

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 Small Business Application or, as applicable, an acceptance certificate for a Business Card for Small Business (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, Over-the-Credit Limit 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 you opt-in to receive an Over-the-Credit Limit fee and the balance exceeds the credit limit, we may charge you or any Employee an Over-the-Credit Limit fee at that time of \$25 for the first violation and \$35 for each subsequent violation within the next six billing cycles. If the Over-the-Credit Limit fee is greater than the amount over the credit limit, the fee will be equal to the amount by which you exceed the credit limit. If you or the Employee does not reduce the balance below the credit limit, we may charge an additional Over-the-Credit Limit fee in the next two billing cycles. You or the Employee may cancel this election at any time and no further Over-the-Credit Limit fees will be assessed. 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, Over-the-Credit Limit fees, 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 Rates ("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. Payments must reach our BankCard Center during our regular business day in order to be credited on that date. Payments received after the cutoff times of 5:00 p.m. PT, are credited as of the following business day. If you fail to properly make payments, crediting such payments may be delayed. Your total available credit may not be restored for up to 15 days after we receive your payment.

If a payment is returned to us for any reason, we may apply a Returned Payment Fee of \$25 for the first violation and \$35 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.

8. Minimum Payment-Late Payment Fee. At least the amount of 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 \$25 for the first violation and \$35 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. 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 Over-the-Credit Limit fee and Late Payment fee (with a minimum of the lesser of \$25 or your New Balance) and any Over-the-Credit Limit amount 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 \$0.50 (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.** Purchase transactions on your Account may be subject to a fixed rate, introductory APR for a specified period of time; please refer to the Account Opening Disclosure. At the end of any applicable introductory APR, your interest rate for Purchases will apply. There is no introductory rate for Balance Transfers or Cash Advances.

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 highest Prime Rate published in the "Money Rates" table of *The Wall Street Journal*. 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 Index figure published on the second Tuesday (or on the next business day if the second Tuesday is a holiday) each month in which the Change Date occurs is called the "Current Index." 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 Current Index plus a "Rate Spread" of 11.74 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 Current Index plus a "Rate Spread" of 13.74 percentage points. The interest rate for Cash Advances on your Account is based on a variable rate equal to the sum of the Current 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 Current 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 3.00% of each balance transferred, \$5 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 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 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. If you miss a payment under this Agreement or any other obligation you owe us; or

- b. If you violate any terms of this Agreement.

If you are in Default, 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 would continue.

At our option, we may also take action short of terminating your Credit Card account. If your minimum payment (shown on your periodic statement as "Minimum Payment Due") is not received within 60 days of the Payment Due Date, ANNUAL PERCENTAGE RATE for all balances will be Variable Rate equal to the sum of the Current Index plus a "Rate Spread" of 26.74 percentage points. You will be provided with a notice 45 days in advance of the effective date of the change in ANNUAL PERCENTAGE RATE. Your payments under this Agreement, including the amount of the INTEREST CHARGE, will increase as a result of the increase in your ANNUAL PERCENTAGE RATE, and any such increase in your ANNUAL PERCENTAGE RATE will be shown on your periodic statement. We may reinstate your ANNUAL PERCENTAGE RATE to the rate set forth in this Agreement once you have met the terms of the Agreement for at least six (6) consecutive billing periods immediately following the effective date of the Penalty Rate. 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. 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.

26. 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.

27. 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.

28. 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. 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.

29. 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.

30. 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.

31. 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.