



BANK OF THE WEST
BNP PARIBAS

Current Credit Card Agreements for New Business Accounts

For new business accounts opened beginning 12/01/2022, the following Account Opening Disclosures and Credit Card Agreement apply by the credit card type received:

Business Credit Card

[Account Opening Disclosure – Business Card](#)

[Credit Card Agreement \(Business Cards\)](#)

Business Rewards Credit Card

[Account Opening Disclosure – Business Rewards](#)

[Card Credit Card Agreement \(Business Cards\)](#)

Account Opening Disclosure – Business Card

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	0.00% Introductory APR for the first twelve months from account opening for Business Card accounts. After that, your APR will be 15.74% for Business Card accounts. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	0.00% Introductory APR for the first twelve months from account opening for Business Card accounts. After that, your APR will be 15.74% for Business Card accounts. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	26.74% This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	None
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.

Fees	
Annual Fee	\$0
Transaction Fees Balance Transfer Cash Advance Foreign Transaction	Either \$10 or 4% of the amount of each transfer, whichever is greater. Either \$10 or 4% of the amount of each cash advance, whichever is greater. 3% of the U.S. Dollar amount of each such transaction.
Penalty Fees Late Payment Returned Payment	Up to \$41 (See below for details). Up to \$41 (See below for details).

How We Will Calculate Your Balance: We will use a method called “average daily balance (including new purchases).” See your Credit Card Agreement (Business Cards) for more details.

Late Payment fee for Iowa residents is **\$30** for the first violation and **\$30** for each subsequent violation within the next six billing cycles. For other states the fee is **\$30** for the first violation and **\$41** for each subsequent violation within the next six billing cycles. If the Late Payment fee is greater than the Minimum Payment Due, the fee will be equal to the Minimum Payment Due.

Returned Payment fee for Iowa residents is **\$30** for the first violation and **\$30** for each subsequent violation within the next six billing cycles. For other states the fee is **\$30** for the first violation and **\$41** for each subsequent violation within the next six billing cycles. If Returned Payment fee is greater than the Minimum Payment Due, the fee will be equal to the Minimum Payment Due.

BALANCE TRANSFERS: Request of a balance transfer will constitute acceptance of the Credit Card Agreement, which you will receive if your account is approved. You cannot transfer balances from other credit cards, loans, or lines of credit issued by Bank of the West or its affiliates. If you do not accept the terms of this agreement you may call us within 7 days of account opening and the balance transfer will not be processed. By requesting a balance transfer, you authorize Bank of the West to process the payment to the account which you have requested. The balance in that account will be reduced by the amount of the balance transfer. In addition, the amount of credit available on your new Bank of the West account will be reduced by the amount of the balance transfer. The balance transfer and your available credit will be shown on your monthly statement. After the balance transfer has posted to your account, you will no longer have a grace period on any purchases you make when using your credit card and we will begin charging interest on the transaction date, unless your new purchases are subject to 0% APR. A balance transfer may take up to 3 weeks to post to your other account. Please continue making the payments on your other account until you have received a statement from your other creditor verifying receipt of the payment. We are not responsible for any charges resulting from any delay in the payment and transfer of any balances. Your other account may not necessarily be closed, even if you have paid your entire balance. Contact the other creditor if you want to close the account. Note: Balance transfer amounts do not receive Rewards and there will be a balance transfer fee of 4% (\$10 minimum).



BANK OF THE WEST
BNP PARIBAS

CREDIT CARD AGREEMENT **(Business Cards)**

1. General. This is the Agreement which will cover the use of the account by you, as an individual and as an authorizing officer of the Company (collectively and jointly referred to as “you,” or “your”) named in the Business Card for Business Application or, as applicable, an acceptance certificate for a Business Card (in either case, an “Application”) in a joint and several capacity. The word “Employee” means the officers, members, managers, partners, employees, agents, or representatives designated and authorized to use the account, now or in the future. The words “we,” “us,” “our” or “Bank” mean Bank of the West. The word “Card” means either a Bank of the West Business Mastercard (“Business Card”) or a Bank of the West Business Rewards Mastercard (“Business Rewards Card”). The term “account” includes both a Business Card account and a Business Rewards Card account, as applicable. By requesting, accepting or using the Card, you agree to be bound by the terms of this Agreement. If you do not accept this Agreement, you must notify us in writing within 5 days after receipt. Use of your Card or any feature (including a balance transfer) of your account shall constitute acceptance of this Agreement. You and the Company agree that you are jointly and severally liable for all obligations of a cardholder under this Agreement which includes, without limitation, all charges made to the account even though the other provisions of this Agreement may not specifically say that it is a joint and several obligation or liability. Only qualified individuals 18 or over may be approved for a Card account. The Card is only available to U.S. residents, excluding Puerto Rico and the U.S. Virgin Islands.

2. Application. By signing the Application, you request us to issue Cards bearing the name of the Company and, in addition, the name of any Employee which you may designate from time to time in the future in writing to us. Each such Employee is authorized by you to use the Card. Each Card issued under the Application will be governed by the terms and conditions in effect at the time each Card is issued.

3. Company’s Representations and Warranties. You, and the person(s) executing the Application and executing each request for an additional Card, represent and warrant to us as follows:

a. **Financial Information.** All information supplied or statements made by you in any financial, credit or accounting statement before or after execution of the Application are true, correct, complete, valid and genuine. You shall immediately notify us of any material adverse changes which affect the information you have given. Upon our future request, you agree to promptly give us accurate information about you, financial, income and otherwise. You authorize us to make other inquiries as to the finances and creditworthiness of you, and we are also authorized to provide credit bureaus and others with information about our experience with you under this Agreement.

b. **Organization and Standing of Company.** Company is duly organized, validly existing and in good standing under the laws of the state, commonwealth, territory or jurisdiction where it was originally established and wherever else it does business and has all requisite power and authority to conduct its business as it now conducts such business.

c. **Authorization.** The person(s) who executed the Application is authorized and empowered in the name and on behalf of you to execute and deliver the Application, for and on behalf of you and to do all things necessary or convenient to cause us to issue the Cards; you have the requisite power and authority to enter into the Application and this Agreement, to perform your obligations thereunder and to consummate the transactions contemplated thereby; the execution and delivery of the Application and the consummation by you of the transactions contemplated in the Application and this Agreement have been duly authorized (and its board of directors, shareholders, members, managers, or partners, as applicable and if

necessary) and no other proceedings are necessary to authorize the execution and delivery of the Application and the performance of this Agreement and the transactions contemplated hereby and thereby; and the Application, this Agreement, and each other document required to be executed and delivered by you in connection herewith constitutes a valid and binding obligation enforceable against you in accordance with its terms, except to the extent enforceability is limited by law.

d. **Litigation, Etc.** There is no pending or threatened action or investigation before or by any court or governmental agency which, if adversely decided, would have any material adverse effect on your condition other than those already disclosed by you to us in writing.

e. **Disclosure.** Neither the Application, this Agreement nor any document furnished to us in connection with the transactions contemplated hereby contains any false or misleading statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.

4. Use. The Cards may be used only for business purchases of goods or services from participating merchants (“Purchases”) up to the credit limits; provided, however, the Cards may (i) not be used to make Purchases or obtain Cash Advances for any illegal transaction, or (ii) for any internet or online gambling transaction. Transactions for online or internet gambling will not be approved. If the Cards are used for any illegal or prohibited transaction, this Agreement also applies to such transaction and you agree to pay any and all amounts related to such transaction pursuant to the terms of this Agreement. We may, in our sole discretion, restrict the use of or terminate the Cards if we notice excessive use of the Cards or other suspicious activities or if we reasonably believe the Cards are or have been used for one or more illegal or prohibited transactions. You also have the option of allowing Cash Advance access to Employees by completing the Cash Advance section on the Application. If you have chosen to allow one or more Employees to have Cash Advance access by filling in the appropriate information on the Application, this means that any such Employee designated by you will be able to use the Card to withdraw cash from automated teller machines (“ATMs”). The limits on and fees for ATM services are described below. In addition, you may request that we pay other creditors on its behalf and transfer approved amounts to your account (“Balance Transfers”). You agree that all Cards will be used solely for commercial and/or business use and not for personal, family, or consumer credit purposes.

5. Credit Limits. We will notify you of your overall credit limit for all Cards issued to you. You agree not to incur debt, including but not limited to Purchases, Cash Advances, Balance Transfers, INTEREST CHARGES, Late Payment fees, Annual Membership Fees, and other fees, to us on all Cards in an amount exceeding the overall credit limit. You may apply to increase the overall credit limit, and we reserve the right to lower it. You shall designate an individual credit limit, for each individual Employee within the overall credit limit, and you agree not to incur debt on any Card in excess of the individual credit limit for that Card. If we accept a payment from you in excess of your outstanding balance, your available credit limit will not be increased by the amount of the overpayment nor will we be required to authorize transactions for amount in excess of your credit limit. If you, or any Employee, goes over either the individual or overall credit limit, you must repay the excess amount immediately.

6. Agreement to Pay. You agree to pay for all credit extended in connection with any Card issued to any Employee pursuant to the Application and to this Agreement, including all applicable charges set forth in this Agreement. You agree to pay us for such credit extended regardless of the purpose for which the Employee obtains credit by use of any Card issued pursuant to the Application and this Agreement. Any failure on the part of an Employee

to sign a sales draft or Cash Advance draft shall not release you of your obligation to repay the credit extended. When an Employee uses the Card, or anyone else is permitted to use it, you agree to pay the amount of any and all transactions (including any transactions which may have been made in violation of this Agreement), and the INTEREST CHARGES, or Late Payment fees or other fees that may become due as shown on the periodic statement. You agree that we may change or cancel the Credit Card account at any time without affecting your obligation to pay the amounts that are owed under this Agreement.

7. Payment. Each month we will send you a statement for the previous billing period. You must make payment by the "Payment Due Date." You may pay the entire "New Balance" or may pay in installments by paying at least the "Minimum Payment Due." All payments must be made in the lawful money of the United States of America. When your payment is properly received, we will allocate your payment in a manner we determine except as otherwise required by law. Currently the Minimum Payment is applied first to fees, then to INTEREST CHARGES and finally to principal. We apply the Minimum Payment to balances with lower ANNUAL PERCENTAGE RATE ("APR"), including introductory APRs, before balances with higher APRs. Payments made in excess of the Minimum Payment will be applied first to balances with the highest ANNUAL PERCENTAGE RATE and then to each successive balance bearing the next highest ANNUAL PERCENTAGE RATE.

Payments must be mailed to the BankCard Center address specified in your periodic statement and reach the BankCard Center during our regular business day by 5:00 p.m. Pacific Time for the payment to be credited the same business day. Payments made in person at one of our branches, or made by telephone, or made through our website or another website controlled by a third party on our behalf must be received by 5:00 p.m. Pacific Time to be credited the same business day. Payments received after the cutoff time of 5:00 p.m. Pacific Time are credited as of the following business day. If you fail to properly make payments, crediting of such payments may be delayed and you may incur late charges and additional interest as a result of the delay. Even when your payment is credited to your account, we may delay the availability of part or all of your payment amount as credit for up to 15 days.

If a payment is returned to us for any reason, we may apply a Returned Payment Fee of \$30 for the first violation and \$41 for each subsequent violation within the next six billing cycles. The Returned Payment Fee for Iowa residents is \$30 for the first violation and \$30 for each subsequent violation within the next six billing cycles. If the Returned Payment Fee is greater than the Minimum Payment Due, the fee will be equal to the Minimum Payment Due.

From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain INTEREST CHARGES on all or a portion of your Credit Card account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and all the terms of the Agreement will resume.

8. Minimum Payment - Late Payment Fee. The "Minimum Payment Due" must be received by us by the "Payment Due Date." If it is not, we may apply a Late Payment Fee of up to \$30 for the first violation and up to \$41 for each subsequent violation within the next six billing cycles. The Late Payment Fee for Iowa residents is up to \$30 for the first violation and up to \$30 for the subsequent violation within the next six billing cycles. If such charge would result in an INTEREST CHARGE greater than the maximum allowed by law, we will only charge the maximum allowable rate. Your Minimum Payment Due will be 3% of the New Balance plus any Late Payment Fee (with a minimum of the lesser of \$27 or your New Balance) and any amount over your credit limit and past due amount.

9. When You Must Pay to Avoid INTEREST CHARGES. You may avoid paying an INTEREST CHARGE on Purchases if you pay the entire New Balance by the Payment Due Date. If we do not receive the entire New

Balance by the Payment Due Date, the INTEREST CHARGE will be charged on the Purchases from the date of the transaction. INTEREST CHARGES on all other balances, including Cash Advances and Balance Transfers begin on the transaction date and will be assessed even if your entire New Balance is paid by the Payment Due Date.

10. Computing Your INTEREST CHARGE. We figure the INTEREST CHARGE on your account by applying the periodic rate to the "Average Daily Balance" of each Balance Category on the account, including current transactions. Balance Categories include Purchases, Balance Transfers, Cash Advances, Introductory Rates and any special rate offers we may make available from time to time. If you are charged interest, the charge will be no less than \$1.00 (the minimum interest charge will appear as "Minimum Charge" in the fees section of your statement).

a. **Average Daily Balance.** To obtain the daily balance for each Balance Category we subtract any payments made within the grace period effective the first day of the billing cycle, then we take the beginning balance each day and add new transactions applicable to each category, and subtract any payments, credits, and refunds applied to the category. To figure your Average Daily Balance for each Balance Category, we add all your daily balances and divide by the number of days in the billing period.

b. **Figuring the INTEREST CHARGE.** We compute the INTEREST CHARGE for each Balance Category by multiplying these Average Daily Balances by the applicable Daily Periodic Rate, and then we multiply the result by the number of days in the billing period. To determine the Daily Periodic Rate for each Balance Category, we divide the ANNUAL PERCENTAGE RATE in effect for the billing period by 365 (366 for leap years). The way we get the ANNUAL PERCENTAGE RATE for each Balance Category is described below under "Fixed Rates" and "Variable Rates".

c. **Fixed Rate.** Introductory ANNUAL PERCENTAGE RATES for Purchases, Balance Transfers or Cash Advances may vary, if applicable. Please refer to your Account Opening Disclosures for specific introductory period and ANNUAL PERCENTAGE RATES associated with your account. After the Introductory Period ends, your regular ANNUAL PERCENTAGE RATES for Purchases, Balances Transfers or Cash Advances will apply.

d. **Variable Rates.** The current ANNUAL PERCENTAGE RATE for all variable rates is shown on the Account Opening Disclosure which has been provided to you with this Agreement. The Daily Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE may change each month on the first day of each of your billing cycles. Each date on which the rate of interest could change is called a "Change Date." Changes will be based on changes in the "Index." The Index is the Prime Rate published in the "Money Rates" table of The Wall Street Journal on the business day immediately preceding the day your billing cycle ends. If the Index is no longer available, we will choose a new index which is based upon comparable information and will give you notice of our choice. The ANNUAL PERCENTAGE RATE may increase or decrease each month if the Index changes. Any new rate will be applied as of the first day of your billing cycle during which the Index has changed. If the ANNUAL PERCENTAGE RATE increases, you will pay a higher INTEREST CHARGE, which may result in a higher minimum payment.

The interest rate for Purchases (after the Introductory Period) and Balance Transfers on the Business Card account is based on a variable rate equal to the sum of the Index plus a "Rate Spread" of 8.74 percentage points. The interest rate for Purchases (after the Introductory Period) and Balance Transfers on the Business Rewards Card account is based on a variable rate equal to the sum of the Index plus a "Rate Spread" of 10.74 percentage points. The interest rate for Cash Advances on your account is based on a variable rate equal to the sum of the Index plus a "Rate Spread" of 19.74 percentage points. Immediately before each Change Date we will determine the new interest rate by adding the Rate Spread to the Index. The new interest rate will become effective at the start of your first billing cycle after the Change Date. Only one ANNUAL PERCENTAGE RATE and Daily Periodic Rate will be in effect for each

transaction type for any one billing period. The ANNUAL PERCENTAGE RATE will not exceed the maximum rate permitted by law. The effect of any increase in the ANNUAL PERCENTAGE RATE and the Daily Periodic Rate would be to increase the amount of INTEREST CHARGE or interest you must pay and thus increase your monthly payments.

11. Transaction Fees. You also agree to pay us the appropriate fees listed below (as permitted by applicable law) which may be amended from time to time by us. You authorize us to charge your Credit Card account for the following fees due to us. Cash Advance fee: 4.00% of each Cash Advance, \$10 minimum. Balance Transfer fee 4.00% of each balance transferred, \$10 minimum.

12. Foreign Transaction Fee. Transactions that you make in a foreign currency or that you make outside of the United States of America even if it is made in U.S. dollars are considered foreign transactions. The conversion rate to U.S. Dollars will be determined by Mastercard International in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either (1) a government-mandated rate or (2) a wholesale market rate, whichever is applicable, in effect one day prior to the processing date. We do not determine the currency conversion rate which is used. You agree to pay the converted amount in U.S. funds. In addition, Mastercard will charge us (the Bank) an international transaction fee, currently equal to one percent (1.00%) of the transaction amount. We will charge you the international transaction fee imposed on us plus an additional 2.00% of the transaction amount whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars. These two fees will be aggregated and shown as one

13. Other Fees. As allowed by law, we may charge, and you agree to pay, fees for certain services or requests made by you, such as but not limited to: Automated Teller Machine ("ATM") transactions conducted at machines not operated by us, requests for copies of billing statements, sales drafts, or other records of your account, or if you request a replacement card(s). However, we will not charge fees for copies of documents requested for a billing dispute. These fees may change from time to time. We will inform you of the fee(s) that you will incur prior to when the applicable service(s) is (are) provided or when you make the request(s), as applicable. You authorize us to charge your Credit Card account for any such fees that you incur.

If you request Employees to have access to Cash Advances, and an Employee uses an ATM not owned by us, a fee may be charged by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). We cannot waive these fees.

14. Automated Terminal Services.

a. **Automated Terminals.** Employees may use their Card to get a Cash Advance in the following automated terminals.

- ◆ Any automated teller machine (including any ATM we may own) that is participating in a network and accepts our Card ("Network ATM") and

- ◆ Any point-of-sale terminal that accepts our Card ("POS terminal").

b. **Services Available at an Automated Terminal.** Employees may use their Card at any Network ATM to:

- ◆ Receive their Credit Card account balances. These balances may not include some transactions recently made in that Credit Card account.

- ◆ Get a Cash Advance from their Credit Card account.

c. **Point-of-Sale Terminal.** The Card may also be used at a POS terminal to purchase certain merchandise. The amount of the purchase will automatically be charged to the Employee's Credit Card account as a Purchase.

d. **Limits of Automated Terminal Services – Cash Advances.** The withdrawal amount should not exceed the credit limit.

e. **Fees for Using Automated Terminal Services.** Fees may be charged for transactions made at automated

teller machines not operated by us as described in paragraph 13-Other Fees.

f. **Card and Secret Code (PIN) Use.** You are responsible for all transactions in which Employees use their Card in an automated terminal, or the use of the Card by anyone else who uses it with your permission. Security in use of the Card is provided by the secret codes, which we will provide you and the magnetically encoded stripe on the Card. Please keep the Card safe, and also protect the secret codes. Do not record the secret code on the Card. Use the Card and the secret codes as instructed at all times. You are responsible for instructing Employees on card usage and security measures. We will not be liable for your failure to instruct employees. Please notify us of any mechanical or operating failure in connection with the use of your Card. The Card remains the property of the Bank and can be revoked and repossessed at any time. You must return Card(s) to us when asked. Cards must not be used after the expiration dates.

15. Lost or Stolen Card: Your Liability for Unauthorized Use. In the event of possible loss, theft or unauthorized use, you agree to notify us immediately. You may be liable for the unauthorized use of any Card issued under this Agreement. If 10 or more Cards are issued pursuant to this Agreement, Company shall be strictly liable for any unauthorized use. If fewer than 10 Cards are issued pursuant to this Agreement, you will not be liable for unauthorized use of the Card which occurs after you notify us orally at 1-800-996-2638 (for TTY call 1-800-659-5495) or in writing at BankCard Center, PO Box 2078 Omaha, NE 68103-2078, of loss, theft, or possible unauthorized use, and your liability for unauthorized use of the Card will not exceed \$50.00 per Card for use of a Card by anyone other than an Employee prior to notice to us. However, a Card in the possession and control of an Employee, even after his or her authority to use the Card has been revoked by you, is not considered lost or stolen, and its use by such Employee is not unauthorized. You must recover the Card from the Employee. You agree to assist us in determining the facts and circumstances relating to any unauthorized use of a Card.

16. Where to Call or Write. If you believe any Cards have been lost or stolen or that someone has transferred or may transfer money from the Credit Card account or otherwise use the Credit Card account without your permission, call: 1-800-996-2638 (for TTY call 1-800-659-5495) or write to: BankCard Security Department, PO Box 2078 Omaha, NE 68103-2078

17. Our Business Days. Our business days are Monday through Friday, except for bank holidays.

18. Credit Information, Investigation & Disclosure. We may from time to time ask you for information for the purpose of conducting a credit review of you. You agree to provide us with the requested information within a reasonable period of time, and authorize us and our agents to inspect your records and books of account (and make extracts there from) and to discuss your affairs, finances and accounts with your representatives, all at such times and as often as we may reasonably request. You authorize us, both now and in the future, to check your credit history (personal and business) and to release information about our credit experience with you to third parties in response to legitimate credit disputes made by you.

19. Security Interest. We have no security for any amounts which become due under this Agreement, even though any other agreement you may have with us, unless you have given us a specific security interest in connection with this Agreement, which is described on a Supplement to this Agreement.

20. Authorizations by Bank; Disputes with Merchants. Some Purchases and Cash Advances will require our prior authorization. We may limit the number of authorizations we give on a Credit Card account on any day or for other reasons. We will not be liable if a merchant, ATM or other financial institution does not honor a Card or if authorization for a particular transaction is not given. We shall have no liability for the goods or services obtained by use of any Card. You shall attempt to settle any claims of disputes for Purchases with the seller and hereby waives any and all claims against us in connection therewith.

21.Default. We may declare the entire balance for all Credit Card accounts due and payable at once with or without notice or demand if any of these events (a "Default") happens:

a. You or any guarantor fails to pay or perform any liability, obligation, covenant or undertaking of yours or any guarantor under this Agreement or any other obligation to us;

b. We deem that any statement, representation or warranty you or any guarantor made at any time in connection with this Agreement or in any financial statement was false or misleading in any material respect when made;

c. You or any guarantor that is a corporation, trust, partnership or limited liability company, liquidates, terminates or dissolves, or merges or consolidates into another entity, or has a change in control;

d. You or any guarantor becomes insolvent or is unable to pay debts as they mature or becomes the debtor under a voluntary or involuntary petition in bankruptcy or any receiver, custodian or trustee is appointed for a substantial part of your or any guarantor's properties, assets or businesses;

e. You cease to carry on actively in your present business;

f. The death of you or any guarantor who is an individual dies, or of any partner or member of you or any guarantor that is a partnership or limited liability company;

g. Any guaranty of any obligation under this Agreement or any other obligation to us is terminated or revoked;

h. You violate any terms of this Agreement or any guarantor violates the terms of any guaranty of any obligation under this Agreement or any other obligation to us.

If a Default occurs, we may terminate your Credit Card account, make no more additional loans, and require you to immediately repay the entire unpaid balance of all amounts due on your Credit Card account, including but not limited to all loan amounts, Late Payment Fees and other charges assessed but not paid, and all of the INTEREST CHARGES accrued but not paid. If we terminate your Credit Card account, your obligation to repay the amounts you already owe us continues.

At our option, we may also take action short of terminating your Credit Card account. If we take such lesser action initially, we reserve the right to terminate your Credit Card account and accelerate all amounts due under this Agreement regardless of whether any additional events have occurred which would permit termination and acceleration.

22.Collection. You promise to pay all collection costs, including reasonable attorneys' fees and court costs, permitted by law.

23.Right of Offset Authorized. In the event of any acceleration of the balance due hereunder, you authorize us to offset the amount due against any amounts you have on deposit with us.

24.If There Is More Than One Signature on the Application. If more than one person or entity is the "Company" on this Agreement, each of you individually, or all of you together, will be liable under the application and this Agreement. We may collect from or sue any one of you, or make any settlements or extensions with any one of you, without giving up our rights against the other.

25. Compliance with Law/Sanctions. You agree to comply with all applicable laws and regulations, including those relating to anti-bribery, anti-money laundering, the fight against terrorism, and sanctions ("Sanctions"), that apply to the Bank or BNP Paribas S.A. You represent that you are not the target of Sanctions. You agree to hold the Bank harmless from liability for any actions taken by the Bank to comply with applicable laws and regulations, including Sanctions.

26.No Waiver of Rights. If we choose to waive any terms or conditions of this Agreement on a case-by-case basis, such as by not declaring the entire balance due when the minimum monthly payment has not been made on time, it does not mean that we have waived, or given up, our right to exercise any of our rights or remedies under this Agreement in the future. We are not required to use any

particular kind of demand or notice in order to collect amounts due to us under this Agreement. No indulgence or acceptance by us of delinquent or partial payments constitutes a waiver of our rights or of any provision of this Agreement. No waiver of any existing default shall be deemed to waive any subsequent default.

27.Waiver of Certain Rights by You. You, anyone signing the Application and any guarantor agree that they will be liable for repayment of everything they owe under this Agreement, even if we do not follow all legal procedures such as diligence, demand, presentment and notice and protest of dishonor, which we might be required to follow if it were not for this waiver.

28.Changing Terms. We can change, add to, delete or otherwise modify the terms of this Agreement at any time in any way permitted by law. We will send you a notice of change at least 45 days (or as required by applicable law) before the effective date of the change. We do not have to send you an advance notice of the change if it favors you, such as by reducing rates, or increasing the maximum credit limit. Except in cases where we are changing terms due to the Minimum Payment Due not being received within 60 days of the Payment Due Date, you agree that the change may cover all transactions made 15 days after we mail the notice. If you do not agree to the change, a method for rejecting the change and closing the account will be provided in the Change of Terms Notice. You agree that if you use your card after the effective date of the change, this will constitute your agreement with the change.

29. Canceling this Agreement. We have the right to cancel this Agreement at any time by sending a notice to any one of you in writing. You also have the same right to cancel this Agreement at any time by sending us a notice in writing or calling the BankCard Center at 1-800-996-2638 (for TTY/TDD call 1-800-659-5495). If this Agreement is canceled by you or us, your obligation is to repay amounts you already owe under this Agreement. In either case, the account will be closed and you will no longer have access to the account.

30. Other Agreements. Use of your Card is subject to the terms of existing regulations governing deposit accounts and other agreements and disclosures for your checking, savings and Credit Card accounts, and any future changes.

31. Our Communications with you. You agree that we, any of our affiliates, agents, independent contractors or service providers may monitor and record telephone calls regarding your banking services to assure the quality of our service or for other reasons. You also expressly consent that we, any of our affiliates, agents, independent contractors or service providers may use written, electronic, or verbal means, or any other medium, as permitted by law and including, but not limited to, mail and facsimile, to contact you. Your consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, e-mails and/or automatic telephone dialing systems. You agree that we, any of our affiliates, agents, independent contractors or service providers may contact you by using any e-mail address or any telephone number you provide, including a telephone number for a cellular phone or other wireless device, regardless of whether you incur any charges as a result.

32. RESOLUTION OF DISPUTES BY ARBITRATION. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. EXCEPT AS OTHERWISE PROVIDED, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

a. **Agreement to Arbitrate Disputes.** Except as otherwise provided, if you are unable to resolve a dispute with us informally, you and we agree that the dispute will be resolved through the binding arbitration process set forth in this arbitration provision upon demand by either you or us.

b. **Disputes Covered By Arbitration.** Except as otherwise provided, any dispute relating to or arising out of your Account or this Agreement, including any aspect of any agreement governed by this Agreement, or prior or later versions of this Agreement, and any changes to the terms of this Agreement will be subject to arbitration. Except as expressly provided, all disputes are subject to arbitration no

matter the legal theory or remedy (damages, or injunctive or declaratory relief) sought. Disputes include (1) any unresolved claims concerning any services relating to your Account, including, without limitation, Purchases, Balance Transfers, Cash Advances, INTEREST CHARGES, your use of any of our banking locations or facilities, or any means you use to access your Account; (2) any claims that arose before you and we entered into this Agreement (such as disputes related to advertising) and after the termination of this Agreement; (3) not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as an authorized user, a beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy; (4) not only claims that relate directly to us, but also our parent, affiliates, successors, assignees, employees, and agents and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made; (5) claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims made as counterclaims, cross-claims, third party claims, interpleaders or otherwise; (6) claims made as part of a class action or other representative action, being expressly understood and agreed that arbitration of such claims must proceed on an individual (non-class, non-representative) basis; and (7) claims relating to the enforceability or interpretation of this arbitration provision. A party who initiates a proceeding in court may elect arbitration with respect to any dispute advanced in that proceeding by any other party. This arbitration provision shall survive any termination of this Agreement or your Account.

c. **Disputes Not Covered By Arbitration.** Disputes filed by you or by us individually in a small claims court are not subject to arbitration if the disputes remain in such court and advance only as an individual claim for relief.

d. **Opt Out.** You have the right to opt out of arbitration by sending a signed written notice stating your decision to opt out of arbitration to BANK OF THE WEST at Loan Servicing, P.O. Box 3631, Omaha, NE 68103 within 30 days after the date you opened your Account ("Account Open Date").

e. **Commencing an Arbitration.** The party initiating arbitration must choose one of the following arbitration forums to administer arbitration under the forum's rules (except as modified by this Agreement): (i) the American Arbitration Association ("AAA") under AAA's Consumer Arbitration Rules available at www.adr.org or 1-800-778-7879; (ii) JAMS under JAMS' Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS' Consumer Minimum Standards (but not JAMS' Class Action Procedures), available at www.jamsadr.com or 1-800-352-5267.

f. **Arbitration Procedure.** Arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA's or JAMS' rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our agreements and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. Except as otherwise provided, the arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only with respect to the dispute in arbitration and shall not have any bearing on the rights and obligations of any other persons, or on the resolution of any other dispute. The arbitrator will take reasonable steps to protect your Account information and other proprietary or confidential information. Any arbitration hearing shall take place in the same city as the U.S. District Court closest to your home address, unless the parties agree in writing to a different location or the arbitrator so orders. If you seek a total recovery of \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA's or JAMS' rules. At your or

our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court with jurisdiction.

g. **No Class Action or Joinder of Parties.** You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration and no such action may be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your Account or related accounts, or parties to a single transaction or related transaction).

h. **Public Injunctive Relief Waiver.** If either you or we elect to arbitrate a dispute, neither you nor we will have the right to seek a public injunction in arbitration or in court, if such a waiver is permitted by the FAA. If any waiver of public injunctive relief in this arbitration provision (as set forth in any part of this arbitration provision) is found to be invalid or unenforceable, and that decision is not reversed on appeal, any claim for a public injunction will be decided in court after all other disputes to be decided in arbitration under this arbitration provision are arbitrated and the arbitration award regarding individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated. As set forth in "Severability" below, the invalidity or unenforceability of this paragraph will not affect the validity or enforceability of the remainder of this arbitration provision.

i. **Arbitration Costs.** We will pay the filing, administrative and/or arbitrator's fees or compensation ("Arbitration Fees") that we are required to pay pursuant to the arbitration forums' rules or the law. In addition, with respect to Arbitration Fees that you are required to pay under the arbitration forum's rules in connection with an individual arbitration you have commenced against us, if you would like us to consider paying them because you are unable to do so, you must first request a waiver or reduction of the Arbitration Fees from the arbitration forum. If the request is denied or you remain unable to pay the reduced Arbitration Fees, we will consider paying them if we receive a written request by you sent to Bank of the West Legal Department, 180 Montgomery Street, San Francisco, California 94104.

j. **Applicable Law.** You and we are participating in transactions that involve interstate commerce and this arbitration provision and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of the state governing your Account relationship apply. No state statute pertaining to arbitration shall apply.

k. **Severability.** Except as provided in "Public Injunctive Relief Waiver," if any part of this arbitration provision regarding joinder, consolidation, class actions, class arbitrations, general public or private attorney general actions is found to be illegal or unenforceable, that invalid part shall not be severable and this entire agreement to arbitrate disputes shall be unenforceable. If any other part of this arbitration provision, including "Public Injunctive Relief Waiver," is deemed to be invalid or unenforceable, that invalid part will be severed from the remainder of this arbitration provision and the remainder of this arbitration provision will be enforced.

33. Miscellaneous. By signing the Application, you agreed that:

- ◆ When we give you notice, we may give the notice by mailing it to you at the address shown in the application or at any address you may later give to us in writing;

- ◆ This Agreement will be governed by the laws of the State of Nebraska, and, as applicable, federal law, regardless of where the Purchases or Cash Advances are made.

- ◆ Our supervisory personnel may listen to and record your telephone calls to us for the purpose of monitoring and improving the quality of service you receive.

◆ You will not assign this Agreement to any other entity or person, including any purchaser of your business or any company into which you may be merged, if applicable, without our written consent.

◆ You will notify us promptly in writing of any (i) changes to your name, address, legal status or corporate structure, or (ii) the occurrence of any default on your part under the terms of this Agreement; or (iii) any litigation or claims of any kind which might subject you to any liability exceeding \$10,000.

◆ We reserve the right to waive a fee from time to time but a waiver does not mean we will continue to waive such fee in the future.

Account Opening Disclosure – Business Rewards Card

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	0.00% Introductory APR for the first nine months from account opening for Business Reward Card accounts. After that, your APR will be 17.74% for Business Rewards Card accounts. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	17.74% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	26.74% This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	None
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.

Fees	
Annual Fee	\$0
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$10 or 4% of the amount of each transfer, whichever is greater. Either \$10 or 4% of the amount of each cash advance, whichever is greater. 3% of the U.S. Dollar amount of each such transaction.
Penalty Fees • Late Payment • Returned Payment	Up to \$41 (See below for details). Up to \$41 (See below for details).

How We Will Calculate Your Balance: We will use a method called “average daily balance (including new purchases).” See your Credit Card Agreement (Small Business Cards) for more details.

Late Payment fee for Iowa residents is **\$30** for the first violation and **\$30** for each subsequent violation within the next six billing cycles. For other states the fee is **\$30** for the first violation and **\$41** for each subsequent violation within the next six billing cycles. If the Late Payment fee is greater than the Minimum Payment Due, the fee will be equal to the Minimum Payment Due.

Returned Payment fee for Iowa residents is **\$30** for the first violation and **\$30** for each subsequent violation within the next six billing cycles. For other states the fee is **\$30** for the first violation and **\$41** for each subsequent violation within the next six billing cycles. If Returned Payment fee is greater than the Minimum Payment Due, the fee will be equal to the Minimum Payment Due.

REWARDS PROGRAM FOR BUSINESS REWARDS ACCOUNTS: 2 Points are earned for every \$1 in qualifying net purchases on the Business Rewards Card. There is no limit to the Points and the Points have no expiration date as long as the account remains open and in good standing. Points have no value except when claimed by the cardholder for redeeming an award. Points are awarded only on net purchases (purchases minus any returns or adjustments). Balance transfers, cash advances, convenience checks, interest charges and any kind of fees charged to the account do not count as purchases. Bonus Rewards Points offer is only valid for new Business Rewards Credit Card accounts; if qualifying purchases totaling \$5,000 or more are made within 90 days of account opening, 60,000 bonus Points will be posted to the account within 150 days of account opening. Qualifying purchases can be made by any and all cardholders on a single Account. Limit one offer per Account. Offer may not be combined with any other special offer. Values of awards, Points required for an award, and awards offered may vary from time to time without notice. If your Account is closed for any reason, you will no longer be able to accumulate Points and all Points which have accrued with that Account will be eliminated. Accounts must be in good standing to claim and redeem Points. Points that have been accrued will be reflected on the cardholder’s monthly credit card statement and online at www.bankofthewest.com and cannot be transferred, assigned, bought or sold by the cardholder. All awards are subject to availability and may be withdrawn, changed or replaced at any time. The Bank of the West Rewards Program is subject to the current Program Rules that will be sent to you after your account is opened.

BALANCE TRANSFERS: Request of a balance transfer will constitute acceptance of the Credit Card Agreement, which you will receive if your account is approved. You cannot transfer balances from other credit cards, loans, or lines of credit issued by Bank of the West or its affiliates. If you do not accept the terms of this agreement you may call us within 7 days of account opening and the balance transfer will not be processed. By requesting a balance transfer, you authorize Bank of the West to process the payment to the account which you have requested. The balance in that account will be reduced by the amount of the balance transfer. In addition, the amount of credit available on your new Bank of the West account will be reduced by the amount of the balance transfer. The balance transfer and your available credit will be shown on your monthly statement. After the balance transfer has posted to your account, you will no longer have a grace period on any purchases you make when using your credit card and we will begin charging interest on the transaction date, unless your new purchases are subject to 0% APR. A balance transfer may take up to 3 weeks to post to your other account. Please continue making the payments on your other account until you have received a statement from your other creditor verifying receipt of the payment. We are not responsible for any charges resulting from any delay in the payment and transfer of any balances. Your other account may not necessarily be closed, even if you have paid your entire balance. Contact the other creditor if you want to close the account. Note: Balance transfer amounts do not receive Rewards and there will be a balance transfer fee of 4% (\$10 minimum).

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BANK OF THE WEST
BNP PARIBAS

CREDIT CARD AGREEMENT **(Business Cards)**

1. General. This is the Agreement which will cover the use of the account by you, as an individual and as an authorizing officer of the Company (collectively and jointly referred to as “you,” or “your”) named in the Business Card for Business Application or, as applicable, an acceptance certificate for a Business Card (in either case, an “Application”) in a joint and several capacity. The word “Employee” means the officers, members, managers, partners, employees, agents, or representatives designated and authorized to use the account, now or in the future. The words “we,” “us,” “our” or “Bank” mean Bank of the West. The word “Card” means either a Bank of the West Business Mastercard (“Business Card”) or a Bank of the West Business Rewards Mastercard (“Business Rewards Card”). The term “account” includes both a Business Card account and a Business Rewards Card account, as applicable. By requesting, accepting or using the Card, you agree to be bound by the terms of this Agreement. If you do not accept this Agreement, you must notify us in writing within 5 days after receipt. Use of your Card or any feature (including a balance transfer) of your account shall constitute acceptance of this Agreement. You and the Company agree that you are jointly and severally liable for all obligations of a cardholder under this Agreement which includes, without limitation, all charges made to the account even though the other provisions of this Agreement may not specifically say that it is a joint and several obligation or liability. Only qualified individuals 18 or over may be approved for a Card account. The Card is only available to U.S. residents, excluding Puerto Rico and the U.S. Virgin Islands.

2. Application. By signing the Application, you request us to issue Cards bearing the name of the Company and, in addition, the name of any Employee which you may designate from time to time in the future in writing to us. Each such Employee is authorized by you to use the Card. Each Card issued under the Application will be governed by the terms and conditions in effect at the time each Card is issued.

3. Company’s Representations and Warranties. You, and the person(s) executing the Application and executing each request for an additional Card, represent and warrant to us as follows:

a. **Financial Information.** All information supplied or statements made by you in any financial, credit or accounting statement before or after execution of the Application are true, correct, complete, valid and genuine. You shall immediately notify us of any material adverse changes which affect the information you have given. Upon our future request, you agree to promptly give us accurate information about you, financial, income and otherwise. You authorize us to make other inquiries as to the finances and creditworthiness of you, and we are also authorized to provide credit bureaus and others with information about our experience with you under this Agreement.

b. **Organization and Standing of Company.** Company is duly organized, validly existing and in good standing under the laws of the state, commonwealth, territory or jurisdiction where it was originally established and wherever else it does business and has all requisite power and authority to conduct its business as it now conducts such business.

c. **Authorization.** The person(s) who executed the Application is authorized and empowered in the name and on behalf of you to execute and deliver the Application, for and on behalf of you and to do all things necessary or convenient to cause us to issue the Cards; you have the requisite power and authority to enter into the Application and this Agreement, to perform your obligations thereunder and to consummate the transactions contemplated thereby; the execution and delivery of the Application and the consummation by you of the transactions contemplated in the Application and this Agreement have been duly authorized (and its board of directors, shareholders, members, managers, or partners, as applicable and if

necessary) and no other proceedings are necessary to authorize the execution and delivery of the Application and the performance of this Agreement and the transactions contemplated hereby and thereby; and the Application, this Agreement, and each other document required to be executed and delivered by you in connection herewith constitutes a valid and binding obligation enforceable against you in accordance with its terms, except to the extent enforceability is limited by law.

d. **Litigation, Etc.** There is no pending or threatened action or investigation before or by any court or governmental agency which, if adversely decided, would have any material adverse effect on your condition other than those already disclosed by you to us in writing.

e. **Disclosure.** Neither the Application, this Agreement nor any document furnished to us in connection with the transactions contemplated hereby contains any false or misleading statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading.

4. Use. The Cards may be used only for business purchases of goods or services from participating merchants (“Purchases”) up to the credit limits; provided, however, the Cards may (i) not be used to make Purchases or obtain Cash Advances for any illegal transaction, or (ii) for any internet or online gambling transaction. Transactions for online or internet gambling will not be approved. If the Cards are used for any illegal or prohibited transaction, this Agreement also applies to such transaction and you agree to pay any and all amounts related to such transaction pursuant to the terms of this Agreement. We may, in our sole discretion, restrict the use of or terminate the Cards if we notice excessive use of the Cards or other suspicious activities or if we reasonably believe the Cards are or have been used for one or more illegal or prohibited transactions. You also have the option of allowing Cash Advance access to Employees by completing the Cash Advance section on the Application. If you have chosen to allow one or more Employees to have Cash Advance access by filling in the appropriate information on the Application, this means that any such Employee designated by you will be able to use the Card to withdraw cash from automated teller machines (“ATMs”). The limits on and fees for ATM services are described below. In addition, you may request that we pay other creditors on its behalf and transfer approved amounts to your account (“Balance Transfers”). You agree that all Cards will be used solely for commercial and/or business use and not for personal, family, or consumer credit purposes.

5. Credit Limits. We will notify you of your overall credit limit for all Cards issued to you. You agree not to incur debt, including but not limited to Purchases, Cash Advances, Balance Transfers, INTEREST CHARGES, Late Payment fees, Annual Membership Fees, and other fees, to us on all Cards in an amount exceeding the overall credit limit. You may apply to increase the overall credit limit, and we reserve the right to lower it. You shall designate an individual credit limit, for each individual Employee within the overall credit limit, and you agree not to incur debt on any Card in excess of the individual credit limit for that Card. If we accept a payment from you in excess of your outstanding balance, your available credit limit will not be increased by the amount of the overpayment nor will we be required to authorize transactions for amount in excess of your credit limit. If you, or any Employee, goes over either the individual or overall credit limit, you must repay the excess amount immediately.

6. Agreement to Pay. You agree to pay for all credit extended in connection with any Card issued to any Employee pursuant to the Application and to this Agreement, including all applicable charges set forth in this Agreement. You agree to pay us for such credit extended regardless of the purpose for which the Employee obtains credit by use of any Card issued pursuant to the Application and this Agreement. Any failure on the part of an Employee

to sign a sales draft or Cash Advance draft shall not release you of your obligation to repay the credit extended. When an Employee uses the Card, or anyone else is permitted to use it, you agree to pay the amount of any and all transactions (including any transactions which may have been made in violation of this Agreement), and the INTEREST CHARGES, or Late Payment fees or other fees that may become due as shown on the periodic statement. You agree that we may change or cancel the Credit Card account at any time without affecting your obligation to pay the amounts that are owed under this Agreement.

7. Payment. Each month we will send you a statement for the previous billing period. You must make payment by the "Payment Due Date." You may pay the entire "New Balance" or may pay in installments by paying at least the "Minimum Payment Due." All payments must be made in the lawful money of the United States of America. When your payment is properly received, we will allocate your payment in a manner we determine except as otherwise required by law. Currently the Minimum Payment is applied first to fees, then to INTEREST CHARGES and finally to principal. We apply the Minimum Payment to balances with lower ANNUAL PERCENTAGE RATE ("APR"), including introductory APRs, before balances with higher APRs. Payments made in excess of the Minimum Payment will be applied first to balances with the highest ANNUAL PERCENTAGE RATE and then to each successive balance bearing the next highest ANNUAL PERCENTAGE RATE.

Payments must be mailed to the BankCard Center address specified in your periodic statement and reach the BankCard Center during our regular business day by 5:00 p.m. Pacific Time for the payment to be credited the same business day. Payments made in person at one of our branches, or made by telephone, or made through our website or another website controlled by a third party on our behalf must be received by 5:00 p.m. Pacific Time to be credited the same business day. Payments received after the cutoff time of 5:00 p.m. Pacific Time are credited as of the following business day. If you fail to properly make payments, crediting of such payments may be delayed and you may incur late charges and additional interest as a result of the delay. Even when your payment is credited to your account, we may delay the availability of part or all of your payment amount as credit for up to 15 days.

If a payment is returned to us for any reason, we may apply a Returned Payment Fee of \$30 for the first violation and \$41 for each subsequent violation within the next six billing cycles. The Returned Payment Fee for Iowa residents is \$30 for the first violation and \$30 for each subsequent violation within the next six billing cycles. If the Returned Payment Fee is greater than the Minimum Payment Due, the fee will be equal to the Minimum Payment Due.

From time to time, we may let you skip or reduce one or more monthly payments during a year and/or we may temporarily reduce or eliminate certain INTEREST CHARGES on all or a portion of your Credit Card account balance or offer you other special terms. If we do, we will advise you of the scope and duration of the applicable skip or promotional feature. When the skip or promotional feature ends, your regular rates and all the terms of the Agreement will resume.

8. Minimum Payment - Late Payment Fee. The "Minimum Payment Due" must be received by us by the "Payment Due Date." If it is not, we may apply a Late Payment Fee of up to \$30 for the first violation and up to \$41 for each subsequent violation within the next six billing cycles. The Late Payment Fee for Iowa residents is up to \$30 for the first violation and up to \$30 for the subsequent violation within the next six billing cycles. If such charge would result in an INTEREST CHARGE greater than the maximum allowed by law, we will only charge the maximum allowable rate. Your Minimum Payment Due will be 3% of the New Balance plus any Late Payment Fee (with a minimum of the lesser of \$27 or your New Balance) and any amount over your credit limit and past due amount.

9. When You Must Pay to Avoid INTEREST CHARGES. You may avoid paying an INTEREST CHARGE on Purchases if you pay the entire New Balance by the Payment Due Date. If we do not receive the entire New

Balance by the Payment Due Date, the INTEREST CHARGE will be charged on the Purchases from the date of the transaction. INTEREST CHARGES on all other balances, including Cash Advances and Balance Transfers begin on the transaction date and will be assessed even if your entire New Balance is paid by the Payment Due Date.

10. Computing Your INTEREST CHARGE. We figure the INTEREST CHARGE on your account by applying the periodic rate to the "Average Daily Balance" of each Balance Category on the account, including current transactions. Balance Categories include Purchases, Balance Transfers, Cash Advances, Introductory Rates and any special rate offers we may make available from time to time. If you are charged interest, the charge will be no less than \$1.00 (the minimum interest charge will appear as "Minimum Charge" in the fees section of your statement).

a. **Average Daily Balance.** To obtain the daily balance for each Balance Category we subtract any payments made within the grace period effective the first day of the billing cycle, then we take the beginning balance each day and add new transactions applicable to each category, and subtract any payments, credits, and refunds applied to the category. To figure your Average Daily Balance for each Balance Category, we add all your daily balances and divide by the number of days in the billing period.

b. **Figuring the INTEREST CHARGE.** We compute the INTEREST CHARGE for each Balance Category by multiplying these Average Daily Balances by the applicable Daily Periodic Rate, and then we multiply the result by the number of days in the billing period. To determine the Daily Periodic Rate for each Balance Category, we divide the ANNUAL PERCENTAGE RATE in effect for the billing period by 365 (366 for leap years). The way we get the ANNUAL PERCENTAGE RATE for each Balance Category is described below under "Fixed Rates" and "Variable Rates".

c. **Fixed Rate.** Introductory ANNUAL PERCENTAGE RATES for Purchases, Balance Transfers or Cash Advances may vary, if applicable. Please refer to your Account Opening Disclosures for specific introductory period and ANNUAL PERCENTAGE RATES associated with your account. After the Introductory Period ends, your regular ANNUAL PERCENTAGE RATES for Purchases, Balances Transfers or Cash Advances will apply.

d. **Variable Rates.** The current ANNUAL PERCENTAGE RATE for all variable rates is shown on the Account Opening Disclosure which has been provided to you with this Agreement. The Daily Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE may change each month on the first day of each of your billing cycles. Each date on which the rate of interest could change is called a "Change Date." Changes will be based on changes in the "Index." The Index is the Prime Rate published in the "Money Rates" table of The Wall Street Journal on the business day immediately preceding the day your billing cycle ends. If the Index is no longer available, we will choose a new index which is based upon comparable information and will give you notice of our choice. The ANNUAL PERCENTAGE RATE may increase or decrease each month if the Index changes. Any new rate will be applied as of the first day of your billing cycle during which the Index has changed. If the ANNUAL PERCENTAGE RATE increases, you will pay a higher INTEREST CHARGE, which may result in a higher minimum payment.

The interest rate for Purchases (after the Introductory Period) and Balance Transfers on the Business Card account is based on a variable rate equal to the sum of the Index plus a "Rate Spread" of 8.74 percentage points. The interest rate for Purchases (after the Introductory Period) and Balance Transfers on the Business Rewards Card account is based on a variable rate equal to the sum of the Index plus a "Rate Spread" of 10.74 percentage points. The interest rate for Cash Advances on your account is based on a variable rate equal to the sum of the Index plus a "Rate Spread" of 19.74 percentage points. Immediately before each Change Date we will determine the new interest rate by adding the Rate Spread to the Index. The new interest rate will become effective at the start of your first billing cycle after the Change Date. Only one ANNUAL PERCENTAGE RATE and Daily Periodic Rate will be in effect for each

transaction type for any one billing period. The ANNUAL PERCENTAGE RATE will not exceed the maximum rate permitted by law. The effect of any increase in the ANNUAL PERCENTAGE RATE and the Daily Periodic Rate would be to increase the amount of INTEREST CHARGE or interest you must pay and thus increase your monthly payments.

11. Transaction Fees. You also agree to pay us the appropriate fees listed below (as permitted by applicable law) which may be amended from time to time by us. You authorize us to charge your Credit Card account for the following fees due to us. Cash Advance fee: 4.00% of each Cash Advance, \$10 minimum. Balance Transfer fee 4.00% of each balance transferred, \$10 minimum.

12. Foreign Transaction Fee. Transactions that you make in a foreign currency or that you make outside of the United States of America even if it is made in U.S. dollars are considered foreign transactions. The conversion rate to U.S. Dollars will be determined by Mastercard International in accordance with their operating regulations or conversion procedures in effect at the time the transaction is processed. Currently, their regulations and procedures provide that the currency conversion rate they use is either (1) a government-mandated rate or (2) a wholesale market rate, whichever is applicable, in effect one day prior to the processing date. We do not determine the currency conversion rate which is used. You agree to pay the converted amount in U.S. funds. In addition, Mastercard will charge us (the Bank) an international transaction fee, currently equal to one percent (1.00%) of the transaction amount. We will charge you the international transaction fee imposed on us plus an additional 2.00% of the transaction amount whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars. These two fees will be aggregated and shown as one

13. Other Fees. As allowed by law, we may charge, and you agree to pay, fees for certain services or requests made by you, such as but not limited to: Automated Teller Machine ("ATM") transactions conducted at machines not operated by us, requests for copies of billing statements, sales drafts, or other records of your account, or if you request a replacement card(s). However, we will not charge fees for copies of documents requested for a billing dispute. These fees may change from time to time. We will inform you of the fee(s) that you will incur prior to when the applicable service(s) is (are) provided or when you make the request(s), as applicable. You authorize us to charge your Credit Card account for any such fees that you incur.

If you request Employees to have access to Cash Advances, and an Employee uses an ATM not owned by us, a fee may be charged by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). We cannot waive these fees.

14. Automated Terminal Services.

a. **Automated Terminals.** Employees may use their Card to get a Cash Advance in the following automated terminals.

- ◆ Any automated teller machine (including any ATM we may own) that is participating in a network and accepts our Card ("Network ATM") and

- ◆ Any point-of-sale terminal that accepts our Card ("POS terminal").

b. **Services Available at an Automated Terminal.** Employees may use their Card at any Network ATM to:

- ◆ Receive their Credit Card account balances. These balances may not include some transactions recently made in that Credit Card account.

- ◆ Get a Cash Advance from their Credit Card account.

c. **Point-of-Sale Terminal.** The Card may also be used at a POS terminal to purchase certain merchandise. The amount of the purchase will automatically be charged to the Employee's Credit Card account as a Purchase.

d. **Limits of Automated Terminal Services – Cash Advances.** The withdrawal amount should not exceed the credit limit.

e. **Fees for Using Automated Terminal Services.** Fees may be charged for transactions made at automated

teller machines not operated by us as described in paragraph 13-Other Fees.

f. **Card and Secret Code (PIN) Use.** You are responsible for all transactions in which Employees use their Card in an automated terminal, or the use of the Card by anyone else who uses it with your permission. Security in use of the Card is provided by the secret codes, which we will provide you and the magnetically encoded stripe on the Card. Please keep the Card safe, and also protect the secret codes. Do not record the secret code on the Card. Use the Card and the secret codes as instructed at all times. You are responsible for instructing Employees on card usage and security measures. We will not be liable for your failure to instruct employees. Please notify us of any mechanical or operating failure in connection with the use of your Card. The Card remains the property of the Bank and can be revoked and repossessed at any time. You must return Card(s) to us when asked. Cards must not be used after the expiration dates.

15. Lost or Stolen Card: Your Liability for Unauthorized Use. In the event of possible loss, theft or unauthorized use, you agree to notify us immediately. You may be liable for the unauthorized use of any Card issued under this Agreement. If 10 or more Cards are issued pursuant to this Agreement, Company shall be strictly liable for any unauthorized use. If fewer than 10 Cards are issued pursuant to this Agreement, you will not be liable for unauthorized use of the Card which occurs after you notify us orally at 1-800-996-2638 (for TTY call 1-800-659-5495) or in writing at BankCard Center, PO Box 2078 Omaha, NE 68103-2078, of loss, theft, or possible unauthorized use, and your liability for unauthorized use of the Card will not exceed \$50.00 per Card for use of a Card by anyone other than an Employee prior to notice to us. However, a Card in the possession and control of an Employee, even after his or her authority to use the Card has been revoked by you, is not considered lost or stolen, and its use by such Employee is not unauthorized. You must recover the Card from the Employee. You agree to assist us in determining the facts and circumstances relating to any unauthorized use of a Card.

16. Where to Call or Write. If you believe any Cards have been lost or stolen or that someone has transferred or may transfer money from the Credit Card account or otherwise use the Credit Card account without your permission, call: 1-800-996-2638 (for TTY call 1-800-659-5495) or write to: BankCard Security Department, PO Box 2078 Omaha, NE 68103-2078

17. Our Business Days. Our business days are Monday through Friday, except for bank holidays.

18. Credit Information, Investigation & Disclosure. We may from time to time ask you for information for the purpose of conducting a credit review of you. You agree to provide us with the requested information within a reasonable period of time, and authorize us and our agents to inspect your records and books of account (and make extracts therefrom) and to discuss your affairs, finances and accounts with your representatives, all at such times and as often as we may reasonably request. You authorize us, both now and in the future, to check your credit history (personal and business) and to release information about our credit experience with you to third parties in response to legitimate credit disputes made by you.

19. Security Interest. We have no security for any amounts which become due under this Agreement, even though any other agreement you may have with us, unless you have given us a specific security interest in connection with this Agreement, which is described on a Supplement to this Agreement.

20. Authorizations by Bank; Disputes with Merchants. Some Purchases and Cash Advances will require our prior authorization. We may limit the number of authorizations we give on a Credit Card account on any day or for other reasons. We will not be liable if a merchant, ATM or other financial institution does not honor a Card or if authorization for a particular transaction is not given. We shall have no liability for the goods or services obtained by use of any Card. You shall attempt to settle any claims of disputes for Purchases with the seller and hereby waives any and all claims against us in connection therewith.

21.Default. We may declare the entire balance for all Credit Card accounts due and payable at once with or without notice or demand if any of these events (a "Default") happens:

a. You or any guarantor fails to pay or perform any liability, obligation, covenant or undertaking of yours or any guarantor under this Agreement or any other obligation to us;

b. We deem that any statement, representation or warranty you or any guarantor made at any time in connection with this Agreement or in any financial statement was false or misleading in any material respect when made;

c. You or any guarantor that is a corporation, trust, partnership or limited liability company, liquidates, terminates or dissolves, or merges or consolidates into another entity, or has a change in control;

d. You or any guarantor becomes insolvent or is unable to pay debts as they mature or becomes the debtor under a voluntary or involuntary petition in bankruptcy or any receiver, custodian or trustee is appointed for a substantial part of your or any guarantor's properties, assets or businesses;

e. You cease to carry on actively in your present business;

f. The death of you or any guarantor who is an individual dies, or of any partner or member of you or any guarantor that is a partnership or limited liability company;

g. Any guaranty of any obligation under this Agreement or any other obligation to us is terminated or revoked;

h. You violate any terms of this Agreement or any guarantor violates the terms of any guaranty of any obligation under this Agreement or any other obligation to us.

If a Default occurs, we may terminate your Credit Card account, make no more additional loans, and require you to immediately repay the entire unpaid balance of all amounts due on your Credit Card account, including but not limited to all loan amounts, Late Payment Fees and other charges assessed but not paid, and all of the INTEREST CHARGES accrued but not paid. If we terminate your Credit Card account, your obligation to repay the amounts you already owe us continues.

At our option, we may also take action short of terminating your Credit Card account. If we take such lesser action initially, we reserve the right to terminate your Credit Card account and accelerate all amounts due under this Agreement regardless of whether any additional events have occurred which would permit termination and acceleration.

22.Collection. You promise to pay all collection costs, including reasonable attorneys' fees and court costs, permitted by law.

23.Right of Offset Authorized. In the event of any acceleration of the balance due hereunder, you authorize us to offset the amount due against any amounts you have on deposit with us.

24.If There Is More Than One Signature on the Application. If more than one person or entity is the "Company" on this Agreement, each of you individually, or all of you together, will be liable under the application and this Agreement. We may collect from or sue any one of you, or make any settlements or extensions with any one of you, without giving up our rights against the other.

25. Compliance with Law/Sanctions. You agree to comply with all applicable laws and regulations, including those relating to anti-bribery, anti-money laundering, the fight against terrorism, and sanctions ("Sanctions"), that apply to the Bank or BNP Paribas S.A. You represent that you are not the target of Sanctions. You agree to hold the Bank harmless from liability for any actions taken by the Bank to comply with applicable laws and regulations, including Sanctions.

26.No Waiver of Rights. If we choose to waive any terms or conditions of this Agreement on a case-by-case basis, such as by not declaring the entire balance due when the minimum monthly payment has not been made on time, it does not mean that we have waived, or given up, our right to exercise any of our rights or remedies under this Agreement in the future. We are not required to use any

particular kind of demand or notice in order to collect amounts due to us under this Agreement. No indulgence or acceptance by us of delinquent or partial payments constitutes a waiver of our rights or of any provision of this Agreement. No waiver of any existing default shall be deemed to waive any subsequent default.

27.Waiver of Certain Rights by You. You, anyone signing the Application and any guarantor agree that they will be liable for repayment of everything they owe under this Agreement, even if we do not follow all legal procedures such as diligence, demand, presentment and notice and protest of dishonor, which we might be required to follow if it were not for this waiver.

28.Changing Terms. We can change, add to, delete or otherwise modify the terms of this Agreement at any time in any way permitted by law. We will send you a notice of change at least 45 days (or as required by applicable law) before the effective date of the change. We do not have to send you an advance notice of the change if it favors you, such as by reducing rates, or increasing the maximum credit limit. Except in cases where we are changing terms due to the Minimum Payment Due not being received within 60 days of the Payment Due Date, you agree that the change may cover all transactions made 15 days after we mail the notice. If you do not agree to the change, a method for rejecting the change and closing the account will be provided in the Change of Terms Notice. You agree that if you use your card after the effective date of the change, this will constitute your agreement with the change.

29. Canceling this Agreement. We have the right to cancel this Agreement at any time by sending a notice to any one of you in writing. You also have the same right to cancel this Agreement at any time by sending us a notice in writing or calling the BankCard Center at 1-800-996-2638 (for TTY/TDD call 1-800-659-5495). If this Agreement is canceled by you or us, your obligation is to repay amounts you already owe under this Agreement. In either case, the account will be closed and you will no longer have access to the account.

30. Other Agreements. Use of your Card is subject to the terms of existing regulations governing deposit accounts and other agreements and disclosures for your checking, savings and Credit Card accounts, and any future changes.

31. Our Communications with you. You agree that we, any of our affiliates, agents, independent contractors or service providers may monitor and record telephone calls regarding your banking services to assure the quality of our service or for other reasons. You also expressly consent that we, any of our affiliates, agents, independent contractors or service providers may use written, electronic, or verbal means, or any other medium, as permitted by law and including, but not limited to, mail and facsimile, to contact you. Your consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, e-mails and/or automatic telephone dialing systems. You agree that we, any of our affiliates, agents, independent contractors or service providers may contact you by using any e-mail address or any telephone number you provide, including a telephone number for a cellular phone or other wireless device, regardless of whether you incur any charges as a result.

32. RESOLUTION OF DISPUTES BY ARBITRATION. PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. EXCEPT AS OTHERWISE PROVIDED, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

a. **Agreement to Arbitrate Disputes.** Except as otherwise provided, if you are unable to resolve a dispute with us informally, you and we agree that the dispute will be resolved through the binding arbitration process set forth in this arbitration provision upon demand by either you or us.

b. **Disputes Covered By Arbitration.** Except as otherwise provided, any dispute relating to or arising out of your Account or this Agreement, including any aspect of any agreement governed by this Agreement, or prior or later versions of this Agreement, and any changes to the terms of this Agreement will be subject to arbitration. Except as expressly provided, all disputes are subject to arbitration no

matter the legal theory or remedy (damages, or injunctive or declaratory relief) sought. Disputes include (1) any unresolved claims concerning any services relating to your Account, including, without limitation, Purchases, Balance Transfers, Cash Advances, INTEREST CHARGES, your use of any of our banking locations or facilities, or any means you use to access your Account; (2) any claims that arose before you and we entered into this Agreement (such as disputes related to advertising) and after the termination of this Agreement; (3) not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as an authorized user, a beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy; (4) not only claims that relate directly to us, but also our parent, affiliates, successors, assignees, employees, and agents and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made; (5) claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims made as counterclaims, cross-claims, third party claims, interpleaders or otherwise; (6) claims made as part of a class action or other representative action, being expressly understood and agreed that arbitration of such claims must proceed on an individual (non-class, non-representative) basis; and (7) claims relating to the enforceability or interpretation of this arbitration provision. A party who initiates a proceeding in court may elect arbitration with respect to any dispute advanced in that proceeding by any other party. This arbitration provision shall survive any termination of this Agreement or your Account.

c. **Disputes Not Covered By Arbitration.** Disputes filed by you or by us individually in a small claims court are not subject to arbitration if the disputes remain in such court and advance only as an individual claim for relief.

d. **Opt Out.** You have the right to opt out of arbitration by sending a signed written notice stating your decision to opt out of arbitration to BANK OF THE WEST at Loan Servicing, P.O. Box 3631, Omaha, NE 68103 within 30 days after the date you opened your Account ("Account Open Date").

e. **Commencing an Arbitration.** The party initiating arbitration must choose one of the following arbitration forums to administer arbitration under the forum's rules (except as modified by this Agreement): (i) the American Arbitration Association ("AAA") under AAA's Consumer Arbitration Rules available at www.adr.org or 1-800-778-7879; (ii) JAMS under JAMS' Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS' Consumer Minimum Standards (but not JAMS' Class Action Procedures), available at www.jamsadr.com or 1-800-352-5267.

f. **Arbitration Procedure.** Arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA's or JAMS' rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our agreements and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. Except as otherwise provided, the arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only with respect to the dispute in arbitration and shall not have any bearing on the rights and obligations of any other persons, or on the resolution of any other dispute. The arbitrator will take reasonable steps to protect your Account information and other proprietary or confidential information. Any arbitration hearing shall take place in the same city as the U.S. District Court closest to your home address, unless the parties agree in writing to a different location or the arbitrator so orders. If you seek a total recovery of \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA's or JAMS' rules. At your or

our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court with jurisdiction.

g. **No Class Action or Joinder of Parties.** You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration and no such action may be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your Account or related accounts, or parties to a single transaction or related transaction).

h. **Public Injunctive Relief Waiver.** If either you or we elect to arbitrate a dispute, neither you nor we will have the right to seek a public injunction in arbitration or in court, if such a waiver is permitted by the FAA. If any waiver of public injunctive relief in this arbitration provision (as set forth in any part of this arbitration provision) is found to be invalid or unenforceable, and that decision is not reversed on appeal, any claim for a public injunction will be decided in court after all other disputes to be decided in arbitration under this arbitration provision are arbitrated and the arbitration award regarding individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated. As set forth in "Severability" below, the invalidity or unenforceability of this paragraph will not affect the validity or enforceability of the remainder of this arbitration provision.

i. **Arbitration Costs.** We will pay the filing, administrative and/or arbitrator's fees or compensation ("Arbitration Fees") that we are required to pay pursuant to the arbitration forums' rules or the law. In addition, with respect to Arbitration Fees that you are required to pay under the arbitration forum's rules in connection with an individual arbitration you have commenced against us, if you would like us to consider paying them because you are unable to do so, you must first request a waiver or reduction of the Arbitration Fees from the arbitration forum. If the request is denied or you remain unable to pay the reduced Arbitration Fees, we will consider paying them if we receive a written request by you sent to Bank of the West Legal Department, 180 Montgomery Street, San Francisco, California 94104.

j. **Applicable Law.** You and we are participating in transactions that involve interstate commerce and this arbitration provision and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of the state governing your Account relationship apply. No state statute pertaining to arbitration shall apply.

k. **Severability.** Except as provided in "Public Injunctive Relief Waiver," if any part of this arbitration provision regarding joinder, consolidation, class actions, class arbitrations, general public or private attorney general actions is found to be illegal or unenforceable, that invalid part shall not be severable and this entire agreement to arbitrate disputes shall be unenforceable. If any other part of this arbitration provision, including "Public Injunctive Relief Waiver," is deemed to be invalid or unenforceable, that invalid part will be severed from the remainder of this arbitration provision and the remainder of this arbitration provision will be enforced.

33. Miscellaneous. By signing the Application, you agreed that:

- ◆ When we give you notice, we may give the notice by mailing it to you at the address shown in the application or at any address you may later give to us in writing;

- ◆ This Agreement will be governed by the laws of the State of Nebraska, and, as applicable, federal law, regardless of where the Purchases or Cash Advances are made.

- ◆ Our supervisory personnel may listen to and record your telephone calls to us for the purpose of monitoring and improving the quality of service you receive.

◆ You will not assign this Agreement to any other entity or person, including any purchaser of your business or any company into which you may be merged, if applicable, without our written consent.

◆ You will notify us promptly in writing of any (i) changes to your name, address, legal status or corporate structure, or (ii) the occurrence of any default on your part under the terms of this Agreement; or (iii) any litigation or claims of any kind which might subject you to any liability exceeding \$10,000.

◆ We reserve the right to waive a fee from time to time but a waiver does not mean we will continue to waive such fee in the future.