



COMMITTEE ON ACCOUNTS, ENROLLMENT AND REVENUE ADMINISTRATION

July 7, 2026 at 4:45 PM

Aldermanic Chambers, City Hall (3rd Floor)

Members: Aldermen O'Neil, Terrio, Goonan, Burkush, Vincent

AGENDA

The Chairman calls the meeting to order.

The Clerk calls the roll.

1. Communication from Jennifer Heon, Finance Manager, requesting approval to execute the Submerchant Agreement with NIC Services, LLC, for utility billing payments.
Gentlemen, what is your pleasure?
2. Communication from the Finance Manager requesting approval to execute the renewal of the City's purchasing card contract with Bank of America.
Gentlemen, what is your pleasure?

If there is no further business, a motion is in order to adjourn.



*Sharon Y. Wickens
Finance Officer*

*Michele A. Bogardus
Deputy Finance Officer*

CITY OF MANCHESTER
Finance Department

June 24, 2026

Dear Board of Mayor and Alderman,

I am requesting the Board's approval to execute the Submerchant Agreement with NIA Services, LLC associated with Tyler Payments in Munis. This service will be used, initially, for Utility Billing payments.

Approval at the July 7th BMA meeting will help ensure that the implementation schedule for the Utility Billing project to transition to Tyler Munis stays on schedule.

Thank you for your consideration.

Jennifer Heon
Finance Manager

**CC: Sharon Wickens
Michele Bogardus
Ajayan Totathil**

Sub-Merchant Agreement

(PFAC Settlement)

NIC Services, LLC (**Payment Facilitator**), First Data Merchant Services LLC (**Provider**), and Pathward, N.A (**Bank**) (Payment Facilitator, Provider and Bank collectively **we, us** or **our**) will provide City of Manchester, NH (**Sub-Merchant, you** or **your**) with certain Card processing services. Capitalized terms used in this Agreement are referred to in Appendix 1.

Sub-Merchant is entering into this agreement to facilitate the agreement entered into between Payment Facilitator, or its affiliate, and Sub-Merchant (as amended, the **Master Contract**) in order to permit Payment Facilitator to provide payment processing services. By entering into this Sub-Merchant Processing Agreement (the **Agreement**), you agree to comply with the (1) Network Rules as they pertain to Card information you receive through the Payment Facilitator service and (2) Your Payments Acceptance Guide.

Bank and Provider are party to this Agreement for the sole purpose of facilitating funding of amounts owed for properly submitted transactions, less amounts owed to us under this Agreement. ~~As such, you waive any and all claims for damages against Bank and Provider arising from or related to this Agreement.~~ Nothing in this paragraph will limit the rights and remedies available to Bank or Provider in this Agreement. In addition, Bank and Provider do not have any other obligations set forth in the Master Contract.

1. Acceptance of Cards

You agree to comply with Your Payments Acceptance Guide and all Network Rules, as such may be changed from time to time. You understand that we may be required to modify Your Payments Acceptance Guide and the Agreement from time to time in order to comply with requirements imposed by the Networks.

In offering payment options to your customers, you may elect any one of the following options: (1) Accept all types of Visa and MasterCard cards, including consumer credit and debit/check cards, and commercial credit and debit/check cards; (2) Accept only Visa and MasterCard credit cards and commercial cards (If you select this option, you must accept all consumer credit cards (but not consumer debit/check cards) and all commercial card products, including business debit/check cards); or (3) Accept only Visa and MasterCard consumer debit/check cards (If you select this option, you must accept all consumer debit/check card products (but not business debit/check cards) and refuse to accept any kind of credit cards). The acceptance options above apply only to domestic transactions.

If you choose to limit the types of Visa and MasterCard cards you accept, you must display appropriate signage to indicate acceptance of the limited acceptance category you have selected (that is, accept only debit/check card products or only credit and commercial products).

For recurring transactions, you must obtain a written request or similar authentication from your customer for the goods and/or services to be charged to the customer's account, specifying the frequency of the recurring charge and the duration of time during which such charges may be made.

2. Settlement

Upon our receipt of the Transaction Data for Card transactions, we will process the Transaction Data to facilitate the funds transfer from the various Networks for the Card sales. After we receive credit for such Transaction Data, subject to our other rights under this Agreement, we will provide provisional credit to Payment Facilitator's Settlement Account. Payment Facilitator will be solely responsible for settling funds from its Settlement Account to Sub-Merchant's Settlement Account.

You must not submit transactions for payment until the goods are delivered, shipped, or the services are performed. If the Cardholder disputes being charged for merchandise or services before receiving them, a Chargeback may result.

3. Chargebacks

Payment Facilitator will pay any Chargebacks resulting from Transactions submitted by Sub-Merchant under this Agreement. Sub-Merchant will reimburse Payment Facilitator for such Chargebacks as set forth in the Master Contract. Chargebacks can be received for a number of reasons. The following are some of the most common reasons for Chargebacks: (1) a refund is not issued to a customer upon the return or non-delivery of goods or services; (2) an authorization/approval code was required and not obtained; (3) the transaction was allegedly fraudulent; (4) the customer disputes the Card sale or the signature on the sale documentation, or claims that the sale is subject to a set-off, defense or counterclaim; or (5) The customer refuses to make payment for a Card sale because in the customer's good faith opinion, a claim or complaint has not been resolved, or has been resolved but in an unsatisfactory manner.

4. Fees

You agree that Payment Facilitator is authorized to collect and retain the fees associated with the provision of the Services in accordance with your Master Contract. Payment Facilitator is responsible for paying any fees, assessments or other liabilities to Provider or Bank in accordance with its agreement with Provider and Bank.

5. Reserve

You acknowledge that in addition to any other rights afforded us hereunder, we may establish a reserve account to satisfy your obligations or potential obligations under this Agreement (the **Reserve**), which may be funded by: (i) our demand and your immediate payment for such amounts; (ii) our debiting the account identified as the Settlement Account; (iii) our withholding your settlement payments until all amounts are paid, (iv) our delaying presentation of your refunds until you make a payment to us of a sufficient amount to cover the Reserve; and (v) our pursuit of any remedies we may have at law or in equity.

The Reserve will contain sufficient funds to cover any unbilled processing costs plus our estimated exposure based on reasonable criteria for Chargebacks, fines, returns and unshipped merchandise and/or unfulfilled services. We may (but are not required to) apply funds in the Reserve toward, and may set off any funds that would otherwise be payable to you against, the satisfaction of any amounts which are or become due from you pursuant to this Agreement. The Reserve will not bear interest, and you will have no right or interest in the funds in the Reserve; provided that upon satisfaction of all of your obligations under this Agreement, we will pay to you any funds then remaining in the Reserve. Any funds in the Reserve may be commingled with other funds, and need not be maintained in a separate account. Effective upon our establishment of a Reserve, you irrevocably grant to us a security interest in any and all funds, together with the proceeds thereof, that may at any time be in our possession and would otherwise be payable to you pursuant to the terms of this Agreement. You agree to execute and deliver to us such instruments and documents that we may reasonably request to perfect and confirm the security interest and right of setoff set forth in this Agreement. The parties' rights and obligations under this Section shall survive termination of this Agreement.

6. Financial Information

You will provide us within three (3) months of the end of your fiscal year, a copy of your Consolidated Annual Financial Report (**CAFR**). Upon request, you will promptly provide us with any necessary permissions or consents, financial statements or other information reasonably requested by us to perform credit risk, security, qualification, and other reviews related to the provision of the Services, transactions submitted, fulfillment of obligations to us or Cardholders, or your financial condition. You authorize us and our processor to obtain information from third parties when performing credit risk, security, qualification, and other reviews. We may perform a reasonable audit of your records related to its performance under this Agreement with 30 days' advance written notice to you, during your normal business hours. The CAFR shall be prepared in accordance with generally accepted accounting principles. You will also

provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

7. Data Security and Privacy

In the event that you receive Card information in connection with the acceptance or submittal of Card Transactions provided under this Agreement, you agree that you will not use it for any fraudulent purpose or in violation of any Network Rules, including but not limited to Payment Card Industry Data Security Standards (**PCI DSS**) or applicable law. If at any time you believe that Card information has been compromised, you must notify us promptly and assist in providing notification to the proper parties. You must ensure your compliance and that of any third party service provider utilized by you, with all security standards and guidelines that are applicable to you and published from time to time by Visa, MasterCard or any other Network, including, without limitation, the Visa U.S.A. Cardholder Information Security Program (**CISP**), the MasterCard Site Data Protection (**SDP**), and (where applicable), the PCI Security Standards Council, Visa, and MasterCard PA-DSS (**Payment Application Data Security Standards**) (collectively, the **Security Guidelines**). If any Network requires an audit of you due to a data security compromise event or suspected event, you agree to cooperate with such audit. You may not use any Card information other than for the sole purpose of completing the Transaction authorized by the customer for which the information was provided to you, or as specifically allowed by Network Rules, Your Payments Acceptance Guide or required by law.

8. Term; Events of Default

This Agreement shall be in effect upon signing by all parties and shall remain effective through the earlier of (a) termination of the Master Contract, and (b) termination of the Payment Solutions Agreement among Payment Facilitator, Provider and Bank.

If any of the following events shall occur (each an **Event of Default**):

- (i) a material adverse change in your financial condition, operating procedures, products or services; or
- (ii) reserved; or
- (iii) reserved; or
- (iv) irregular Card sales by you, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by us, of any Network, or any other entity, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us; or
- (v) any of your conditions, covenants, obligations or representations or warranties in this Agreement are breached in any material respect or are incorrect in any material respect when made or deemed to be made; or
- (vi) you shall file a petition or have a petition filed by another party under the Bankruptcy Code or any other laws relating to bankruptcy, insolvency or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against you in an involuntary case under such laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of a substantial part of its property; or make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or
- (vii) a violation by you of any applicable law or Network Rule or our reasonable belief that termination of this Agreement or suspension of services is necessary to comply with any law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the US Department of the Treasury or your breach, as determined by Servicers, of your requirement to comply with all applicable laws.

then, upon the occurrence of (1) an Event of Default specified in subsections (iv), (vi), or (vii) we may consider this Agreement to be terminated immediately, without notice and (2) any other Event of Default, this Agreement may be terminated by us giving not less than 10 days' notice to you, and upon such notice all amounts payable hereunder shall be due and payable on demand.

Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive or be perpetual or irrevocable. Such provisions shall survive the expiration or termination of this Agreement. All your obligations associated with transactions submitted by you are intended to survive termination of this Agreement.

If any Event of Default shall have occurred and regardless of whether such Event of Default has been cured, we may, in our sole discretion, exercise all of our rights and remedies under applicable law, and this Agreement.

The Networks often maintain lists of merchants who have had their merchant agreements or Card acceptance rights terminated for cause. If this Agreement is terminated for cause, you acknowledge that we may be required to report your business name and the names and other information regarding its principals to the Networks for inclusion on such list(s). You expressly agree and consent to such reporting if you are terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by the Networks. Furthermore, you agree to waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

We or you may terminate this Agreement at any time and for any or no reason upon the provision of sixty (60) days prior notice. We may also temporarily suspend or delay payments to you during our investigation of any issue and/or designate an amount of funds that we must maintain in order to protect us against the risk of, among other things, existing, potential, or anticipated Chargebacks arising under this Agreement or other amounts that may be owing to us under this Agreement.

9. Warranties; Exclusion of Consequential Damages; Limitation on Liability

~~This Agreement and any addenda is an agreement for services and except as expressly provided in this Agreement, and any addenda, we and our Affiliates disclaim all representations or warranties, express or implied, made to you or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise (regardless of any course of dealing, custom or usage of trade) of any services or any goods provided incidental to the Services provided under this Agreement.~~

~~Notwithstanding anything in this Agreement and any addenda to the contrary, in no event shall we or our Affiliates be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.~~

~~Notwithstanding anything in this Agreement and any addenda to the contrary, we and our Affiliates' cumulative liability, in the aggregate to the Sub-Merchant (inclusive of any and all claims made by Sub-Merchant against us and/or our Affiliates, whether related or unrelated) for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this Agreement any addenda) and regardless of the form of action or legal theory shall not exceed the lesser of (i) \$100,000; or (ii) the amount of fees paid by you to Payment Facilitator under the Master Contract for the Services performed pursuant to this Agreement in the immediately preceding 12 months. Liability among Provider, Bank and Payment Facilitator is governed by other agreements among them.~~

~~In addition, Payment Facilitator is providing services under this Agreement to effectuate provision of a larger scope of services provided for in the Master Contract. Therefore, Payment Facilitator's liability to Sub-Merchant is limited to the same extent that Payment Facilitator's liability is limited in the Master Contract.~~

10. Confidentiality

Each party acknowledges and agrees that the other may be providing to it and that it may become aware of the confidential and proprietary information of the other party, including but not limited to, financial information and other information related to each party’s business operations. Each party agrees that it will maintain the confidentiality of such information and neither party shall disclose any such information to any other person or entity (other than to those of its employees, agents, contractors, representatives and Affiliates to whom disclosure is reasonably necessary in furtherance of the performance of this Agreement). Notwithstanding the foregoing, the requirements of non- disclosure shall not apply to any information which: (a) at the time of disclosure is already in the possession of the receiving party; (b) is independently developed by the receiving party without reliance on the disclosed confidential or proprietary information; (c) is or becomes publicly available through no wrongdoing of the receiving party; (d) becomes available to receiving party on a non-confidential basis from a person, other than the disclosing party, who is not bound by a confidentiality obligation or otherwise restricted from transmitting the information to the receiving party or (e) is required to be disclosed by open records or freedom of information laws applicable to Sub-Merchant. Furthermore, this section shall not prohibit the receiving party from making legally required disclosures pursuant to subpoena, court order or the order of any other authority having jurisdiction; provided that receiving party shall provide disclosing party with prompt notice, unless prohibited by law or court order, thereof so that disclosing party may seek an appropriate protective order or other remedy. If in the absence of a protective order or other remedy or waiver of the terms of this section, if receiving party determines in its sole discretion that it is required by law, regulation, legal process or regulatory authority to disclose any such confidential or proprietary information, receiving party may disclose such information upon written notice to disclosing party unless prohibited by law or court order.

11. Visa and MasterCard Disclosure

Member Bank Name: Pathward, N.A.
Bank mailing address: 5501 S. Broadband Lane, Sioux Falls, SD 57108
Bank Phone Number: 1-866-550-6382

Important Member Bank Responsibilities

- (a) The Bank is the only entity approved to extend acceptance of Visa and MasterCard products directly to a merchant.
- (b) The Bank must be a principal (signer) to the Sub-Merchant Agreement.
- (c) The Bank is responsible for educating Sub-Merchants on pertinent Visa and MasterCard Rules with which Sub-Merchants must comply; but this information may be provided to you by Payment Facilitator.
- (d) The Bank is responsible for and must provide settlement funds to the Payment Facilitator, for distribution to the Sub-Merchant.
- (e) The Bank is responsible for all funds held in reserve at Bank that are derived from settlement.

Important Sub-Merchant Responsibilities

- (f) In the event Sub-Merchant obtains Card Information, ensure compliance with Cardholder data security and storage requirements.
- (g) Maintain fraud and chargebacks below Network thresholds.
- (h) Review and understand the terms of the Agreement.
- (i) Comply with Network Rules.
- (j) Retain a signed copy of this Disclosures Page.

Acknowledge receipt of Visa and MasterCard Disclosures:

City of Manchester, NH
(Sub-Merchant)

By: _____

Name: **Sharon Wickens**
(Please Print or Type)
Title: **Finance Director**
Date:

NIC Services, LLC
(Payment Facilitator)

By:  _____

Name and Title: Sloane Wright, President
(Please Print or Type)

12. Miscellaneous

- a. Compliance with Laws.** Each party agrees to comply with all laws, regulations and Network Rules applicable to it and each are responsible for its own costs and compliance with such.
- b. Force Majeure.** No party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused directly or indirectly by a force majeure event. In any such event, the non-performing party shall be excused from any further performance and observance of the obligations so affected only for as long as such circumstances prevail and such party continues to use commercially reasonable efforts to recommence performance or observance as soon as practicable.
- c. Notices.** All notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the Services) shall be in writing, if to Sub-Merchant, at the address set forth below or by any electronic means, including but not limited to the e-mail address you have provided to us, if to Payment Facilitator at 7701 College Blvd., Overland Park, KS 66210, Attention: Legal Department or by e-mail at legal@tylertech.com, if to Provider at 3975 NW 120th Avenue, Coral Springs, FL 33065 and if to Bank, at the address provided above. Notice shall be deemed to have been given when received and if sent by facsimile machine, when the confirmation copy is actually received. Notice given in any other manner, including by electronic means, shall be effective when delivered.
- d. Responsibility.** You agree to be responsible for any losses, costs, liabilities, expenses, damages, sanctions, fines or penalties arising from: (i) your misrepresentation or breach of warranty, covenant, or any provision under this Agreement; or (ii) a you or your employees'/agents' fraud, gross negligence, willful misconduct or failure to comply with this Agreement and the Network Rules.
- e. Publicity.** No party shall make any press release or other public disclosure concerning the terms and conditions of this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld).
- f. Entire Agreement; Waiver.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and supersedes any previous agreements and understandings. Sub-Merchant's obligations to Payment Facilitator under this Agreement are intended to supplement those under the Master Contract. Except as provided in this Agreement, this Agreement can be changed only by a written agreement signed by all parties. A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.
- g. Severability.** The parties intend every provision of this Agreement and any addenda to be severable. If any part of this Agreement and any addenda are not enforceable, the remaining provisions shall remain valid and enforceable. In such case, the parties will in good faith modify or substitute a provision consistent with their original intent. If any remedy fails of its essential purpose, then all other provisions, including the limitations on liability and exclusion of damages, will remain fully effective.
- h. Non-Discrimination:** During the performance of this contract, we agree as follows:

 - a. We will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of our business. We agrees to post in conspicuous places, available to employees and

- b. applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. In all solicitations or advertisements for employees placed by or on behalf of us we will state that we are an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.
 - d. We will include the provisions of paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 related to this Agreement, so that the provisions will be binding upon each subcontractor or vendor.
- i.** Immigration Reform and Control Act Compliance: We do not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Immigration Reform and Control Act of 1986.
- j.** Prohibition on the Use of Certain Products and Services. Sub-Merchant may not use, whether directly or through work with or on behalf of another public body, any hardware, software, or services that have been prohibited by the U.S. Department of Homeland Security for use on federal systems.
- k.** Venue. Venue for any claim under a contract or arising out of an order under this Agreement is exclusively in the state or federal courts of Sub-Merchant's state of domicile.
- l.** Choice of Law. This Agreement will be governed by and construed in accordance with the laws of Sub-Merchant's state, without regard to its rules on conflicts of law, or in the case of a U.S. Government Sub-Merchant, this Agreement will be governed by and construed in accordance with the applicable federal laws of the United States without regard to any conflicts of law provisions.

The parties hereto have caused this Agreement to be executed by their duly authorized officers. **THIS AGREEMENT IS NOT BINDING UPON THE PARTIES UNTIL FULLY EXECUTED BY ALL PARTIES.**

With respect to each of Provider and Bank, commencement of performance of such party's obligations set forth in this Sub-Merchant Agreement constitutes such party's acceptance of the terms of this Sub-Merchant Agreement as if executed by the party.

NIC Services, LLC
(Payment Facilitator)

By:  _____

Name: Sloane Wright
(Please Print or Type)
 Title: President

City of Manchester, NH
(SUB-MERCHANT)

By: _____

Name: **Sharon Wickens**
(Please Print or Type)
 Title: **Finance Director**

Date:

Notice Address:
Finance Department, 1 City Hall Plaza

Manchester, NH 03101

Appendix 1

Definitions

"Affiliate" is an entity that, directly or indirectly, (i) owns or controls a party to this agreement or (ii) is under common ownership or control with a party to this agreement.

"Card" is an account, or evidence of an account, authorized and established between a customer and a Network, or representatives or members of a Network that is accepted from customers. Cards include, but are not limited to, other Card brands and debit cards, electronic gift cards, authorized account or access numbers, paper certificates, credit accounts and the like.

"Chargeback" is a Card transaction dispute (or disputed portion) that is returned to us by the Issuer. Sub-Merchant is responsible for payment to Payment Facilitator for all Chargebacks.

"Network" is any entity formed to administer and promote Cards, including without limitation MasterCard Worldwide (**MasterCard**), Visa U.S.A., Inc. (**Visa**), DFS Services LLC (**Discover Network**) and any applicable debit networks.

"Network Rules" are the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Network-

"Reserve" means an account established and funded at our request or on your behalf, pursuant to the Reserve section of the Agreement.

"Retrieval Request" is a request for information by a customer or Network relating to a claim or complaint concerning a Transaction.

"Settlement Account" is an account or account(s) at a financial institution designated by Sub-Merchant as the account to be debited and credited by Payment Facilitator or Bank for Card transactions, fees, Chargebacks and other amounts due under the Agreement or in connection with the Agreement.

"Transaction" is a transaction conducted between a customer and Sub-Merchant utilizing a Card in which consideration is exchanged between the customer and Sub-Merchant.

"Transaction Data" is the written or electronic record of a Transaction.

"Your Payments Acceptance Guide" mean our operating rules and regulations, attached hereto and incorporated herein by reference, as may be changed by us from time to time.



*Sharon Y. Wickens
Finance Officer*

*Michele A. Bogardus
Deputy Finance Officer*

CITY OF MANCHESTER
Finance Department

June 24, 2026

Dear Board of Mayor and Alderman,

I am requesting the Board's approval to execute the renewal of the City's purchasing card contract with Bank of America. This contract is administered under the State of New Hampshire's purchasing card program and renewal will allow the City to continue operating under the State's established terms and pricing.

Approval at the July 7th BMA meeting will ensure uninterrupted continuity of the City's purchasing card service.

Thank you for your consideration.

Jennifer Heon
Finance Manager

**CC: Sharon Wickens
Michele Bogardus
Peter Chiesa
Julianne Pelletier**

This Corporate Card Services Agreement (this “Agreement”) is entered into as of _____ (the “Effective Date”), by and between City of Manchester (“**Company**”) and Bank of America, National Association (“**Bank**”). The terms “**we**”, “**us**” and “**our**” refer to Bank. The terms “**you**” and “**your**” refer to Company.

With our corporate card services you are allowed to open Corporate Accounts and Cardholder Accounts (as defined below) for your business purposes. Upon your request we may provide to you one or more of the following services in accordance with the Agreement: (i) purchasing card program; (ii) travel and entertainment card program; (iii) virtual card program; (iv) any other card or payment programs that we may offer to you from time to time; and (v) the ancillary services set out in Section 15 of this Agreement (each of (i) to (v) a “**Service**” and collectively, the “**Services**”).

You may begin using a Service once: (a) we have approved that use; (b) we have received all duly executed documents which we may require; and (c) you have successfully completed any testing or training requirements. Whenever you use a Service, you agree to be bound by the Agreement and to follow the procedures in the applicable Materials.

1. DEFINITIONS AND INTERPRETATION

Account Currency. The currency designated by us for a given Corporate Account.

Affiliate. In respect of any entity, each Parent and Subsidiary of such entity and any other entity which is under common Control with such entity.

AML/Sanctions Laws. All applicable laws relating to client identification, the prevention of money-laundering, terrorism, the use of proceeds of crime, economic or political sanctions, including Sanctions, and any other similar matter.

Applications. Proprietary software, applications, programs, Materials, and related services accessed through our digital platforms, including any of our websites or third-party vendor sites and used in connection with the Services, including (i) the Global Reporting Management System (“**GRAM**”) hosted by Mastercard, (ii) any PIN platform run by us, (iii) any payment center for U.S. cardholders run by Total Systems®, (iv) the Works System, and (v) any other applications including proprietary applications or third-party vendor applications we may use or offer from time to time.

Authorized User. Any of your employees, agents, Participants or Cardholders authorized to use any Applications.

Billing Statement. The official invoice provided to you and/or a Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges, payment amount due and Payment Due Date.

Business Day. Any day other than a Saturday, Sunday or a bank or public holiday as defined in the applicable Service Addendum.

Card. Each physical card or Virtual Card that we issue to you.

Cardholder. Your employee, agent or any other person or entity whom you designate and whom we approve to receive or use a Payment Instrument issued to you. If you or a Cardholder makes a Payment Instrument available for use by another party, that person will also be considered a Cardholder.

Cardholder Account. A sub-account of a Corporate Account, which is set up by us for each Cardholder and which may be accessed using a Payment Instrument.

Cash Advance. Use of a Cardholder Account through a Payment Instrument to obtain cash from a participating financial institution, merchant, or automated teller machine. “**Cash**” for these purposes includes currency and any other items readily convertible into cash (including money orders, traveler’s checks, foreign currency, crypto currency, or other quasi cash as defined by the card networks, lottery tickets, casino chips and race-track wagers, regardless of whether you allow Cardholders to purchase such items).

Company. The entity that has entered into the Agreement on behalf of itself and, as applicable, each Participant.

Confidential Information. All non-public information concerning or relating to a party or any of its Affiliates, employees, agents, or representatives, including:

- i. a party’s business practices and strategies or information concerning business practices or strategies, including any documents prepared by a party or any of its employees, agents, or representatives (including lawyers, accountants, and financial advisors) where such information is not generally publicly available; and
- ii. any other information which is manifestly confidential by virtue of its nature or description or which a party expressly designates as being confidential.

Consequential Losses. Losses that are indirect, consequential, or punitive, including loss of reputation, any interest penalties or legal costs, any economic loss or damage, loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to a party’s data, loss of operation time or loss of contracts, even if a party was advised of the possibility of such loss, damage, cost, or expense.

Control. The ability of an entity to control (directly or indirectly) more than 50% of the shares or units, capital, voting rights, or other ownership interests of another entity.

Corporate Account. Each account that we open for you at the Company level with respect to a Service (including, for the avoidance of doubt, a virtual card program account, travel and entertainment card program account, and a purchasing card program account), under which Cardholder Accounts are opened.

Credit Limit. The total amount of credit that we may establish for Company and all of its Participants (on an aggregate basis).

Cross-Border Addendum. A Service Addendum which sets out the terms which shall apply to the Cross-Border Program.

Cross-Border Company. For the purposes of the Cross-Border Program, the entity that has entered into the Cross-Border Addendum. Such entity may be Company or an Affiliate of Company authorized by us.

Cross-Border Program. A program under which we provide Services to the Cross-Border Company for use on a cross-border basis where the Cross-Border Company is solely liable for all Transactions.

Data Protection Authority. The competent authority for regulating the processing of Personal Data in a relevant jurisdiction.

Data Protection Laws. Collectively, all applicable laws regarding the collection, use, storage, transfer, and processing of Personal Data, including all applicable U.S. national and state laws and regulations in the EU and the UK, such as: the Gramm-Leach-Bliley Act (“**GLBA**”), the Fair and Accurate Credit Transactions Act (“**FACTA**”), the General Data Protection Regulation EU 2016/679 (“**EU GDPR**”), the EU GDPR as retained as law in England and Wales by the European Union (Withdrawal) Act 2018 (as amended) and as amended (“**UK GDPR**”), the Federal Financial Institutions Examination Council (“**FFIEC**”) criteria, the Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice, the California Consumer Privacy Act (“**CCPA**”), the California Privacy Rights Act (“**CPRA**”), and other federal, state, and international statutory, legal and regulatory requirements.

De-identification or De-identified. Removing, obscuring, masking, or obfuscating Personal Data from a record to ensure that the remaining information does not directly or indirectly identify an individual.

E-Commerce Laws. All applicable laws for or on the regulation of commerce and business via electronic means.

EEA. The European Economic Area as constituted from time to time.

Employee Misuse. Use of a Corporate Account, Cardholder Account, or Payment Instrument where: (i) the person or entity using the Corporate Account, Cardholder Account, or Payment Instrument is your employee or agent; (ii) that person or entity has actual, implied, or apparent authority to use the Corporate Account, Cardholder Account, or Payment Instrument; and (iii) that use does not benefit you directly or indirectly.

EU. The European Union as constituted from time to time.

Extended Workforce. Any of our subcontractors or vendors with access to your Confidential Information.

Financial Services Industry Best Practices. The standards, policies, and practices generally used in the corporate card issuing business by banks of comparable size and scope to us, including appropriate mitigating controls.

Fraud. Misuse or theft of Payment Instrument information by individuals or entities that are not your employees or agents that involves, but is not limited to, account takeover, counterfeit cards, lost/stolen cards, fraudulent card not present Transactions, skimming, hacking, franchise software hacking or phishing.

Guarantor. A person or entity, other than you, that agrees to assume responsibility for your obligations under the Agreement, including payment of any amounts owed.

Individual Credit Limit. The spending limit that you establish for each Cardholder Account.

Information Processing System(s). The individual and collective electronic, mechanical, and software components of ours and our Extended Workforce’s operations that store, access, process, or protect data related to the Services.

Information Security Event. Any situation where there is unauthorized access, acquisition, unauthorized use, or disclosure of Personal Data, that we have determined creates an obligation to notify a Data Protection Authority.

Information Security Policy. Our written information security policy, which may be amended from time to time by us at our discretion.

Losses. Any and all liabilities, losses, damages, costs, charges, fines, penalties, or expenses, including any actions or expenditures required by law or regulations, reasonable legal, auditor, and other fees and costs.

Materials. The software, user identification codes, passwords, codes, keys, test keys, security devices, authenticators, personal identification numbers, embedded algorithms, digital signatures, and certificates, other similar devices and information, User Documentation and any documentation we provide to you in connection with the Services.

Notifiable Event. Any actual or suspected loss or theft of a Payment Instrument, Cardholder Account, or Corporate Account or any actual or suspected Unauthorized Use or Fraud.

Parent. Any entity which Controls another entity.

Participant. A Subsidiary or Affiliate of Company that Company has designated and, on being approved by us, in respect of which we issue a Corporate Account and Cardholder Accounts. A Participant Account Form, upon completion by you and approval by us, will be made a part of this Agreement.

Payment Due Date. The date which is set out in the relevant Billing Statement or such other date as agreed between us and Company in writing.

Payment Instrument. Any Card, Virtual Card, or other virtual or physical instrument, code, or number, including Cardholder Account number, or functionality that we may issue or provide to you which allows you to execute Transactions.

PCI-DSS. The Payment Card Industry – Data Security Standard as amended from time to time and any successor standard adopted by the payment card industry establishing security standards for payment cards.

Personal Data. Means any “personal data”, “personally identifiable information”, “sensitive personal information”, or equivalent term as defined or regulated by the Data Protection Laws that is provided by, or on behalf of, Company and/or its Cardholders to Bank and that is used in rendering the Services.

PIN. A personal identification number that may be used with a Card.

Program Administrator. One or more persons designated by Company as our primary contact for your Corporate Account(s) who is authorized by Company to take actions necessary or appropriate to maintain the Corporate Account and Cardholder Accounts, including designating persons to receive Payment Instruments, receiving communications from us relating to Corporate Accounts and Cardholder Accounts, requesting the closure of Corporate Accounts and Cardholder Accounts and otherwise communicating with us with respect to Corporate Accounts and Cardholder Accounts.

Program Data. Any Applications, Materials, data, technical assistance, training, and related technical data and any media in which any of the foregoing is contained.

Sanctions. Any sanctions administered or enforced by the U.S. Government (including the U.S. Department of the Treasury’s Office of Foreign Assets Control and Department of Commerce), the United Nations Security Council, the EU, His Majesty’s Treasury or any other relevant sanctions authority.

Service Addendum. A Cross-Border Addendum or any other relevant addendum.

Subsidiary. In respect of any Parent entity, a “Subsidiary” shall be any other entity, which such Parent entity owns or Controls.

Third-Party Purchasing Agent. A legal entity which is not a Participant, and which has been appointed by you to purchase goods and services for you using a Payment Instrument.

Third-Party Servicer. A legal entity which is not a Participant, and which provides services related to the Payment Instrument facilities to you under a separate agreement.

Transaction. The purchase or reservation of goods or services or a Cash Advance made or facilitated by use of a Payment Instrument.

UK. The United Kingdom.

Unauthorized Use. Use of a Corporate Account, Cardholder Account, or Payment Instrument where: (i) a person or entity using the Corporate Account, Cardholder Account, or Payment Instrument is not your employee or agent; (ii) that person or entity does not have actual, implied, or apparent authority to use such Corporate Account, Cardholder Account, or Payment Instrument; and (iii) that use does not benefit you directly or indirectly.

U.S. or United States The United States of America.

User Documentation. Any written information we may provide to you, including information in electronic format, as amended from time to time, which contains instructions regarding the use of a Service.

Virtual Card. A Card which consists only of an electronically stored card number and for which no physical Card is issued.

Workforce. Our employees with access to your Confidential Information.

In the Agreement: (i) reference to any legislation or order (including delegated legislation) is to that legislation or order as amended, modified or replaced from time to time; (ii) the term “law” includes applicable laws, rules, regulations, interpretations, orders, writs, judgments, injunctions, decrees, awards, and guidelines (whether or not having the force of law but, if not, compliance with which is customary or expected practice in the jurisdiction concerned), in each case issued by any authority or other body (whether governmental

or non-governmental) having competence and authority over those matters; (iii) headings are for ease of reference only and will not be taken into account in interpreting the Agreement; (iv) words in the singular include the plural and vice versa; (v) the words “include”, “including” and “in particular” indicate examples only and do not limit the general nature of any preceding words; (vi) reference to any gender includes the others; and (vii) reference to a “Section” or “Schedule” is to the corresponding section of or schedule to the Agreement.

Should any of the provisions of the Agreement conflict with the terms of any Service Addendum, the terms of the relevant Service Addendum shall prevail.

2. OUR OBLIGATIONS

- 2.1 Cardholder Accounts.** Upon your request, we will issue Payment Instruments to you in relation to your Cardholder Accounts. You may provide these Payment Instruments to Cardholders. All Transactions made on a Cardholder Account are considered authorized by you unless we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Cardholder Account or Payment Instrument.
- 2.2 Qualifications.** We are only responsible for performing the Services expressly provided for in the Agreement. We may, in connection with providing services to you, receive fees and commissions from third parties. We may contract with outside vendors in relation to performing the Services; however, we will remain responsible for their performance of any Services under the Agreement.
- 2.3 Compliance with law.** We will provide the Services in a manner which is materially compliant with all laws to which we may be subject (including all AML/Sanctions Laws and Data Protection Laws). We represent and warrant to you on and as of each day on which we provide a Service to you that our performance of our obligations does not materially violate any law applicable to us.
- 2.4 Sanctions.** We will implement reasonable systemic protocols to decline attempted Transactions that would violate Sanctions, or that would result in a violation by any person (including any person participating in the Transaction, whether as advisor, investor or otherwise) of Sanctions. We will monitor activity on your Corporate Accounts and Cardholder Accounts for activity that may be expected to lend, contribute, or otherwise fund any activities of a business or person in countries subject to Sanctions and may review such activity with you as may be necessary.
- 2.5 External Fraud.** We will assume the financial liability for Fraud, including Unauthorized Use, subject to Sections 8.2 and 10.3, if you or a Cardholder have not authorized or participated in the specific Transaction and you give us notice as soon as practicable but not later than 60 calendar days after you receive or have access to, the Billing Statement on which the Transaction occurs or the Business Day after discovery of the Fraud, whichever is earlier. Notwithstanding the foregoing, in the event that any Fraud and/or Unauthorized Use occurs due to you or any Cardholder confirming or authorizing any Transaction and/or disclosing any security or access credentials (including any passwords, passcodes or one-time generated credentials), whether negligently or otherwise, you shall assume the financial liability for any Transactions arising in connection with such Fraud and/or Unauthorized Use.
- 2.6 Internal Fraud.** We are not responsible for your internal fraud or collusion, including Employee Misuse. However, misuse insurance is available from card networks or other third parties in certain jurisdictions, which may help you with recovery from card networks.

3. YOUR OBLIGATIONS

- 3.1 Use of accounts.** You must use, and you must ensure each Cardholder uses, each Payment Instrument and Cardholder Account solely for your business purposes in accordance with the terms of the relevant Service, and you acknowledge that you and your Cardholders will not be treated as consumers for purposes of the Agreement, and laws and regulations relating to consumer protection shall not apply.
- 3.2 Management of the Services.** You must actively manage, monitor, and review your program activity, Billing Statements, Transactions, and Services. You agree to use the fraud prevention control tools that we may provide from time to time.
- 3.3 Obligation to pay.** Except for Unauthorized Use that has been properly reported to us (when such a report is necessary), you must pay for each Transaction, regardless of (i) its purpose, including for any purpose in contravention of Section 3.1, or (ii) whether the Cardholder signed a sales draft or received a receipt. In addition, you must pay our fees and charges as set out in the schedule of charges currently in effect for you. You acknowledge that any liability of any Cardholder is only to you and does not affect your obligation to pay us for all Transactions as set out in this Section 3.3.
- 3.4 Status of Cardholders; use of a Cross-Border Program.** You represent and warrant to us that each Cardholder is currently an employee of yours, or your Affiliates or an agent of yours, or your Affiliates. Each Cardholder will be acting as your agent in connection with the receipt of the Services by you and the use of any Payment Instrument. If a Cardholder ceases to be an employee or agent of yours, or of your Affiliates or otherwise becomes ineligible to use a Payment Instrument, you must immediately inform us and destroy or return to us, as soon as practicable, the Payment Instrument allocated to that Cardholder.

The Services which are provided pursuant to this Agreement are for Cardholders who are physically based in the United States and who may travel for business for periods not to exceed eight (8) consecutive weeks in a single jurisdiction outside the United

States. Should any such Cardholder become resident of another jurisdiction other than the United States or be assigned to work in a single jurisdiction outside the United States for a period exceeding eight (8) consecutive weeks, we will require you to execute a USD Cross-Border Addendum and comply with its requirements.

When we provide a Cross-Border Program to you, you must notify us promptly if you become aware of any change to the residency status and/or employment status of Cardholders while the Cards are being used by such Cardholders in jurisdictions outside the United States. You will maintain and update, as necessary, the Cardholder address to reflect the address where the Cardholder is located for any period exceeding eight (8) weeks. You must indemnify us, keep us indemnified and hold us harmless from and against any and all Losses that we incur or arise as a result of your failure to comply with your obligations under this section. We reserve the right to cancel and/or suspend any Card where we believe, based on Card usage, a Cardholder's residency status is not accurately reflected in the information that you have provided to us.

- 3.5 Your ability to perform your obligations.** You must promptly furnish such financial and other information as we request for the purpose of reviewing your ability to perform your obligations to us. You represent and warrant to us that, on the date of the Agreement and on each day that you use the Services or provide any information, all such information about you, your employees and your agents is true, accurate, and complete.
- 3.6 Verification of details.** You must check, and must ensure that each Cardholder checks, to ensure that information provided with any Payment Instrument is correct, including information embossed on each new Card or printed on each is correct, and you must contact us immediately if there is an error.
- 3.7 Change in Program Administrator.** You acknowledge that the Program Administrator(s) is/are authorized to manage all changes to your Corporate Accounts and Cardholder Accounts. You assume and accept all responsibility for the actions, authorized or unauthorized, of your Program Administrator. You must give us prompt written notice upon any Program Administrator being added, replaced, or removed.
- 3.8 Security of your data.** You are responsible for protecting and maintaining the security and confidentiality of your data and the data of your Cardholders (including any and all user IDs, passwords, and PINs issued in connection with a Service or a Payment Instrument), for ensuring that it is adequately backed-up and that no person makes such data available to any other person or for any unauthorized purpose. We are not responsible for your loss of your data or the data of your Cardholders that is not maintained on our or our vendors' systems.
- 3.9 Compliance with law.** You must comply, and you must ensure that your Cardholders and all Transactions comply, with all laws to which you, that Cardholder or that Transaction may be subject, including all AML/Sanctions Laws and Data Protection Laws. You must do all things and provide all information which we may request from you to allow us to comply with our obligations under all applicable laws and any AML/Sanctions Laws, including (if necessary) providing us with any information required to establish and verify the identity and background of any Cardholder. You represent and warrant to us on and as of each day on which we provide a Service to you that your performance of your obligations does not and will not violate any law applicable to you or facilitate illegal transactions, including those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 *et seq.*
- 3.10 Sanctions Covenant.** You covenant that you will not use or permit any Cardholder to use, any Corporate Account, Cardholder Account, or Payment Instrument to transact, lend, contribute, or otherwise make available funds to any Subsidiary, Affiliate, joint venture partner, or other individual or entity ("**Person**"), to fund any activities of, or business with, any Person in Cuba, Iran, North Korea, People's Republics of Luhansk and Donetsk, Crimea, Syria, or in any country or territory, that, at the time of such funding, is the subject of any Sanctions or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as advisor, investor, or otherwise) of Sanctions.
- 3.11 Binding on Participants.** Except in respect of the Cross-Border Program, where only the Cross-Border Company is bound, if you are a Participant, you agree and acknowledge that Company has executed the Agreement for and on behalf of you, and that by using the Services, you agree to be bound by all provisions of the Agreement, and authorize Company to take any and all actions on your behalf in respect of the Agreement, including entering into the Agreement on your behalf.
- 3.12 Acknowledgements and Consents.** Upon our request, you agree to obtain and retain on our behalf any acknowledgements and/or consents from Cardholders and/or any other third parties relating to their data or other information (including any Personal Data) as may be required under all applicable laws (including any Data Protection Laws to which you are subject) to enable us to establish and operate Cardholder Accounts and otherwise to provide the Services to you. You also agree to provide to us on our request, any such acknowledgements and/or consents that we may require to comply with any applicable laws in any jurisdiction in which we operate or to which we may be subject.
- 3.13 Approvals.** In addition to any approvals you are required to obtain pursuant to Section 21.2 to comply with legal process and law enforcement requirements, you must obtain any governmental or regulatory mandated approvals necessary for you to use the Services, including any labor relations related approvals.
- 3.14 Security over real property.** Unless we agree with you in writing, we will not take real property as collateral for amounts you owe us.

3.15 Prohibition on acting as Purchasing Agent. You shall not use any Payment Instrument or Cardholder Account for executing Transactions as agent on behalf of persons other than you or your Affiliates.

4. CREDIT LIMITS

4.1 Credit Limit. We will establish a single Credit Limit for Company and all Participants. You may request us to allocate the amount of the Credit Limit among Participants and Services, although any such allocations are subject to our approval. You will be responsible for establishing an Individual Credit Limit for each Cardholder Account. Such Individual Credit Limits for each of the Cardholder Accounts, when aggregated, may exceed your total Credit Limit. However, this will not increase the total Credit Limit. Upon your request and if approved by us, we may increase the Credit Limit. We may, in our reasonable discretion, without prior notice, decrease the Credit Limit or any Individual Credit Limit established for any individual Participant or Cardholder Account. We also may, at our discretion, delay in crediting payments received from you against your Credit Limit if you have only made a partial payment of amounts due or if your payment has not cleared.

4.2 Transactions exceeding your Credit Limit. You agree not to incur any obligations which would cause the Credit Limit to be exceeded. We may make available online tools and standard reporting for you to monitor the use of your Credit Limit and Individual Credit Limits. If you do exceed your Credit Limit, we may refuse any further Transactions and we may charge you a fee as set out in the schedule of charges currently in effect for you. We also may require the entire balance owing on your most recent Billing Statement to be immediately due and payable before we allow further Transactions. If an Individual Credit Limit is exceeded, we may (i) refuse any Transactions as applicable on that Cardholder Account that is individually billed, until a payment is made to reduce the balance below the Individual Credit Limit or, for centrally billed Cardholders, until you increase that Cardholder's Individual Credit Limit or wait for the next billing cycle for such Individual Credit Limit to refresh; and/or (ii) charge you a fee as set out in the schedule of charges currently in effect for you.

5. TRANSACTIONS IN OTHER CURRENCIES

5.1 Currency conversion. If you make a Transaction in a currency other than the Account Currency, the charge or credit will be converted into an amount in the Account Currency. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The rates used are settled by Mastercard and Visa and may be either: (i) a wholesale market rate; or (ii) a government mandated rate.

5.2 International Transaction Fee. We may add a fee to the amount in the Account Currency of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set out in the schedule of charges currently in effect for you and will be rounded up to the nearest smallest unit of the applicable currency.

6. MERCHANTS AND SUPPLIERS

6.1 Disputes with merchants and suppliers. We will have no liability for goods or services purchased using a Service, or for a merchant's or supplier's failure to deliver goods or services purchased using a Service. If you have any questions, problems or disputes concerning the quality of any goods or services purchased using a Service, a purchase price discrepancy, warranty, or other performance issues or any other purchase matter, you must contact the merchant or supplier directly. You may not rely on any claim or dispute concerning the purchase of goods or services using a Service to avoid your payment obligations under the Agreement.

6.2 Notwithstanding the foregoing, where we process any request for a Transaction refund through a card network on your behalf, which, for the avoidance of doubt, shall be processed in accordance with the operating rules and regulations of such card network, you agree that in a dispute with a merchant or supplier, we will be subrogated to your rights and each Cardholder's rights (if any) against the merchant or supplier, and you will assign (and cause the relevant Cardholder to assign) to us the right to assert a billing error against the merchant or supplier. You will, and will cause each Cardholder to, do whatever is necessary to enable us to exercise those rights.

6.3 Authorization for Transactions. A merchant or supplier may seek authorization from us before completing a Transaction. If you advise us in writing that you wish to prevent Transactions from merchants within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from these types of merchants. However, we will not be liable to you if any merchant or supplier nonetheless accepts a Payment Instrument for other types of Transactions or if authorization for a Transaction is not given. We may also refrain from authorizing a Transaction for any reason whatsoever in our reasonable discretion.

6.4 Forms of Consent. You need to consent to each Transaction (whether by a Cardholder giving consent or otherwise) so that we can verify that it is genuine. A Transaction can be consented to by:

- i. using a Card with the relevant card PIN or a signature;
- ii. using the Cardholder Account number and other details requested;
- iii. presenting a Card to the supplier's terminal if the Transaction is made using contactless technology; or
- iv. such other means as you and we may from time to time agree, including in respect to other Payment Instruments.

We may deem Transactions which have not been consented to in one of the above manners to be unauthorized and we may decline to process such Transactions. This is in addition to any other rights we have to decline Transactions.

7. NON-INDIVIDUAL DESIGNATED ACCOUNTS. We may, at your request, establish a Cardholder Account with a designation which is not an actual individual or entity, including designation of a vehicle identification number, license number, department name, or "Authorized Representative" on the Card or other Payment Instrument.

8. STATEMENTS AND DISCLOSURES

8.1 Issue of statements. We will provide to the Program Administrator a Billing Statement for centrally or individually billed accounts identifying each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for a Service. For individually billed Cardholder Accounts, we will provide, at no additional cost, a copy of the Billing Statement covering the use of the relevant Cardholder Account to the appropriate Cardholder at the address which you or the Cardholder provides to us and we will not provide any Billing Statements for those individually billed Cardholder Accounts to the Program Administrator. The Program Administrator will have the ability, in the online application tool, to review and sort all Cardholder activity.

8.2 Review of statements. Once you receive, or have access to, a Billing Statement, you must review it and notify us by telephone (using the appropriate telephone number set out in the Billing Statement), electronic mail, or other method that may be agreed upon by you and us, of any Transaction appearing on that Billing Statement which you consider may have resulted from any Fraud, including Unauthorized Use. You must give us this notice as soon as practicable, but in any event not later than 60 calendar days after you receive the Billing Statement. If you opt to have individual statements sent to individual Cardholders, you must ensure that each relevant Cardholder complies with the provisions of this Section 8.2. Subject to the requirements of any applicable laws, if you do not (or if a relevant Cardholder does not) give us notice in accordance with this Section 8.2, we will not be liable for refunding any amounts relating to that Transaction.

8.3 Electronic disclosures. You agree that we will provide or make available Billing Statements and any other disclosures or information by electronic means, including by way of electronic mail or a website.

9. PAYMENT

9.1 Payment methods and payment of statement amount. You must pay to us the total amount shown as due on each Billing Statement on or before the relevant Payment Due Date. Unless otherwise agreed by us, payments must be made using an Automated Clearing House ("ACH") service. As specified by you, we may initiate ACH debits to any deposit account at any financial institution. If you arrange for direct payment by Cardholders, such an arrangement will not change your responsibilities under the Agreement, including your obligation for payment, nor our rights to initiate debits to your accounts. Where we have agreed with you in writing to take payments from Cardholders, you must ensure that the relevant Cardholder pays on your behalf. If we do not receive payment in full by the relevant Payment Due Date, in addition to our other rights, we may assess a late payment service fee as set out in the schedule of charges currently in effect for you. You have no right to defer any payment due on any Corporate Account or any Cardholder Account. For the avoidance of doubt, even if we have agreed to take payments from Cardholders, the Cardholder shall incur no liability to us and you remain solely responsible for and we will collect from you any amount due which is not paid by a Cardholder. We may, at our discretion, accept payments made on your behalf by third parties, including payments made by your Affiliates. Our acceptance of any such payments will not alter your obligations under the Agreement. We may reject any such payments for any reason, and if we do so, you will still have to pay us the amount you owe us by the relevant Payment Due Date. For our Cross-Border Program, we will only accept payments made from bank accounts in the United States.

9.2 Fees and Charges. You must pay us each of the fees and charges we assess you, including the fees for each Service, as set out in the schedule of charges currently in effect for you, except as we agree otherwise in writing from time to time.

9.3 Electronic management information fees and charges. You must pay us for technical support in excess of that contemplated in Section 14. We will specify the charges for that extra support before those charges are incurred or as you and we otherwise agree from time to time in writing.

9.4 Account identification. Any payment to us in connection with a Corporate Account or a Cardholder Account must include the account number associated with such Corporate Account or Cardholder Account, a payment reference number that we may provide to you, or such other reference on which we may, from time to time, agree. We shall not be liable for any delay in crediting any such payment or recording any Transaction, or for failing to do so, where this information is not provided to us in accordance with this Section 9.4.

9.5 Set-off. Notwithstanding Section 9.7, you grant us a contractual right of set-off in and to all deposits or credit balances now or subsequently maintained with us or any of our Affiliates or Subsidiaries. In addition to any other rights of set-off we may have, we may, without consulting you, set-off any amount you owe us for any recurring or on-going non-payment under the Agreement against such deposit or credit balance whether or not that deposit or credit balance is matured. In connection with this right, you authorize us to enter into an agreement with our Affiliates obtaining their authorization to effect such a set-off.

9.6 Transactions outside normal processing hours. If we receive any payment from you or a Cardholder in respect of any Billing Statement amount outside our normal processing hours in any jurisdiction to which that payment relates, that payment shall be

deemed to have been received by us on the next Business Day. We will provide you with a list of our normal processing hours for any applicable jurisdictions upon your request.

9.7 Credit balances not permitted. You are not permitted to have a credit balance on any Corporate Account or any Cardholder Account. If any such credit balance arises (for example, by a refund), then in addition to our rights of set-off, we may retain the credit balance in or toward prepayment of any amount you owe us in the future under the Agreement, or, if the amount of the credit balance is material, we may, at our option, pay it to you using any method mutually agreed upon between you and us. You also may request that we refund such credit balances to you, subject to our rights of set-off in Section 9.5.

10. LOST OR STOLEN PAYMENT INSTRUMENTS; UNAUTHORIZED USE

10.1 Unauthorized Use. We may refrain from authorizing any Transaction if:

- i. we suspect that the Transaction is or might be fraudulent or unlawful or for the purpose of any fraudulent or unlawful activity;
- ii. we suspect that the Transaction constitutes or might constitute Unauthorized Use; or
- iii. to authorize that Transaction would cause us to breach any law (including any AML/Sanctions Laws by which we must abide).

10.2 Failure to authorize. Subject to applicable law, we will not be liable to you if we or any other party fails to authorize or declines any Transaction for any reason. If a Transaction is not authorized or declined, you may seek, and we will provide, reasonable assistance in investigating and resolving the declined or unauthorized Transaction.

10.3 Reporting a Notifiable Event; assisting with investigations. If you become aware of any Notifiable Event, you must notify us. You must ensure that, if any Cardholder or user of a Corporate Account or Payment Instrument becomes aware of any Notifiable Event, that person notifies us.

Any notice to be given by you, a Cardholder or a user of a Corporate Account or Payment Instrument must be given to us as soon as practicable but in any event no later than the Business Day after discovering the Notifiable Event having occurred or you have otherwise become aware of such Notifiable Event, provided that if a Notifiable Event is discovered on a Billing Statement, then the timing in Section 8.2 will apply. The notice must contain as much information relating to the Notifiable Event as the person giving the notice is able to provide.

Upon a Notifiable Event occurring, you must provide us, and you must ensure that each relevant Cardholder or a user of a Corporate Account or Payment Instrument provides us with such information and assistance as we may request to: (i) investigate that Notifiable Event; and (ii) (to the extent applicable or required by any relevant Data Protection Laws) communicate the fact of that Notifiable Event to the relevant Cardholder.

If we receive notice and assistance (including obtaining any witness statement or similar written, signed statement which we may require from any relevant Cardholders or other users of a Service) in accordance with this Section 10.3 (and Section 8.2 if applicable), then you will not be liable for Transactions resulting from the Notifiable Event. If we do not receive notice or assistance in accordance with this Section 10.3, we may not refund any amounts relating to that Notifiable Event.

In connection with this Section 10.3 of the Agreement, if we have issued fewer than ten Cardholder Accounts to you, your liability for Transactions by a person who does not have actual, implied, or apparent authority to use the Card or Cardholder Account and whose use does not result in a direct or indirect benefit to you will not exceed \$50 on each Card.

10.4 Failure to respond to alerts. From time to time, we may alert you to potential Notifiable Events, and we may also request that you respond to us indicating whether you or the relevant Cardholder has authorized use of certain Payment Instruments, Cardholder Accounts, and/or Corporate Accounts. You shall be deemed to be aware of any such Notifiable Event upon us alerting you and you shall be required to provide us notice and assistance in accordance with Section 10.3.

For the avoidance of doubt, if you and/or any relevant Cardholder fail to respond to such an alert:

- i. on the Business Day following such alert to you, we may not refund any amounts relating to the Transactions carried out in connection with the relevant Notifiable Event in accordance with Section 10.3; and
- ii. the ability to use your Payment Instruments, Cardholder Accounts, and/or Corporate Accounts may be disrupted, for which we will not be liable to you in accordance with Section 10.2.

11. LICENSE TO USE YOUR MARKS. Upon your written request, we may place your trademark, trade name, service mark and/or designs (the “Marks”) on Payment Instruments and collateral materials. You must provide the graphics to us in sufficient time to allow us and (if necessary) the relevant card network to review and approve them. You grant us, during the term of the Agreement, a non-exclusive license to use the Marks on the Payment Instruments and on collateral materials relating to your Corporate Accounts. If we place or amend any Marks on Payment Instruments or collateral materials at your request, you must pay us in advance any agreed fees. You agree that the indemnity under Section 22(Protection From Third Parties) covers any claim that use of any Marks infringes the intellectual property rights of any third-party.

12. TERMINATION

12.1 Termination upon notice. We may terminate the Agreement or a Service, or withdraw or suspend any Corporate Account, Cardholder Account or Payment Instrument without cause upon 60 calendar days’ written notice to Company, or such longer

period as prescribed by applicable law. Company may terminate the Agreement or a Service in respect of itself or any Participant upon 30 calendar days' written notice to us.

12.2 Termination upon specific events. Notwithstanding Section 12.1, we may, to the extent permitted by law, terminate the Agreement or any Service in respect of Company and/or any Participant, or withdraw or suspend any Corporate Account, Cardholder Account or Payment Instrument with immediate effect (in which case we may send you notice of termination, withdrawal or suspension) if any of the following occurs in respect of Company, any Participant or any Guarantor:

- i. Non-payment. You fail to pay any amount pursuant to the Agreement as and when due (whether upon demand, at maturity or by acceleration), at the place and in the currency in which it is expressed to be payable.
- ii. Other breach. You breach any other term or condition of the Agreement or any other agreement with us or any of our Affiliates or Subsidiaries, including any representation, warranty, or failure to deliver information.
- iii. Liquidation, cessation of business, etc. You enter or are placed into liquidation, insolvency, administration, receivership, administrative receivership, bankruptcy, reorganization, judicial management, or any other similar procedure (other than in the context of a solvent re-structuring), or any step is taken to do so, or you cease to carry on all or a substantial part of your business or dispose of all or a substantial part of your assets.
- iv. Failure to pay debts. You fail generally to pay your debts as they become due.
- v. Arrangements with creditors. You initiate or enter into any composition or arrangement with your creditors.
- vi. Material adverse change. You experience a material adverse change in your financial condition or your ability to perform your obligations under the Agreement.
- vii. Cross-default. You fail to pay or perform any other obligation, liability, or indebtedness to any of our Affiliates.
- viii. Change of Control. You undergo a change of Control which, for this purpose, means any person who held more than 50% of the Control in the relevant entity ceasing to do so, or any person who did not previously hold more than 50% of the Control in the relevant entity acquiring that level of Control.
- ix. Adverse judgments. There is an entry of a judgment against you which we deem in our discretion to be of a material nature.
- x. Seizure of assets. Any person levies any distress, execution, garnishment, attachment, seizure, or forfeiture over any of your property or assets.
- xi. Non-compliance with law. You fail to comply with any material law or regulation, including any AML/Sanctions Laws.
- xii. Merger. You merge or consolidate with or into another entity, and you are not the surviving entity.
- xiii. Withdrawal. There is the death (if an individual), or resignation or withdrawal of any partner or material owner (of a privately owned entity).
- xiv. Guarantors. Any of the events described above happens in relation to any of your Guarantors, if there is a guaranty.
- xv. Events affecting guaranties. Any guaranty of your obligations to us terminates or is revoked, or its validity is contested by any Guarantor unless we have agreed to the cancellation of such guaranty.
- xvi. Other jurisdictions. Any events which are equivalent to the above circumstances occur in any jurisdiction, or we determine that there is a risk that the issuance or use of Corporate Accounts, Cardholder Account, or Payment Instrument would violate the laws or regulations of a jurisdiction.
- xvii. Sanctions. You or any of your Affiliates or any other entity which is able to exercise Control over you or your Affiliates becomes subject to Sanctions.

12.3 Consequences of termination. Upon any termination of a Service or the Agreement as a whole for any reason set forth in Section 12.2: (a) the entire balance outstanding on all of your Corporate Accounts and Cardholder Accounts relating to that Service or the Agreement as a whole (as applicable) will, at our option, become immediately due and payable, otherwise your payment will be due in accordance with the agreed upon payment cycle including any grace period; and (b) you must immediately destroy, and instruct all Cardholders to immediately destroy, all Payment Instruments. Notwithstanding any termination, you will continue to be responsible for paying all Transactions on all of your Corporate Accounts and Cardholder Accounts. After termination, neither you nor any Cardholder may make any further Transactions on any Corporate Account and Cardholder Accounts or use any Payment Instrument. If, however, any such Transactions are made, you will be liable for them.

12.4 Return/deletion of Materials and Applications. If a Service you are using and/or the Agreement is terminated for any reason, you must:

- i. stop using any Materials relating to that Service immediately;
- ii. if applicable, erase or delete any access to Applications we have provided relating to that Service to the extent it is stored in your systems; and
- iii. at our option, either return to us or destroy all Materials relating to that Service and certify to us that you have done so.

These obligations will continue after a Service you are using and/or the Agreement has been terminated.

12.5 Cessation or Suspension of Services. We may also immediately cease or suspend the provision of any or all of the Services (including any provision of Payment Instruments) in any jurisdiction upon written notice to you where, in our sole and absolute determination, such events outside of our control have an adverse impact on: (i) the performance of our obligations under the Agreement; (ii) our ability to comply with applicable laws; or (iii) our general business and/or operations in that jurisdiction or elsewhere.

13. APPLICATIONS LICENSE

- 13.1 Application of this section.** The terms of this Section 13 govern the provision and use of the Applications. You will ensure that your Cardholders comply with these provisions. We or a third-party providing the Applications are entitled to grant you (including to your Affiliates and Subsidiaries) licenses to access and use the Applications. You will be deemed to have accepted any Application upon its installation, once it is made available to you, or upon your use of the Application.
- 13.2 License.** The license granted under this Section 13 is a non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services in accordance with the terms of this Section, in a manner intended for authorized use, and to the extent authorized by us. Applications provided by us or a third-party may be subject to separate license terms, including “click-wrap” terms that you and your Cardholders will be required to agree to in order to utilize such Services. This license shall terminate upon the occurrence of any one of the following events: (i) the Agreement is terminated for any reason; or (ii) this license is terminated pursuant to Section 13.11 below. Additionally, we reserve the right to revoke the license granted under this Section 13 or suspend your or your Cardholders’ access to or use of any Applications immediately without notice if you or your Cardholders use the Applications and/or any related Services in an illegal or unauthorized manner, including in contravention of these terms or where such action by us may be required to prevent interference with or disruption to services to our other customers, to protect the integrity of our systems, or as may be required by law or regulation.
- 13.3 Disclaimers.** THE APPLICATIONS, RELATED SERVICES AND INFORMATION PROVIDED PURSUANT TO THE APPLICATIONS ARE PROVIDED “AS IS” AND “AS AVAILABLE.” WE AND OUR THIRD-PARTY PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES.
- 13.4 Modifications.** We may modify, withdraw, or suspend the Applications or any part of them without notice at any time.
- 13.5 Protection of Applications.** The Applications and all copyright, patent, trademark, trade secret, and other rights in them are and will remain the exclusive property of us or our licensors. All such intellectual property rights in the Applications and the related services are protected by applicable copyright, patent, trademark, or other intellectual property law. The entire content of the Applications is subject to our and our third-party providers’ intellectual property rights, including copyright, with all rights reserved. You acknowledge that, other than the limited license granted under this Section 13, the Agreement does not convey or grant any intellectual property right or other proprietary right to you. You will follow our instructions concerning access to the Applications, including through our third-party vendor platforms. You will ensure that all Authorized Users comply with instructions provided by us, and you are responsible for any and all acts and omissions of Authorized Users. You further agree not to engage, and will ensure that your Authorized Users do not engage, in unacceptable use of the Applications, including the following activities: (i) creating a false identity or otherwise attempting to mislead any person as to your identity or the origin of any communication transmitted through the Applications; (ii) using accounts or account numbers, or attempting to authorize transactions through accounts, for which you do not have full authority to conduct such activities; (iii) disseminating or transmitting any materials or messages that do not pertain to the intended use of the Applications or that contain anything that is obscene, defamatory, harassing, offensive, or malicious; (iv) disseminating or transmitting files, graphics, software, or other material that actually or potentially infringes or violates the intellectual property right or other right of any person or entity; or (v) interfering with, disrupting, or attempting to gain unauthorized access to information or other accounts through the Applications hosted by us or our third-party vendors and made accessible to you. We may rely on the instructions of any Authorized Users and we will have no liability for following any such instruction.
- 13.6 Accessibility – Your computer systems.** Subject to the terms of this Section 13, we will make the Applications available through either the internet or through an intranet site to allow you to electronically and remotely access the Applications. You will provide at your own expense, all necessary telephone lines, internet connections, equipment, software (including a compatible web browser) and services for you to effectively access the Applications. Your access to the Applications will be controlled by a username and password, as well as the authorization approved by your Program Administrator.
- 13.7 Infringement Protection.** Except as otherwise provided in the Agreement, we will indemnify and defend at our own expense or settle any action brought against you to the extent it is based on the claim that your proper use of the Applications, as provided to you by us, infringes any copyright, patent, trade secret, or trademark of any third-party in the jurisdictions where you are authorized to use the Applications, and we will pay all actual and direct costs and damages finally awarded in any such action. Our obligations under this provision are subject to: (i) prompt notice from you of any such claim or action; (ii) you not making or having made any admission of liability or agreement to any settlement or compromise; (iii) you providing to us, in a prompt and timely manner, the documents, information, and assistance we reasonably request; (iv) you having used the current version of the Applications, as provided to you by us, in compliance with this Agreement; (v) you using the Applications only in the manner for which the Applications were designed; (vi) you not modifying the Applications; (vii) you not incorporating the Applications with products not approved by us in writing; and (viii) the claim or action not being due to your negligence or willful misconduct. You acknowledge and agree that our obligations under this Section 13.7 are our only obligations to you with respect to any infringement claim in connection with your use of the Applications.
- 13.8 Application updates.** We may provide upgrades or new releases of Applications which we make generally available to our other customers to whom we license the same Applications.
- 13.9 Training.** At your request, we will use commercially reasonable efforts to train persons to use the Applications.

- 13.10 Application problems.** You will inform us promptly of all errors, difficulties, or other problems with the Applications of which you become aware. We will make all reasonable efforts to promptly fix or promptly provide workarounds for any material errors reported to us. We may request your reasonable cooperation in resolving any such errors, difficulties, or other problems by providing us an overview of input, output, and all other data we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties, or other problems were discovered.
- 13.11 Termination of license.** If you breach a term of this Section 13, we may terminate your license to use the Applications. If, for whatever reason, we cease to be entitled or permitted to license any Applications to you, the license granted under this Section 13 shall immediately terminate. Where possible, we shall provide you with reasonable notice of this.
- 13.12 Limitations.** You acknowledge that the Applications have not been produced to meet your specific requirements and have not been tested in every possible combination and/or operating environment. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to our provision to you or your use of any Application and/or Materials.

14. CHANGES TO A SERVICE

- 14.1 Requests for changes.** Company may request us, at any time, to change the processing instructions for a Service. We are not obliged to implement any changes, and all requests for changes are subject to our approval. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your request(s) be in writing, in a form and manner acceptable to us, or be from an authorized person you designate.
- 14.2 Restriction on Payment Instrument Usage.** We may from time to time restrict the use and/or distribution of Payment Instruments and Cardholder Accounts in specified jurisdictions. You agree that you will comply with any such restrictions.
- 14.3 Our right to make changes.** We may, if due to events outside of our control (including regulatory, card network, or market conditions), change, add, or delete any of the terms of the Agreement (including the schedule of charges currently in effect for you) and/or any terms, conditions, pricing and/or rebates applicable to a Service by providing 60 calendar days' notice to you in writing or by electronic means. All such changes will be effective as of the date set forth in such notice. Your continued use of or failure to terminate the Service after the effective date of the change will indicate your agreement to the change. Any other changes shall be mutually agreed upon in writing between the parties.
- 14.4 Right to terminate.** If Company disagrees with our proposed changes, Company may terminate the Agreement in accordance with its terms by providing us with 30 calendar days' advance written notice as set out in Section 13.1 at no additional cost.
- 14.5 Effect of Notice to Terminate.** If you serve notice on us under Section 14.4 at least 30 calendar days before our proposed changes are due to come into effect, then, unless required by law, our proposed changes will not take effect and the Agreement will continue unamended until it terminates pursuant to your notice.

If you serve notice on us under Section 14.4 fewer than 30 calendar days before our proposed changes are due to come into effect, then we are entitled (in our absolute discretion) to choose that:

- i. our proposed changes will not apply to the Agreement and the Agreement will terminate on the date on which those changes would otherwise have come into effect (as long as that date is no later than 30 calendar days after the date of your notice); or
- ii. our proposed changes will not apply to the Agreement and the Agreement will terminate 30 calendar days after the date of your notice; or
- iii. our proposed changes will apply to the Agreement from the date on which they are due to come into effect and the Agreement will terminate 30 calendar days after the date of your notice, but, if as a result of the changes you incur any additional fee, charge, expense or other liability, we will promptly apply a corresponding credit to your account with us so as to put you in the same position in which you would have been had the proposed changes never taken effect.

15. ANCILLARY SERVICES

- 15.1 Other Services.** In addition, we may from time to time, offer to you, or upon Company's request, provide either directly or through third-party vendors, other services, including mobile services such as payment wallets and applications. In providing such other services to you, we may receive fees from third parties. Such services may be subject to additional terms and conditions and Cardholder terms of use.
- 15.2 Receipts Imaging Service.** You may elect to use our receipts imaging service whereby you send us copies of your Transaction receipts, which we will electronically store for you. It is your obligation to send us legible copies of your Transaction receipts. You acknowledge and agree that we will not review the Transaction receipts and that you are responsible for retaining the original receipts. Notwithstanding Section 21, we will not be liable for damages if the images are illegible or blank or for failure to provide copies by a given time or if we are otherwise unable to provide copies. Images will be made available to you by website at such times as may be set forth in the applicable User Documentation or as otherwise established by us. There is no charge for this Service. We may delete any images we hold for you after three (3) years from our receipt of the relevant Transaction receipt without notice to you. Upon

termination of the Agreement, you will no longer have access to any images we hold for you, and we may delete all images we hold for you without notice.

- 15.3 File Feeds to Third Parties.** You may request us to send certain program data to your Third-Party Servicers. We will do so on the basis that you have reviewed and accepted our standard file layout, and you agree that any file transfer shall only be in such standard file layout. You agree to indemnify, defend, and hold harmless our Affiliates and their respective directors, officers, agents, and employees from and against every claim, demand, proceeding, or suit, and from any Losses due to our compliance with your data transfer request, except when such Losses arise from our gross negligence or intentional misconduct.
- 15.4 Fee Increases.** You acknowledge and agree that any changes to the Services which you request and use pursuant to this Agreement may increase the fees which you are required to pay to us in accordance with Section 9 of this Agreement.

16. YOUR USE OF THIRD-PARTY SERVICERS AND THIRD-PARTY PURCHASING AGENTS

- 16.1 Appointment.** Subject to our approval, you are permitted to appoint:
 - i. Third-Party Servicers to assist you with your access to, and use and management of, any of the Services provided to you by us, including to act as a Program Administrator on your behalf; and
 - ii. Third-Party Purchasing Agents to purchase goods and services on your behalf using a Cardholder Account.
- 16.2 Representation.** You represent and warrant to us that you obtain a business benefit through such use of Third-Party Servicers and/or Third-Party Purchasing Agents, and that you have made available to each Third-Party Servicer and Third-Party Purchasing Agent that you appoint all applicable User Documentation. You are responsible for the compliance with any applicable card network rules by any Third-Party Servicers and/or Third-Party Purchasing Agents you appoint.
- 16.3 List of Third-Party Servicers and Third-Party Purchasing Agents.** You will provide and maintain a list of all such Third-Party Servicers and Third-Party Purchasing Agents in a form and in a manner acceptable to us. We may act as any Third-Party Servicer or Third-Party Purchasing Agent instructs us, and you acknowledge and agree that such Third-Party Servicer or Third-Party Purchasing Agent will at all times be acting as your (and not our) agent with respect to the Services. You further agree that you will ensure that any Third-Party Servicer or Third-Party Purchasing Agent acting on your behalf does so solely in accordance with the terms and conditions of the Agreement, any Local Addenda, and all applicable User Documentation, and that such Third-Party Servicer or Third-Party Purchasing Agent shall have no other rights to use a Service or to derive any benefit under the Agreement. You agree that you are fully responsible for ensuring that all appropriate information protection, privacy, and cross-border data movement and similar policies and procedures are implemented and followed by all such Third-Party Servicers or Third-Party Purchasing Agents, including in respect of their access to, and processing of, your Confidential Information, and that they comply at all times with applicable law. You acknowledge that Personal Data and/or your Confidential Information may be shared between us and Third-Party Servicers and/or Third-Party Purchasing Agents in order for us to provide Services to you. You shall provide us with information about any such Third-Party Servicer or Third-Party Purchasing Agent as we reasonably request.
- 16.4 Indemnification.** You will indemnify us and hold us harmless from and against any and all Losses in any way relating to any action or inaction of any Third-Party Servicer or Third-Party Purchasing Agent, including Fraud, Unauthorized Use, and Employee Misuse, except for any portion of such Losses which is solely attributable to our gross negligence or intentional misconduct.
- 16.5 Our Rights.** We may, at our sole discretion, either decline to act upon any instruction or communication received from any Third-Party Servicer or Third-Party Purchasing Agent, or terminate or suspend your use of the underlying Service, if, in our sole discretion, we determine that a Third-Party Servicer or Third-Party Purchasing Agent may pose a risk to our business or operations, or cause you to be in breach of any term of the Agreement or applicable User Documentation. In the event you terminate your relationship with a Third-Party Servicer or Third-Party Purchasing Agent, you will notify us immediately. Until you provide such notice to us, we shall be entitled to continue to act on the instructions or communications received from such Third-Party Servicer or Third-Party Purchasing Agent. You acknowledge that it is your sole responsibility to terminate such Third-Party Servicer's or Third-Party Purchasing Agent's access to, and management of, the Services, including any access to any related Personal Data and/or Confidential Information.

17. ADDITIONAL COSTS AND TAXES

- 17.1 Relevant Taxes.** You and we agree that the issuance of any Corporate Account, Cardholder Account, or Payment Instrument pursuant to the Agreement shall be deemed exclusive of any applicable value-added tax, any tax or duty that applies or is levied on such issuance, or any similar tax, levy, duty, or impost (a "Relevant Tax") and that, where any Relevant Tax is levied on such issuance (or on any other Service or product provided by us under or pursuant to the Agreement), we may issue an appropriate invoice for the Relevant Tax addressed to you, and you must promptly pay to us the amount specified in that invoice.
- 17.2 Other Duties and Taxes.** Where any tax, levy, duty, or impost of any kind is applied or levied on the issue or import of any Payment Instrument into any jurisdiction (an "Import Tax") or where any tax, levy, duty, or impost of any kind is applied or

levied on the execution, delivery, or performance of the Agreement (a “**Contract Tax**”), you must promptly indemnify, keep us indemnified, and hold us harmless in full against and for the amount of such Import Tax or Contract Tax applied or levied.

- 17.3 Withholding Tax.** You and/or Cardholders may be required to make withholding tax payments or other deductions on account of tax from any amounts which you are required to pay to us under the Agreement (a “**Withholding Deduction**”). You must ensure that you (or the relevant Cardholder) make all Withholding Deductions where required to do so. You must also inform all individual Cardholders who use, or may use, a Service of the circumstances in which they must make a Withholding Deduction. You must indemnify us, keep us indemnified, and hold us harmless against all Losses which we incur, or are reasonably likely to incur, as a result of you or any individual Cardholder failing to make any Withholding Deduction when required.
- 17.4 Gross-Up.** If any sum payable to us under the Agreement is subject to any tax, impost, duty, levy, deduction, set-off, counterclaim, contribution, or withholding of any nature whatsoever (wherever in the world imposed), including any and all related penalties, charges, and interest (in each case, a “**Tax Deduction**”), the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- 17.5 Tax Information and Documentation.** Upon your request, we will undertake reasonable efforts to (i) provide you with any information or documentation in our possession that would help you in obtaining any reasonably available exemption from any Relevant Tax, Import Tax, or Contract Tax to which you would otherwise be subject; and (ii) cooperate with you in any such application for a refund.

18. COMMUNICATIONS AND NOTICES

- 18.1 Giving notices.** Any notice to be given by you to us under or in connection with the Agreement shall be in writing and may be delivered by hand or by pre-paid, first-class post or other next-working-day delivery service or sent by email to such email address we specify to you in writing from time to time. Any notices given by you to us using a next-working-day delivery service must be sent to Bank of America Office Park, Mail Code FL9-200-02-04 Attn. Resolution Services, 9000 Southside Blvd. Building 200, Jacksonville, FL 32256. Any notice to be given by us under or in connection with the Agreement may be delivered to you by post or email, at the physical address or email address maintained in our system of record. Except as otherwise provided in the Agreement or any Materials, any notice shall be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by pre-paid, first-class post or other next-working-day delivery service, at 9:00 am on the second Business Day after posting; or (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, business hours means 9:00 am to 5:00 pm, Monday to Friday, on a day that is not a public holiday in the place of receipt. The language of the Agreement is English, and all notices and information required to be given under the Agreement will be in English. If you are a Participant, you agree and acknowledge that any notice we provide to Company shall be deemed to be given to you. If any notices need to be given to any Cardholder or Participant, either by you or by us in any language other than English, you agree to provide such notice in the appropriate language. Any such non-English notices are subject to our review and approval.
- 18.2 Monitoring of phone calls.** You agree that we may electronically monitor and/or record any telephone or other electronic communications (whether by telephone, short message service (SMS) message, multimedia messaging service (MMS) message or any other form of telephonic text message, electronic mail, or otherwise) with you in those jurisdictions that permit that practice. If our records about any such communication are different from yours, our records are presumed to be correct, but such presumption may be rebutted by you.
- 18.3 Email Communications.** If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to this Agreement and will comply with the applicable User Documentation. You further agree to bear any Losses arising from the risk that such electronic mail may be corrupted, modified, garbled, or hacked, or its confidentiality may be breached by a third-party and the risk that we will rely on such electronic mail, which appears to be from you, but which is unauthorized. In addition, you agree that we may rely on the integrity of transmissions that you send us, and you agree to bear any Losses arising from the risk that the information we receive differs from that sent to us. In the event that an electronic transmission or fax transmission is unclear or if we become aware that it is not an authorized communication from you, we will not act on such transmission and will contact you to clarify any intended content of such transmission.

19. CONFIDENTIALITY AND MATERIALS

- 19.1 General.** We acknowledge that information we obtain from you in connection with a Service we provide to you under the terms of the Agreement may be Confidential Information. You acknowledge that the Agreement, our pricing information, and the Materials shall be considered to be our Confidential Information. You also acknowledge our claim to proprietary rights in the Materials and our Confidential Information, and that the Materials and our Confidential Information constitute our “trade secrets” or trade secrets of our licensors or vendors.
- 19.2 Restrictions.** In respect of a party’s Confidential Information, the other party will:

- i. safeguard the Confidential Information at all times in accordance with the same standards it applies to its own information of a similar nature;
- ii. establish and maintain procedures designed to assure the confidentiality of the Confidential Information and any password or code; and
- iii. use the Confidential Information only for the purposes for which it is provided.

19.3 Neither party will, nor will allow anyone else to, do any of the following without the other party's prior consent:

- i. disclose any Confidential Information of the other party to any person or entity, except to its employees and agents with a need to know the Confidential Information, unless otherwise required by law or by legal, regulatory, or governmental process.
- ii. make any copies, in whole or in part, of Confidential Information of the other party in whatever form or medium (electronic, printed, or otherwise) in which they may exist from time to time, except as provided in this Agreement.
- iii. translate, reverse engineer, disassemble, or decompile any Application or security devices of the other party.

19.4 Use of the Materials. You have sole responsibility for the custody, control, and use of all Materials. You must ensure that no individual will be allowed to initiate a request or other instruction contemplated in the Agreement or to have access to any Materials without proper supervision and strict security controls to ensure that the Materials are only used in accordance with this Agreement. If the Service requires use of user identification codes or passwords, we will be entitled to rely on the correct user identification codes and passwords, as described in the relevant User Documentation and shall not be responsible for any Losses resulting from our correct use of such data.

19.5 Exceptions. This Section does not limit either your or our ability to disclose information: (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in its possession or available to it from a third-party prior to its receipt of it in connection with a Service; (v) that is obtained by it from a third-party who is not known by it to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which you or we are subject or submits; or (vii) as otherwise required to be disclosed by law or by legal or governmental process. In addition, either party may disclose to its offices, Affiliates, officers, employees, and agents (and those offices, Affiliates, officers, employees, and agents may disclose) such information as permitted under this Section or to otherwise carry out its duties or exercise its rights under the Agreement. This Section also does not limit our ability or that of our Affiliates and agents to access and use data related to a Service provided to you or otherwise use your Confidential Information in connection with the provision of Services to you or the management of our or their business, including making reports to credit bureaus.

19.6 No Use of Name. Neither you nor we will use the other party's name or refer to the other directly or indirectly in any solicitation, marketing material, advertisement, news release, or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for use.

19.7 Damages insufficient remedy. You and we acknowledge that damages may not be an adequate remedy to protect the other party against breach of this Section 19 of this Agreement. You and we agree that the other party may seek injunctive or other equitable relief in respect of a breach of this Section 19, notwithstanding the arbitration process for dispute resolution set out under Section 27.5 of this Agreement.

19.8 Survival. The obligations enumerated in this Section 19 continue after the Agreement is terminated for five (5) years.

20. INFORMATION SECURITY/DATA PROTECTION

20.1 Overall Data Security Regulations. As a financial institution, we are required to comply with the information security standards established under national and international legal and regulatory requirements applicable to us. Bank is evaluated regularly for compliance with these obligations by various U.S. and international regulators, as applicable. As a financial institution, Bank is required to comply with various Data Protection Laws. Bank is evaluated regularly for compliance with its obligations under Data Protection Laws by its various regulators, including, without limitation, our principal regulator, the Office of the Comptroller of the Currency ("OCC").

20.2 Data Protection.

- i. Company as controller. You hereby represent and warrant, and covenant with us now and on each day on which we provide a Service to you, that you are in compliance with all Data Protection Laws, and where required under such Data Protection Laws, you will maintain at all times during the term of the Agreement a valid registration or authorization with any applicable Data Protection Authority. You shall ensure that you have in place sufficient legal bases, and that you have obtained any necessary consents, to permit the processing of Personal Data by us and the transfer of such Personal Data to us in accordance with all applicable laws (including all applicable Data Protection Laws) to enable us to provide the Services. Except as set out for any specified jurisdiction in any Local Addenda, you are the data controller and/or equivalent term under applicable Data Protection Laws regarding Personal Data up to and including the moment that you disclose any such Personal Data to us.

- ii. You shall provide all necessary data protection notices in order for us to (i) process the Personal Data for the purposes described in the Agreement; and (ii) to disclose the Personal Data to the types of recipients described in the Agreement, including, if applicable, where the recipients are located outside of the originating jurisdiction, unless such disclosure is prohibited under applicable Data Protection Laws. You shall retain, and upon request, provide us with copies of such notices and consents.
- iii. Bank as controller. We will be responsible as a data controller and/or equivalent term under applicable Data Protection Laws for Personal Data once you have provided such Personal Data to us. We will provide you with a data privacy notice before you begin using any Service. With regard to our processing of Personal Data, we will comply with our obligations as a financial institution as set out in Section 20.1 and all applicable Data Protections Laws.

You acknowledge that we may process Personal Data for the following purposes:

- i. to administer your Corporate Accounts, including all Cardholder Accounts, and provide services to you;
- ii. to facilitate transactions;
- iii. to comply with the rules of any relevant card network; to respond to inquiries and fulfill requests from you, and manage our relationship with you;
- iv. to verify a Cardholder's identity and/or location (or the identity or location of your Program Administrator or other representative or agent) in order to allow access to your Corporate Accounts, including Cardholder Accounts, or conduct online transactions;
- v. to protect the security of accounts and Personal Data;
- vi. for business purposes, including data analysis, audits, developing and improving products and services, identifying usage trends and determining the effectiveness of promotional campaigns, and enhancing, improving or modifying our Services;
- vii. for risk management, for fraud detection and prevention, including know your customer, anti-money laundering, due diligence requirements, compliance with the law, including AML/Sanctions Laws, fraud monitoring, and tax reporting;
- viii. to comply with legal process and law enforcement requirements; and
- ix. to send administrative information to you, such as changes to our terms, conditions, and policies.

We will never use Personal Data we receive in connection with the Services for direct marketing to Cardholders.

You agree that we may disclose Personal Data to:

- i. our Affiliates, agents, auditors, and service providers;
- ii. card networks and fraud prevention agencies;
- iii. to any other person if legally required, including to law enforcement agencies, authorities, regulators, and courts; and
- iv. any other person to whom we may transfer or intend to transfer, assign, or sell any of our rights or obligations under the Agreement.

Any disclosures of Personal Data that we make will be made in compliance with applicable Data Protection Laws.

- iv. Bank as Contractor under the California Consumer Privacy Act (the "CCPA"). With respect to the processing of Personal Data of California residents in connection with providing the Services ("California Personal Data"), we act as a "Contractor" as that term is defined under the CCPA and certify that we agree to the restrictions and conditions of our use of California Personal Data as set forth herein when providing the Services:
 - i. No Sale or Sharing. We will not sell California Personal Data and will not share California Personal Data with a third party for cross-context behavioral advertising.
 - ii. Limited Purposes for Processing. We will process California Personal Data for the limited purpose of providing the Services, as set forth in Section 20.2 of the Agreement and as otherwise permitted by the CCPA. We will not retain, use, or disclose California Personal Data for any other purpose, including any commercial purpose, or outside of our direct business relationship with you, unless expressly permitted by the CCPA or applicable law. We will not combine California Personal Data with Personal Data we receive from or on behalf of third parties, or that we might collect from any interaction with a Cardholder, when doing so is not related to our provision of the Services hereunder.
 - iii. Compliance with the CCPA. With respect to California Personal Data collected pursuant to the Agreement, we agree to comply with all provisions of the CCPA applicable to us as a Contractor and will reasonably assist you in complying with your obligations under the CCPA with respect to the California Personal Data (e.g., providing information that may be required to complete required cybersecurity audits). If we determine we can no longer meet our obligations under the CCPA with respect to California Personal Data, we will notify you. In the event you reasonably suspect we are using California Personal Data in a manner not permitted under the CCPA, you may, after providing us with reasonable notice and identifying with specificity such alleged use(s), require that we verify our compliance with the CCPA and this Addendum with respect to the identified uses of California Personal Data

(e.g., verifying that we no longer retain or use California Personal Data that you previously asked us to delete in response to a data subject request under the CCPA).

- iv. Data Subject Requests. We will reasonably assist you in responding to and complying with verified CCPA data subject requests regarding California Personal Data we maintain pursuant to the Agreement. We will not respond to data subject requests under the CCPA that we receive directly from Cardholders unless we receive written instructions from you to do so and will promptly forward to you all Cardholder data subject requests we may receive. To the extent we receive instructions to comply with a data subject request involving California Personal Data that is maintained by any member of our Extended Workforce, we will communicate your instructions and require their timely compliance with such instructions.
- v. Subcontractors. If a member of our Extended Workforce assists us in providing the Services and maintains California Personal Data in connection therewith, we will contractually require that entity or person to comply with substantially the same terms regarding California Personal Data as are set forth herein.
- vi. Security and Audits. We regularly test and audit our security systems, including those used to provide the Services. To demonstrate that we use California Personal Data in a manner consistent with Client's security obligations under the CCPA, upon thirty (30) days' advance written notice and no more frequently than once every twelve (12) months, we will provide Client with a copy of our most recent SOC 2 or equivalent audit report that pertains to our provision of the Services.

If there is a conflict between the terms of this Section 20 and any applicable Service Addendum, such Service Addendum shall control with respect to such conflict.

20.3 You acknowledge and agree that data processing related to a Service and your Corporate Accounts and Cardholder Accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide a Service.

You further acknowledge and agree that it is possible, in providing a Service, we will transmit information we receive from you in connection with the Service consisting of an individual's bank accounts or other financial data or Personal Data. We will only transmit Personal Data to our locations, to locations of our affiliates, or to others for purposes contemplated in the Agreement, for fraud prevention or in order to meet any obligation we have under law. We may contract with others to provide data transmission or storage services to us. In that case, we will require that they treat Personal Data solely in accordance with our instructions. You agree to comply with any directions we may give you from time to time with respect to Personal Data.

20.4 Security and Confidentiality. We maintain an Information Security Policy that:

- i. contains appropriate administrative, technical, and physical safeguards designed to protect against Information Security Events;
- ii. conforms as required to the requirements of applicable Data Protection Laws; and
- iii. sets forth policies and procedures that are designed to be consistent with, to the extent applicable to the Services; PCI-DSS standards; the card networks rules and regulations; and Financial Services Industry Best Practices.

20.5 Security Policy. Our Information Security Policy has been approved by our management and is published and communicated to our Workforce. We have procedures designed to ensure that our Extended Workforce are subject to similar policies and processes. We conduct periodic risk assessments to identify and assess reasonably foreseeable internal and external risks to the security, confidentiality and integrity of electronic, paper, and other records containing your Confidential Information. We require our Extended Workforce to have a similar risk-assessment process. The remainder of this Section 21 sets out the key aspects of our Information Security Policy.

20.6 Human Resources Security. We take reasonable steps to ensure that our Workforce is aware of our obligations in the provisions of the Services and applicable Data Protection Laws, including that any unauthorized processing or disclosure of your Confidential Information may lead to disciplinary action under their contract of employment or other contractual arrangements.

20.7 Communications and Operations Management. We use detection, prevention, and recovery controls which are consistent with Financial Services Industry Best Practices to protect against malicious software and attacks, and train our Workforce on the prevention and detection of malicious software and attacks.

- 20.8 Access Control.** To protect your Confidential Information from the risks inherent in mobile computing and remote access, we perform a risk assessment which, at a minimum, is designed to identify and mitigate risks to your Confidential Information from mobile computing and remote access, maintain a policy and procedures for managing mobile computing and remote access, and use security controls that are consistent with Financial Services Industry Best Practices to manage authentication of mobile and remote users.
- 20.9 Information Systems Acquisition, Development, and Maintenance.** To protect Information Processing System(s) and system files containing your Confidential Information, we restrict access to source code to users whom we have determined have a need to know such Confidential Information in the performance of their duties.
To protect Information Processing System(s) and system files containing your Confidential Information, we use:
 - i. a change control process which is consistent with Financial Services Industry Best Practices to implement Information Processing System(s) changes; and
 - ii. security controls which are consistent with Financial Services Industry Best Practices.
- 20.10 Information Security Event Management.** We will, to the extent we are not prohibited by law enforcement or applicable law:
 - i. provide you prompt notice of any Information Security Event within two Business Days of completion of our investigation.
 - ii. such notice shall, to the extent we are legally allowed, summarize in the Information Security Event and the corrective action taken or to be taken by us, if known at that time. We will promptly take all corrective action deemed necessary or appropriate by us.
- 20.11 Business Continuity Management.** In order to protect the confidentiality and availability of your Confidential Information, we maintain a business continuity management program that is consistent with Financial Services Industry Best Practices, which we update and test at planned intervals and as required.
- 20.12 Security Assessments.** We will respond to your request to complete a written assessment of the security controls used at our data processing and business facilities once per calendar year. Such assessments will be performed during regular business hours, at a date and time agreed to by both parties and will not require access to Information Processing System(s). Such assessments will be subject to our security policies, procedures, and restrictions, including restrictions on access to data centers, the ability to perform hands-on testing and copying of certain materials.
We scan internal and external facing Information Processing System(s) with applicable industry standard security-vulnerability scanning software (including network, server, application, and database scanning tools), and perform mitigations that we deem appropriate to address issues identified.
We perform a comprehensive application penetration test and security evaluation of all websites used to store, access, or process your Confidential Information prior to use and at least annually thereafter.

21. LIMITATION OF LIABILITY

- 21.1 Indirect and other losses.** Subject to the remaining provisions of this Section 21.1 and any applicable section of any Service Addendum, we are liable to you only for actual and direct economic damages incurred as a direct result of our failure to provide reasonable care in providing a Service. To the extent permitted by applicable law, in no event will either party be liable for any Consequential Losses, provided that the foregoing shall not operate to exclude any Losses or other amounts that may be owed by you to us under any of your indemnification obligations owed to us under the Agreement.
- 21.2 Failure to authorize.** You acknowledge that we shall have no obligation or liability to you or any Cardholder where:
 - i. any third-party fails to honor any payment or transaction requested in connection with a Payment Instrument; or
 - ii. we refuse or fail to authorize the use of any Payment Instrument.
- 21.3 Acts and omissions.** Neither party will be responsible for the acts or omissions of the other party's officers, employees, Affiliates, or agents (including the amount, accuracy, timeliness, or authorization of any instructions or information received). We will not be responsible for the acts or omissions of any other person or entity, including any clearing-house, card network or processor, any country's central bank, any other financial institution (including any Local Issuing Bank) or any supplier (except for our suppliers providing the Services under this Agreement), and no such person or entity will be deemed our agent.
- 21.4 Access by third parties.** If you permit any other person to access one of our Service installations on your premises through use of a remote-access software package, we will not be responsible or liable for that person's use or misuse of our Service or access to accounts owned by you and to which you did not authorize that person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by, and for the benefit of you, and subject to all our rights under the Agreement with respect to a Service.

- 21.5 Force majeure.** Neither you nor we will be liable for any failure or delay in performing our respective obligations for a Service, if that failure or delay is caused by circumstances beyond the control of the other party, including any natural disaster (such as earthquake or flood), emergency conditions (such as war, riot, fire, theft, or labor dispute), legal constraint or governmental action or inaction.
- 21.6 Compliance with law.** Neither party will be liable for any failure to act on its part, if such party reasonably believed that its action would have violated any law, rule, or regulation.
- 22. PROTECTION FROM THIRD PARTIES.** You must indemnify us, keep us indemnified, and hold us harmless from and against any and all Losses arising out of, or relating to disputes or legal actions by parties, including Third-Party Servicers and Third-Party Purchasing Agents, other than you and us concerning a Service, including your negligence or willful misconduct. The obligations contained in the preceding sentence will continue after the Service you are using and/or the Agreement is terminated for claims that arise based on events occurring during the use of the Services. This Section 22 does not apply to any cost or damage attributable to our gross negligence or intentional misconduct.
- 23. SEVERABILITY.** If any provision of the Agreement or its application to any person or set of circumstances is held to be invalid, unlawful, void, or unenforceable to any extent, the remaining provisions of the Agreement and their application to any other persons or circumstances shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 24. WAIVER.** No delay or failure to exercise any right or remedy under the Agreement constitutes a waiver of that right or remedy. No waiver of a single breach or default under the Agreement constitutes a waiver of any other breach or default. Any waiver under the Agreement must be in writing and signed by the party against whom it applies.
- 25. YOUR REPRESENTATIONS AND WARRANTIES**
- You represent and warrant to us now and on each day on which we provide a Service to you that:
- i. you are a body corporate acting within the scope of your ordinary course of business, and you are not a “consumer” for the purposes of any consumer credit legislation, or regulatory guidance or codes of conduct applicable to consumers (and, if you believe that you have or may become a “consumer” for any of those purposes, you will notify us immediately of that fact);
 - ii. the Agreement and its provisions constitute and create legal, valid, and binding obligations on you which are enforceable in accordance with their terms;
 - iii. your performance of your obligations will not violate any law applicable to you or facilitate any unlawful transactions;
 - iv. you are in compliance with all AML/Sanctions Laws and are not aware of any breach by you or your Cardholders of any such laws. In particular, neither you nor any of your Subsidiaries (collectively, the “Group”) or, to the knowledge of the Group, any director, officer, employee, agent, affiliate, or representative of the Company, is an individual or entity currently the subject of any Sanctions, nor is any of the Group located, organized, or resident in a country or territory that is the subject of Sanctions;
 - v. the debiting of any account as provided in the Agreement is not inconsistent with any restriction on the use of that account;
 - vi. you have obtained all approvals and authorizations required to enable you to enter into, deliver and perform the Agreement and the transactions contemplated under it, including any shareholder approvals, board resolutions and/or any authorizations required from any applicable Third-party to allow you to transfer funds and access information from that party’s account;
 - vii. there are no bona fide proceedings, tax claims, or disputes pending or threatened against you in respect of which, if judgment is given against you, would materially affect your financial condition or ability to pay us under the terms of the Agreement;
 - viii. if you are a Participant, you have authorized Company to take any and all actions on your behalf related to the Agreement and any Services you receive, and (other than in relation to the Cross-Border Program) binding you to the terms of the Agreement; and
 - ix. the person executing the Agreement has full authority, permission, and approval to execute and bind Company and Participants (other than in relation to the Cross-Border Program). You will not dispute such authority, permission, and approval regardless of whether you have provided board resolutions or similar documentation to us.
- 26. ASSIGNMENT.** You may not assign the Agreement or transfer any right or delegate any duty or performance under the Agreement, without our prior written consent, which shall not be unreasonably withheld. Any purported assignment by you of rights or delegation by you of obligations contrary to the provisions of the Agreement shall be void. We may assign our rights and delegate our obligations to a third-party. If we do so, we will provide notice to you.
- 27. AGREEMENT**
- 27.1 Entire agreement.** The Agreement, as amended from time to time, constitutes and represents the entire agreement between you and us regarding a Service we provide to you anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties, and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to that Service.

- 27.2 Successors and assigns.** The Agreement shall be binding upon and inure to your and our benefit and to the benefit of your and our respective successors and permitted assigns.
- 27.3 Third parties.** Except for any person or entity to whom the Agreement provides any express indemnity or covenant, you and we do not intend that the Agreement shall confer any right or benefit on any person or entity who is not a party to the Agreement (including any right or requirement to consent to any variation, amendment, or termination of the Agreement), and any and all laws or regulations conferring such rights or benefits are hereby excluded (to the maximum extent permissible). Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership between you and us.
- 27.4 Governing Law.** The Agreement and the Services are governed by the United States laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of North Carolina, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder resides or uses a Card Account.
- 27.5 Dispute Resolution.** Any dispute or controversy concerning your use of a Service or the Agreement will be decided by binding arbitration conducted in the U.S. (except as you and we expressly agree otherwise) in accordance with the U.S. Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association. Under these procedures, the dispute is submitted to a neutral person for determination in place of a trial before a judge without a jury. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction. Either you or we may exercise self-help remedies or obtain provisional or ancillary remedies from a court of competent jurisdiction. You or we may exercise or obtain these remedies at any time, even while the arbitration is pending. By exercising or obtaining any such remedies, neither you nor we waive the right to request that a dispute or controversy be decided by arbitration.

By signing this Agreement, Company agrees to ensure that, at the request of Bank, any Participant completes and signs any and all future forms or documents relating to the Agreement, including any form or document required by Bank providing for such Participant's agreement to be bound by the Agreement.

Company represents and warrants that it has full power and authority and has taken all corporate action necessary to enter into the Agreement.

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. No counterpart shall be effective until each party has executed and delivered at least one counterpart.

Execution and/or transmission of an executed counterpart of this Agreement by fax, e-mail attachment or other electronic format (including PDF, DocuSign® or other format approved by Bank) shall take effect as delivery of an executed counterpart of this Agreement. Company consents to the use of electronic communications, electronic records, and electronic signatures for all purposes under or in connection with the Agreement. The parties are conscious of the risks that the use of electronic communications, electronic records, and electronic signatures may entail and, nonetheless, have agreed to their use for the mutual benefit of the parties and have agreed that this Agreement so executed and delivered must be recognized and have the same legal effect as if it were a paper-based document with wet-ink signatures to the fullest extent permitted by applicable law.

By signing this Agreement, Company certifies that all information Company has previously provided to Bank regarding the beneficial ownership of Company's organization is, to the best of Company's knowledge, complete and correct, and to the extent it is not, Company is now providing Bank with updated information as required by law.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be entered into as of the Effective Date, by its duly authorized officer(s).

Signed by:

Company (on behalf
of itself and each
Participant)

City of Manchester

(Company's Legal Name)

BY: _____
(Signature)

NAME: _____
(Print Name)

TITLE: _____
(Print Title and Position with Company)

Bank **Bank of America, National Association**

100 Federal Street

Boston, MA 02110

(Bank Address)

BY: _____
(Signature)

NAME: _____
(Print Name)

TITLE: _____
(Print Title)