements are selected by Company), respectively. It is Company's responsibility to review the Statements carefully to ensure that Company recognizes all Charges billed and that the amount is appropriate for Company to pay. Any discrepancies should be brought to Bank's attention immediately in accordance with Section 17 below.
 - ii. Change of Company Billing Address.** Company agrees to notify Bank within ten (10) days of any changes to Company's billing address. Until Bank is notified that Company's billing address has changed, Bank will continue to send Statements and other notices to the last address it maintained for Company.
- b. Individual Billing.** This section applies if Company has elected to have Statements sent to individual



Cardholders.

- i. **Statements Sent to Individual Cardholders.** Bank will, as a convenience to Company and Cardholder, mail or make Statements available to each individual Cardholder at the last address shown for that Cardholder in Bank's records or via the Platform. It is Cardholder's responsibility to review the Statements carefully to ensure that Cardholder recognizes all Charges billed and that the amount is accurate. Any discrepancies should be brought to Company's and Bank's attention immediately in accordance with Section 18 below.
- ii. **Change of Cardholder Billing Address.** Cardholder agrees to notify Bank within ten (10) days of any changes of address. Until Bank is notified that the Cardholder's billing address has changed, Bank will continue to send Statements and other notices to the last address it has maintained for Cardholder.
- c. **Payments.** Company promises to pay Bank according to the terms of this Agreement the entire amount owing under this Agreement.

11. PAYMENTS GENERALLY.

- a. **Payment Rules.** Company may not make any payment directly or indirectly by an advance on the Account. Bank, in its sole discretion, determines how it applies the payments received on the Account. Generally, Bank will apply payments received first to annual fees (if applicable), next to fees, next to interest (finance charges) (if applicable), and then to purchases.
- b. **Minimum Payment.** If a Card requires a minimum payment, Company promises to make at least the minimum payment due on the Account each month as shown on the applicable monthly Statement. The minimum payment is equal to five percent (5%) of the Outstanding Balance, plus any over-limit amounts, fees, past due amounts and accrued but unpaid Finance Charges.

In no event will the minimum payment be less than twenty-five dollars (\$25). If the Outstanding Balance is less than twenty-five dollars (\$25), the minimum payment will be the entire Outstanding Balance
- c. **Making Payments.** Bank must receive the payment or, if applicable, the minimum payment on or before the due date shown on the applicable Statement. Payments received after any reasonable cutoff hour Bank sets will be treated as received on the next business day. Receipt of the payment or minimum payment sent via mail at any address other than that designated on the applicable monthly statement may create a delay in posting to the Account and result in a late fee and additional finance charge if applicable.
- d. **Payments.** All payments must be made in U.S. Dollars drawn on funds on deposit in the United States. Please do not send cash payments. Payments can be made via auto pay, via the Platform, via phone, or via check. In order to avoid delays in check payments posting to the Account resulting in a Late Payment Fee (as defined below), Company agrees it will not send multiple check payments to pay many Accounts in one envelope, it will not staple payments, and it will ensure that the payment coupon is enclosed with check payment.
- e. **No Waiver or Impairment of Bank's Rights.** Bank may accept late payments, partial payments or any payment marked with any kind of Restrictive Endorsement without giving effect to the Restrictive Endorsement and without losing, waiving, or impairing any of Bank's rights under this Agreement or under applicable law. Except for billing error notices, communications regarding any disputes about the Account must be mailed to the following address: Attn: Bankcard Services - Error Resolution, P.O. Box 26237 Las Vegas, NV 89126-0237. Any communications sent elsewhere, or Bank's acceptance of payments marked with any Restrictive Endorsements will be of no legal effect.

12. DEFAULT.

Company will be in default if any of the following occur as to the Account, any Card or Cardholder, or any principal (owner, director, officer or other manager) of Company or any Cardholder which is an organization:

- a. Bank does not receive the payment or any minimum payment due on or before the payment due date;
- b. Company exceeds any applicable Company Credit Limit or Cardholder Credit Limit;
- c. Company fails to honor any other obligation under this Agreement;
- d. Company ceases to be a legal entity or any guarantor dies or becomes legally incapacitated;
- e. Company or any guarantor files for bankruptcy, or becomes insolvent or generally unable to pay the applicable debts, or makes an assignment for the benefit of creditors;
- f. Company or any Company principal or guarantor furnishes false, incomplete or misleading information to Bank at any time, including on the Card application or acceptance form, or any financial statement or other document or information submitted to Bank;



- g. Company or any Company principal(s) are in default pursuant to this or any other obligations to Bank;
- h. Another creditor attempts through legal process to take any of Company's or any guarantor's money or property;
- i. Bank reasonably believes that Company or any guarantor are unable or unwilling to honor all of its obligations under this Agreement or other obligations either owe to Bank;
- j. Bank has evidence or reasonably believes that an unauthorized use of the Card or Account has been made or attempted;
- k. There is any material change in the equity ownership or managerial control of Company; or.
- l. If applicable, any Guaranty of Company's obligations under the Account is deemed unenforceable or the Guarantor revokes or challenges the enforceability of the Guaranty.

If Company is in default, Bank may declare without prior notice the Outstanding Balance of the Account immediately due and payable, may close or suspend the Account or any of the Cards, may exercise any rights of offset (if applicable), and/or recover the Cards.

13. INTEREST CHARGES. If applicable, the following interest charges will apply, whether before or after default, judgment, or the closing of the Account. Interest rate and APR, along with other required disclosures may be found in the applicable addendum to this Agreement.

- a. **Grace Period.** No interest will be assessed on purchases or balance transfers if Company has paid the total balance of purchases, balance transfers, and all other amounts due shown on the applicable Statement in full within twenty-five (25) days of Statement date. Otherwise, interest will be assessed on each purchase or balance transfer from the date of the transaction.
- b. **Balance Subject to Interest Charge.** Bank uses the average daily balance (including new purchases) computation method to determine interest charges for the Account. Bank will calculate interest by applying the Daily Periodic Rate to the Average Daily Balance of the Account. To get the "Average Daily Balance", Bank takes the beginning balance of the Account each day, adds any new purchases, subtracts any payments, credits, and adds any non-accruing fees and unpaid interest. This gives Bank the daily balance. Then Bank adds up all of the daily balances for the billing cycle and divides the total by the number of days in that billing cycle. This gives Bank the Average Daily Balance for the billing cycle.
- c. **Minimum Interest or Finance Charge.** There is no minimum interest or finance charge for purchases or balance transfers.
- d. **Annual Percentage Rate.**
 - i. **Variable Rate.** Daily Periodic Rates and corresponding Annual Percentage Rates may vary from billing period to billing period and are based on the Index plus the applicable margin.
 - ii. **Index.** The Index value will be measured on the last day of each month and any resulting changes in the APR and periodic rate will become effective for Accounts as of the last day of the following calendar month. If The Wall Street Journal ceases publication or no longer publishes the Index, Bank may substitute a different index, in its sole discretion (subject to applicable law), which will thereafter be the Index for the Account.
 - iii. **Margin.** The applicable margins, along with the Annual Percentage Rates, applicable fees and other disclosures are found in the addenda to this Agreement.
 - iv. **Current APRs.** For the most current applicable periodic rates and Annual Percentage Rates, contact Bank at (800) 657-6366.
 - v. **Effect of Rate Increases.** If the Annual Percentage Rate increases, the amount of the interest charges, and by extension the Finance Charges, may also increase. Any new periodic rates will apply to existing Account balances. The periodic rate may also change as provided in the section of this Agreement entitled "Changing This Agreement."

14. OTHER FEES AND CHARGES.

- a. **Fee Disclosure.** All applicable fees and charges described in this section are disclosed online at westernalliancebank.com/cardterms, in the terms and conditions provided with the applicable promotional offer, or as periodically provided by Bank.

- b. **Annual Fee (if applicable).** Accounts may be subject to an annual fee that is generally charged on the anniversary of the card issuance date.
- c. **Cash Advance Fee.** A cash advance fee is assessed each time a new cash advance is posted to Account, whether the cash is withdrawn or is transferred from Account to another account. The fee shall be fully earned when assessed and may reduce the Cash Advance Limit associated with a Card.
- d. **Late Payment Fee.** If Bank does not receive the minimum payment due on or before the payment due date as it appears on the applicable monthly Statement, Bank may charge the Account a late fee for the billing period, in addition to interest, if applicable, which accrues on the unpaid balance.
- e. **Returned Payment Fee.** If any check or other payment on the Account is dishonored or must be returned because it cannot be processed, Bank may charge a returned payment fee.
- f. **Pay by Phone Fee.** A transaction fee will be assessed to the Account each time a pay-by-phone payment is processed on the Account.
- g. **Balance Transfer Fee (if applicable).** A fee will be assessed on each balance transfer made to the Account as disclosed on the applicable Card acceptance form or application.

15. INTERNATIONAL TRANSACTIONS.

- a. Cards may be used to purchase goods and services internationally. For any applicable fees, please visit westernalliancebank.com/cardterms. Additionally, third parties such as merchants or other financial institutions may charge fees on cross-border transactions and foreign-currency transactions.
- b. If Company conducts a transaction with a Card in a currency other than U.S. dollars, VISA® will convert the transaction amount into U.S. dollars using its currency conversion procedure. Under the currency conversion procedure that VISA® currently uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount. The exchange rate between the non-U.S. dollar transaction currency and the U.S. dollar currency used for processing these transactions is either: (a) a rate selected by VISA® from the range of rates available in wholesale currency markets for the applicable processing date, which rate may vary from the rate VISA® itself receives; or (b) the government-mandated rate in effect for the applicable processing date.

16. DISCLOSURES OF INFORMATION.

Company consents on behalf of itself and its Cardholders, without restriction, to the release of personal data about Company and Cardholders by Bank to VISA® U.S.A., Inc., its members and their respective service providers for the purpose of providing emergency Card replacement services, and otherwise as allowed by law. Bank may also release business or personal data about Company to third parties as necessary or appropriate (i) in the ordinary course of servicing the Account and Cards, (ii) for purposes of marketing to Company, (iii) as required by law or legal process, and (iv) otherwise as permitted by law.

17. RESTRICTIONS ON USE OF ACCOUNT.

- a. **Named User.** Only the Cardholder named on the Card is permitted to use it for charges, identification, or any other reason.
- b. **No Illegal Purpose.** Use of Cards and Account are subject to any and all applicable laws, regulations, and VISA® International Operating Regulations. Cards and Account may not be used in connection with any transaction that is unlawful. The responsibility to determine whether any transaction or use is lawful or otherwise permissible rests with Company and/or Cardholder.
- c. **Gambling.** In addition, Cards may not be used to participate in any gambling activity (whether lawful or unlawful).

Notwithstanding the foregoing, Company will remain fully obligated to pay any indebtedness incurred in contravention of the foregoing limitations. Bank may block any transaction that Bank believes may violate this provision.

18. LIABILITY FOR UNAUTHORIZED USE.

If a Card or Account number is lost or stolen, or if Company or a Cardholder thinks that any Card is otherwise subject to unauthorized use, you must notify the Bank immediately by calling (866) 604-0381, sending an email to CommercialCreditCards@westernalliancebank.com, or in writing to Western Alliance Bank, Attn: Bankcard Services, P.O. Box 26237 Las Vegas, NV 89126-0237. In the event of any Card use by a person without actual, implied or apparent authority for such use, and from which Company receives no benefit, Company will nevertheless be responsible for such unauthorized use to the fullest extent permitted by applicable law. To the extent permitted by applicable law, if 10 or more Cards are issued on the Account, we may hold Company liable for all amounts charged to the Company's Account, including amounts that result from unauthorized use. Company is solely responsible for maintaining the security of any Cards and any other authentication credentials used in connection with Company's



Account including those issued to any Cardholder.

19. FINANCIAL AND CREDIT INFORMATION.

- a. **Financial Statements.** If Bank requests, Company agrees to furnish a current financial statement or to update the Card application, enrollment or acceptance form from time to time, including but not limited to providing prior fiscal year(s) revenues.
- b. **Credit Reports.** Company and Cardholders authorize Bank to make whatever credit inquiries or investigations that Bank deems appropriate. This includes obtaining credit reports from time to time. Bank may disclose to others, such as credit bureaus, merchants and other financial institutions, information about the Account and Company's performance under this Agreement, subject to applicable law.

20. RELIANCE. Bank shall be protected in acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter or other document, including, without limitation, disbursement instructions pursuant to this Agreement, believed by it to be genuine and correct and to have been signed or sent by Authorized Officer.

21. CLOSING THE ACCOUNT.

- a. **By Company.** Company may close the Account at any time by notifying Bank in writing at the address shown on the applicable monthly statement or through the Platform as described below in Section 26. Company must destroy all Cards with its notice. However, Company remains responsible to pay the amounts owed to Bank according to the terms of this Agreement.
- b. **By Bank.** Bank may close or suspend a Card or the Account at any time without cause and without prior notice, subject to applicable law, or reissue a different Card at any time.
- c. **Cardholder Rights.** Upon closure (whether by Company or Bank), all Cardholders' rights to use Card and to make Charges to Account will be automatically revoked.

22. GOVERNING LAW/CONFLICTING TERMS. The Account is entered into between Company and Bank in the state of Arizona and Bank extends credit from Arizona. Except as otherwise provided in the Arbitration Clause, this Agreement and the Account will be governed by and construed in accordance with federal law and any applicable laws of the state of Arizona without regard to rules concerning conflicts of law or choice of law. The terms of this Agreement supersede any conflicting terms set forth on a sales slip or credit card draft. Except as otherwise provided in the Arbitration Clause, the holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

23. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL. Company should read the Arbitration Clause carefully. It will substantially affect Company's rights in the event of a dispute between Company and the Bank. **THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO A JURY TRIAL IN ANY DISPUTE BETWEEN THE PARTIES (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE), INCLUDING ARISING OUT OF, UNDER, OR RELATING TO THIS AGREEMENT.**

24. SECURITY INTEREST. To secure Company's full and prompt performance of its obligations under the terms of this Agreement, Company hereby grants Bank a first-priority security interest in all deposits Company maintains at Bank. Such grant of a security interest is made under the Uniform Commercial Code of the state in which the accounts are located. The Account is not secured by any interest in real property whatsoever, even if another document you have with us purports to grant such a security interest. If Company has given Bank a security interest in money or other personal property in a separate agreement, that personal property may also secure the obligations under this Account.

25. CHANGING THIS AGREEMENT. Bank may amend this Agreement from time to time, including the addition of entirely new provisions, by sending such notice as may be required by law. Notice may be sent to Company at the last address shown in Bank's records for the Account. Unless Bank states otherwise, balances existing on the effective date of any amendment, as well as future activity, will be subject to the terms of the amended Agreement to the extent permitted by law. Bank considers that Company has accepted the changes if it continues to keep or use the Account and/or Cards subsequent to the effective date of the changes.

26. SALE OF ACCOUNT. Bank may, from time to time, sell, securitize, encumber or otherwise transfer the Account, Cards and any interest in them to any party without Company's knowledge or consent.

27. OTHER FEATURES. Bank may, from time to time, offer Company other features on the Cards or Account. These may be effectuated by a notice of change in terms under Section 23 above or by a separate contract or amendment to this Agreement, at Bank's option.

28. ONLINE CARD MANAGEMENT PLATFORM. This section applies if Company elects at any time to sign up to use the

Platform.

- a. The Platform allows Company's administrator to manage its Account, all applicable Cards and Cardholders or, if applicable, individual Cardholders to view Card activity and manage the Cardholder's profile information.
- b. **Sensitive Data.** Company acknowledges that the Platform involves the transfer of sensitive information about Company, individual Cardholders, payments and other matters, activities which carry inherent risk. Without limiting the foregoing:
 - i. Company and Cardholders hereby consent to the release of any information about Account or any Cardholders, including but not limited to Cardholder name, Account number, transaction amounts (debits and credits), and other Charge-related data, to the Company or any third party as Bank reasonably deems necessary or appropriate to provide the Platform. Company and Cardholders hereby release Bank from any liability whatsoever associated with the release of the information to such parties.
 - ii. Company and its Cardholders agree to use the Platform only in strict compliance with system user guides or other applicable guidance as published (electronically or in hard copy) from time to time. Company shall use such security protocols as Bank shall establish from time to time and keep all authenticators confidential and secure from unauthorized use. Company shall restrict access to the Platform and the authenticators to its authorized employee(s).
 - iii. Notwithstanding the foregoing, Bank is unable to ensure – and will not undertake any effort to ensure – that Company complies with, either on a one-time or ongoing basis, any instructions regarding use of the Platform or related data security standards, including authentication procedures.
 - iv. Bank is not liable for any errors associated with the Platform, including invalid, inaccurate or unauthorized data transfers or payments, arising out of or due to circumstances beyond the reasonable control of Bank.
 - v. Bank is not responsible for any negligence, misuse or error with respect to the Platform by Company or any other party.
- c. **Disclaimer of Warranty.** The Platform is provided by a third-party service provider and provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. Without limiting the foregoing, Bank makes no warranty that the Platform will meet Company or Cardholder's requirements, be compatible with Company's or Cardholder's equipment or software, be uninterrupted, timely, or error free, or that defect will be corrected. Delays in data transmissions resulting from or related to the Platform is at Company's sole risk.
- d. **Data Security.** Company agrees to determine whether the Platform meets its required level of data security.
- e. **Messages.** The Platform may include a messaging functionality for Company to communicate with Bank. In no event, may any messages sent through the Platform be construed as payment orders.
- f. **Card Management.** Without limiting the foregoing, as to any functionality that exists or in the future may be added to the Platform to allow Company, Cardholders or Company authorized agent(s) to increase or decrease Cardholder Credit Limits and/or Spend Limits, request new or deactivate Cards, or otherwise directly manage the use of Cards, Company expressly assumes all risk to Company and its agents and employees (whether Cardholders or otherwise) for such use. Bank shall not be liable to Company or any other party for any Damages resulting from the (i) use or the inability to use the Platform; (ii) cost of procurement of substitute goods and services; (iii) transactions entered into through the Platform; (iv) unauthorized access to, alteration or misuse of the Platform by any person; or (v) failure or malfunction of the Platform.
- g. **Compliance with Applicable Law.** Company shall comply with all applicable laws and regulations relating to use of the Platform and data entered into or derived from the Platform, including laws and regulations applicable to the transmission of personal data from Company.

29. PAYER DIRECT HUB. This section applies if Company elects at any time to sign up to use any PHD platform.

- a. **ePayables.** ePayables generally references the account payables services offered by Bank to Company through the PDH and provides for BIP straight-through processing as well as a SIP configuration using Visa® Payables Automation for Cards.
- b. **Company as Payer.** In order to use ePayables, Company must:
 - i. Have an established Account with sufficient collected balances available; and

- ii. Along with Company-designated users, accept the ePayables terms and conditions as published, and may be periodically amended, by the third-party service provider. Failure to comply with or any violation of such terms and conditions may result in termination of a user's access to and/or Company's usage of ePayables.



Exhibit A

Arbitration Clause

THIS CLAUSE IS LEGALLY BINDING.

Bank has put this **Arbitration Clause** in a question-and-answer format to make it easier to understand. The Arbitration Clause is part of the Agreement. In this Arbitration Clause only, the terms “**you**,” “**your**” and “**yours**” mean the Company, Guarantor(s), each Cardholder, and any other person who asserts, or is named in, a Claim (as defined below) by you against us, such as your parents, subsidiaries, representatives, affiliates, and successors, as well as all of their respective officers, directors, agents, representatives and employees. In this Arbitration Clause only, the terms “**we**,” “**us**,” “**our**,” and “**ours**” refer to (1) Bank and any assignee of Bank’s rights; (2) their parents, subsidiaries and affiliates; (3) the employees, directors, officers, shareholders, members and representatives of all these entities; and (4) any person or company that is a party to a Claim (as defined below) you pursue, including third-parties, at the same time you pursue a related Claim against any of us.

Background and Scope.		
Question	Short Answer	Detailed Answer
What is arbitration?	An alternative to a court case.	In arbitration, a neutral third party (a “ Arbitrator ”) solves Claims in a hearing. It is less formal than a court case.
Is it different from court and jury trials?	Yes.	The hearing is private. There is no jury. It is usually less formal, faster, and less expensive than a lawsuit. Pre-hearing fact finding (called “discovery”) is limited. Appeals are limited. Courts rarely overturn arbitration awards.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Claims.	Any party may elect to arbitrate or require arbitration of any Claim as defined below.
Who does the Clause cover?	You and us.	This Arbitration Clause governs you and us.
What Claims does the Arbitration Clause cover?	All Claims (except certain Claims about this Arbitration Clause).	This Arbitration Clause governs all Claims that would usually be decided in court and are between you and us. In this Arbitration Clause, the word “ Claims ” has the broadest reasonable meaning. It includes contract and tort claims (including intentional tort claims) and claims under constitutions, statutes, ordinances, rules, and regulations. It includes all claims even indirectly related to the Agreement or our relationship with you. It includes claims related to marketing and disclosures, privacy, and customer information. It includes claims related to the validity in general of the Agreement. However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. All such disputes are for a court and not the Arbitrator to decide.

Process. Arbitration Fees and Awards.		
Question	Short Answer	Further Detail
Who handles the arbitration?	Usually AAA	Usually, the American Arbitration Association (“ AAA ”) will manage the arbitration under its rules. But, if the AAA cannot do this and the parties cannot agree on another company, a court will pick the manager (if any). No arbitration brought on a class basis may be administered without our consent by any administrator that would permit class arbitration under this Arbitration Clause. The Arbitrator will be selected under the administrator’s rules. For an arbitration managed by the AAA, the AAA Commercial Arbitration Rules will apply, and the AAA Expedited Procedures will apply to any dispute where the aggregate of all Claims and the aggregate of all counterclaims each are in an amount less than \$500,000. However, the Arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.



Process. Arbitration Fees and Awards.		
Question	Short Answer	Further Detail
Can Claims be brought in court?	Sometimes.	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small claims court. However, we may demand arbitration of any appeal of a small-claims decision, or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes.	<p>For Claims subject to this Arbitration Clause, you give up your right to:</p> <ol style="list-style-type: none">1. Have a jury decide Claims.2. Have courts, other than small-claims courts, decide Claims.3. Serve as a private attorney general or in a representative capacity.4. Join a Claim you have with a claim by any other person without our consent.5. Bring or be a class member in a class action or class arbitration. <p>We also agree to these limits, including the right to a jury trial and to have courts decide Claims you wish to arbitrate.</p>
Can you or another party start class arbitration?	No.	The Arbitrator is <u>not</u> allowed to handle any Claim on a class or representative basis. This Arbitration Clause will be void if a court rules that the Arbitrator can decide a Claim on a class basis and the court's ruling is not reversed on appeal.
What happens if part of this Arbitration Clause cannot be enforced?	It depends.	If any portion of this Arbitration Clause cannot be enforced, the rest of this Arbitration Clause will continue to apply, except that: (A) If a court rules that the Arbitrator can decide a Claim on a class or other representative basis and the court's ruling is not reversed on appeal, only this sentence will apply and the remainder of this Arbitration Clause will be void. AND (B) If a Claimant brings a Claim seeking public injunctive relief and a court determines that the restrictions in this Arbitration Clause 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 agree to 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 class relief or public injunctive relief be arbitrated.
In sum, what options do I have in order to assert Claims against you?	Subject to limited exceptions, most Claims are subject to arbitration.	All Claims subject to this Arbitration Clause must be decided in: (1) an individual arbitration; (2) a lawsuit if (and only if) the defendant does not demand arbitration (including an individual small-claims action you bring); or (3) a lawsuit that solely addresses a Claim for public injunctive relief, but only as provided under the caption "What happens if part of this Arbitration Clause cannot be enforced?"
What law applies?	The Federal Arbitration Act ("FAA").	This Agreement and the Cards involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Arbitration Clause ineffective?	No.	This Arbitration Clause stays in force even if the Agreement ends or you go into or through bankruptcy.
What must a party do before starting a lawsuit or arbitration?	Send a written Claim Notice and work to resolve the Claim.	Before starting a lawsuit or arbitration, the complaining party ("Claimant") must give the other party written notice of the Claim (a "Claim Notice"). The Claim Notice must explain in reasonable detail the nature of the Claim and any supporting facts. If you are the Claimant, you must send the Claim Notice to us by email attachment to LegalDepartment@westernalliancebank.com or in writing to Bank at 1 E. Washington Street, Suite 1400, Phoenix, AZ 85004, Attention: Legal Department , with the words "Claim Notice" in the subject field. You or an attorney



Process. Arbitration Fees and Awards.		
Question	Short Answer	Further Detail
		you have personally hired must sign the Claim Notice and must provide claimant's full name and a phone number where claimant (or claimant's attorney) can be reached. A collections letter from Bank to you will serve as a Claim Notice. Once a Claim Notice is sent, the Claimant must give the other party a reasonable opportunity over the next 30 days to resolve the Claim on an individual basis.
How does arbitration start?	The Claimant Must Follow the Rules of the Administrator	If the parties do not reach an agreement to resolve the Claim within 30 days after the Claim Notice is received, the Claimant may commence a lawsuit or arbitration, subject to the terms of this Arbitration Clause. To start arbitration, the Claimant picks the administrator and follows the administrator's rules.
How can a party require arbitration?	A simple demand.	If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit may be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes.	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on written filings and/or a conference call. However, any in-person arbitration hearing must be held in a place reasonably convenient to you.
What about appeals?	Very limited.	Appeal rights under the FAA are very limited. Except for FAA appeal rights, the Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award.
Are arbitrations confidential?	Usually.	The parties agree that arbitration, and arbitration awards, under this Arbitration Clause will be confidential. If an arbitration award under this Arbitration Clause is not satisfied within 30 days of the ruling the award may be taken to court so it can be enforced.
Do arbitration awards affect other disputes?	No.	The parties agree that no arbitration award under this Arbitration Clause will have any effect on issues or claims in a dispute Bank has with anyone who is not a party to the arbitration, nor will an arbitration award in disputes that do not involve you have any impact in an arbitration involving you.
Who bears arbitration fees?	The administrator's rules will usually govern.	The administrator's rules usually govern who needs to pay filing, administrative, hearing and Arbitrator fees. However, we will always pay these fees to the extent required under applicable law or if payment is required to enforce this Arbitration Clause.
When will Bank cover your legal fees and costs?	Usually if you win.	Bank will pay these amounts if required under applicable law or the administrator's rules, or if payment is required to enforce this Arbitration Clause.
Will you ever owe us for our attorneys' fees?	Only for bad faith.	The Arbitrator can require you to pay Bank's attorneys' fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes.	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

Exhibit B

Visa Spend Clarity Terms and Conditions

This section contains product information, disclosures, and terms and conditions applicable to Visa Spend Clarity (“Spend Clarity”).

Please review these terms carefully and keep a copy for your records. By using Spend Clarity, you agree to be bound by these terms.

1. Company Acknowledgment

The Company acknowledges that:

- a. Spend Clarity is provided by Visa and the Terms of Use have been established solely by Visa, not by the Bank;
- b. information collected by Visa in connection with the use of Spend Clarity will be used in accordance with Visa's privacy policy, accessible at [] .
- c. all information and data contained in Spend Clarity remain the Bank's property;
- d. the Bank is not in any way responsible for the (un)availability of Spend Clarity at any time, nor its accuracy thereof;
- e. the Bank is not in any way responsible for the reliability or accuracy of any tax management tool(s) available through Spend Clarity, and the Bank expressly disclaims all warranties in connection with any tax calculation, estimation or information provided by such tax management tool(s). The Bank does not provide tax, legal or accounting advice, and the Company should consult its own professional advisors before acting or relying on any tax-related information displayed in Spend Clarity for tax reporting purposes;
- f. the Bank specifically disclaims any implied warranty of merchantability or fitness for a particular purpose of Spend Clarity; and
- g. the Bank is not responsible for any data integration (including accuracy of data, security of data and connecting different providers) between Visa and a third-party software provider or any other endpoint (including the Company), where applicable.

2. Company's Obligations

The Company will:

- a. create and implement a policy and controls concerning the use of Spend Clarity by the Company-designated users in order to:
 - (i) ensure each user is properly authorized to use Spend Clarity on its behalf, and that each user complies with this Agreement, these terms, and Visa's Terms of Use;
 - (ii) ensure all users maintain the confidentiality of all Spend Clarity credentials, including their passwords, user names and other identification, if applicable;
 - (iii) establish a methodology for adding or cancelling users; and
 - (iv) ensure that all users are familiar with the processes, required file formats and procedures for Spend Clarity, all as outlined in the applicable Spend Clarity implementation guide(s) and documentation provided to the Company;
- b. remain responsible for maintaining the confidentiality of all Spend Clarity credentials, including passwords, user names and other identification, if applicable;
- c. remain responsible for all activities that occur through the use of Spend Clarity, including fraud, malfeasance,

unauthorized transactions, and any actions or omissions of the Company, the users, or any other person;

- d. remain liable, as well as indemnify the Bank and hold the Bank harmless from and against all losses, including any losses, claims, damages of any kind (including direct, indirect, special, incidental, consequential or punitive), costs, fees, charges, expenses or other liabilities relating to the use of Spend Clarity by the Company, its users or any other person, and for all activities performed by each such person in Spend Clarity;
- e. select English as the language of choice to be used while using Spend Clarity and be responsible for complying with any applicable language laws;
- f. be responsible for loading certain organizational and other Company-specific data into Spend Clarity in a file format specified by Visa's Terms of Use; and
- g. use Spend Clarity solely for its own use and not disclose information derived from Spend Clarity.

3. User's Obligations

Upon first log-in to Spend Clarity, and from time to time thereafter when prompted by Visa, each user will be asked to read Visa's Terms of Use and agree with them. A user who does not agree with such Terms of Use will not be able to access or use Spend Clarity.

In addition, each user:

- a. is responsible for complying with Visa's Terms of Use, and Bank, the Company or Visa may immediately revoke the access to Spend Clarity of any user who does not comply with such Terms of Use;
- b. must be familiar and comply with the processes, required file formats and procedures for Spend Clarity, all as outlined in the Company's internal policies;
- c. must maintain the confidentiality of their Spend Clarity credentials, including their passwords, user names and other identification, if applicable; and
- d. must maintain the confidentiality of any information that is contained in or retrieved from Spend Clarity, such as, but not limited to, data files and reports.