

# CARDHOLDER AGREEMENT

## Part 1: INTEREST RATES AND INTEREST CHARGES

<b>Annual Percentage Rate (APR) for Purchase</b>	<b>0%</b> introductory APR for 6 months. After that, your APR will be <b>8.20%</b> . This APR will vary with the market based on the prime rate.
<b>APR for Cash Advances</b>	<b>15.2%</b> . This APR will vary with the market based on the prime rate.
<b>How to Avoid Paying Interest on Purchases</b>	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.
<b>Minimum Interest Charge</b>	If you are charged periodic interest, the charge will be no less than \$50.

## FEES:

<b>Setup &amp; Maintenance Fees</b> ● Expense Management Module	Quoted
<b>Transaction Fees</b> ● Cash Advance  ● International	Either \$10.00 or 5.00% of the amount of each transaction, whichever is greater (minimum fee: \$10.00). 1.200% of each transaction in U.S. dollars.
<b>Penalty Fees</b> ● Late Payment ● Returned Payment	Up to <b>\$15.00</b> Up to <b>\$15.00</b>
<b>Other Fees</b> ● Card Rush ● Replacement Card ● Instant Issue ● Plan Administrator	Up to <b>\$50.00</b> Up to <b>\$10.00</b> Up to <b>\$15.00</b> Up to <b>\$27.00</b> per month for more than (two) Plan Administrators.

**How we will calculate your balance:** We use a method called "average daily balance (including new purchases)." To get the "Average Daily Balance" we take the beginning balance each day, add any new transactions made that day and any debit adjustments, then subtract any payments or credits. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance", including current transactions.

**Loss of Introductory APR:** We may end your introductory APR and apply the annual APR if you become more than 30 days late in paying your bill.

**How we will calculate your variable rate APRs:** We calculate variable APRs by adding a margin to the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal two business days (not weekend or federal holidays) before the closing date shown on your billing statement. The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied as of the first day of your billing cycle during which the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar referenced rate.

**Prime Rate:** Variable APRs are based on the **3.25%** Prime Rate as of 9/1/2021.

**Purchase APR:** For Purchase transactions, we add a Margin of **4.95%** to the Prime Rate of **3.25%**. The Purchase APR may increase or decrease each month if the Prime Rate changes.

**Cash APR:** For Cash transactions, we add a Margin of **11.95%** to the Prime Rate of **3.25%**. The Cash APR may increase or decrease each month if the Prime Rate changes.

## CARDHOLDER AGREEMENT Part 2: TERMS AND CONDITIONS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY  
AND KEEP THEM FOR FUTURE REFERENCE.

These Terms and Conditions of Use, the Interest Rates and Interest Charges provided in Part 1 above, and the Visa Business Card Agreement you entered into in connection with your application constitute the entire agreement ("Agreement") between you and us and contain the credit and payment terms and conditions for the credit card(s) (each a "Card") we issued to you. It replaces any previous terms provided to you for your Card. In this Agreement, the words "you" and "your" refer to the person or entity that signs the application or on whose behalf the application is signed. The words "we," "us" and "our" refer to the issuing financial institution, its successors and assigns.

You will be deemed to have accepted the Card and the terms and conditions of this Agreement if you sign the back of the Card or use the Card or authorize an employee to use the Card.

**1. Business purpose.** By entering into this Agreement, you have requested that we establish your business credit card account ("Account") for business use. You agree that the Account will be used only for commercial or business purposes, and not for personal, family or household purposes. In this respect, you understand that your agreement not to use the Account for personal, family or household purposes means that important duties imposed on us, and important rights conferred on consumers, pursuant to certain federal or state laws will not apply to your Account. You also understand that we will be unable to determine whether any given Card transaction conforms to a "business

purpose."

**2. Using your Card.** You may use your Card to obtain goods or services everywhere it is accepted ("Purchase") or as applicable for cash advances ("Cash Advance"). You agree to use the Card only for Purchases that are lawful and are permitted under this Agreement. Even if you use the Card for an illegal or impermissible transaction, you will be responsible for all amounts and charges incurred in connection with the transaction. **GAMBLING TRANSACTIONS PROHIBITED:** You may not use your Card to initiate any type of gambling transaction. You may not use your Card to initiate any type of electronic gambling transaction through the Internet.

We are not responsible if anyone refuses to honor the Card. We will have no responsibility for merchandise or services purchased with the Card, unless purchased from us.

For certain Card transactions, we may place a temporary hold on your Account equal to the authorization amount submitted by the merchant until we receive the final settlement amount from the merchant (or the hold is released). For many transactions, the authorization amount will be for the amount of the Purchase. However, for some transactions the merchant may not know the actual amount of the Purchase at the time of the authorization (for example, restaurant purchases, car rentals or hotel Purchases) and the authorization amount may be less or more than the actual amount of the transaction. Card Purchase transactions usually settle with the merchant (and the hold is released) within three business days after the transaction is authorized, but in some cases this may take longer.

**3. Promise to pay.** In return for our extending credit to you on your Account from time to time, you promise to pay us in U.S. dollars the total amount of all Purchases, Cash Advances, INTEREST CHARGES, and other fees or charges that may be due as shown on your Billing Statement. If you pay in other than U.S. dollars, except where prohibited by applicable law, we may refuse to accept the payment or we may charge your Account the costs to convert your payment to U.S. dollars. Payment by check must be drawn on funds on deposit in the U.S. To the extent permitted by applicable law, we can accept late payments, partial payments, or checks and money orders marked "Payment in Full" without losing any of our rights under this Agreement, and you agree to our reservation of rights under such circumstances. Payments received by 5:00PM CT at the address shown on the Billing Statement on a business day will be credited to your Account on the date received. Payments received after 5:00PM CT or on a non-business day (Saturday/Sunday/Holiday) will be credited to your Account on the next business day.

We will be unable to determine whether any Purchase or Cash Advance charged on the Account was in fact authorized by and for the benefit of the business for which the Account was established. You agree that your promise to pay will apply to all Purchases and Cash Advances on the Card whether or not the transaction(s) was in fact authorized by and for the benefit of your business.

**4. Minimum payment due.** You may pay all or any part of your outstanding balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date reflected on each Billing Statement, even if you paid more than the Minimum Payment Due in any previous month. In all cases, the Minimum Payment Due will be rounded to the next highest whole dollar amount and reflected as such on each Billing Statement. Any past due amount and/or any amount exceeding your credit limit may be included in the Minimum Payment Due.

**5. Interest charges.** You shall pay Interest Charges as shown on the Billing Statement(s), for each billing period in which there is a Cash Advance, or the Previous Balance is not paid in full prior to the Closing Date shown on the Billing Statement. For Cash Advance fees, please see the Interest Rates and Interest Charges Disclosure Table. We figure the Interest Charges on your Account by applying the monthly Periodic Rate to the entire "Balance Subject to Interest Rate." The additional charge for Cash Advances shall not apply to any Cash Advance obtained under a separate credit agreement with you. The "Balance Subject to Interest Rate" is the "Average Daily Balance," of the Account

(including current transaction). To get the "Average Daily Balance," we take the beginning balance of the Account each day, add any new Cash Advances, Purchases and other charges, and subtract any payments or credits, unpaid late charges, unpaid membership fees and unpaid Interest Charges. This gives us the daily balance. Then, we add up all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance." Interest Charges for Purchases begin on the date the purchase is posted to the Account unless the Previous Balance shown on the Billing Statement is paid in full prior to the Closing Date of the statement. Purchases made during the Billing Statement and the Previous Balance will be excluded from the calculation of the "Average Daily Balance" if the Previous Balance shown on the front of the Billing Statement was paid in full prior to the Closing Date of the statement. The Interest Charges for Cash Advances begin on the date the advance is posted to the Account. You may avoid additional Interest Charges on an Account by paying in full the New Balance shown on the Billing Statement within 25 days after the Closing Date for that statement.

**6. Billing Statement.** Each month that there is an outstanding balance on the Account, we will send you a Billing Statement as of the closing date of your billing cycle. The Billing Statement will include transactions for all Cards issued to employees. Purchases, Cash Advances, payments, Interest Charges and other fees and charges, and any adjustments or credits posted to your Account since the closing date of your previous statement will appear on your Billing Statement. You must pay at least the Minimum Payment Due by the Payment Due Date shown on the statement. The payment Due Date is at least 25 days after the closing date of the billing cycle appearing on the Billing Statement.

You must notify us immediately of any change in the mailing address to which we send Billing Statements.

**7. Billing Errors.** You agree to accept Billing Statements that we mail you as being correct unless you notify us in writing of alleged errors within 14 days. If you have notified us that an amount is in dispute, you need not pay that amount until the dispute is resolved. However, you must pay at least the required Minimum Pymt Due unless entire statement balance is in dispute.

**8. Default.** We may consider your Account in default if any of the following events occur: (a) you fail to make a required payment within 30 days after it becomes due; (b) you use your Account or Card in excess of the credit limit; (c) you make any material representation to induce us to extend credit which proves untrue; (d) if you are a natural person, you die; (e) if you are an organization, you cease to exist; (f) if you are an organization, you change your legal structure so that the person obligating the organization to this Agreement is no longer authorized to bind it to legal agreements; (g) you breach any of the terms of this Agreement; or (h) your bankruptcy, insolvency, fraud or misrepresentation. If we determine that an event of default has occurred, we shall have such rights and remedies as are available to a creditor under any applicable federal or state law, including but not limited to the right to close your Account, revoke the privileges attaching to any or all Cards, accelerate payment and demand the total outstanding balance to be paid. We do not have to notify you or demand payment to take these actions, unless applicable law requires that we give notice of a right to cure your default.

**9. Costs of collection.** You agree to pay all costs of collecting the amount you owe under this Agreement, including court costs and reasonable attorneys fee, as permitted by applicable state law.

**10. Amendments and change in terms.** We have the right to change the terms of this Agreement, including the Interest Rates and Charges from time to time. Notice of any change will be given in accordance with applicable law. If permitted by law, the change will apply to your existing Account balance as well as to future transactions.

**11. Notification of change in legal structure, officers or owners.** If you are an organization, you agree to notify us within 10 days of any change in your legal structure or any change in your officers or owners.

**12. Indemnification.** You agree to indemnify and hold us harmless from and against any and all losses, claims, damages, liabilities, judgments or amounts

paid in settlement (or actions, suits, proceedings or investigations in respect thereof) including reasonable attorneys' fees, resulting from, relating to or arising out of this Agreement except to the extent such losses result from our gross negligence or willful misconduct.

**13. Governing law.** Unless otherwise stated, all transactions are final only when accepted by us. Transactions and this Agreement are and shall be construed as contracts subject to applicable federal law and the laws of Iowa or Illinois where our main office is located.

**14. Dispute resolution.** Any controversy or claim between us arising out of or relating to this Agreement, other than collection by us of amounts due under this Agreement, shall be determined by binding arbitration. You agree and understand that there is no right to trial by jury and the arbitrator will have no authority to award punitive damages or other damages not measured by the prevailing party's actual damages. The arbitration will be conducted (a) in the metropolitan area where the Account is held; (b) before one arbitrator designated by you and us, or if we cannot agree on the designation of an arbitrator within 60 days of a request by either party for binding arbitration, by an arbitration association; (c) in accordance with the United States Arbitration Act (Title 9 of the United States Code), notwithstanding any choice of law provision in this Agreement; and (d) under the arbitration rules in effect at the time of the filing of the demand for arbitration. The arbitrator's award will be final and in writing and will include a statement of the reasons for the award. Judgment upon the award may be entered in any court having jurisdiction.

**15. Miscellaneous.**

(a) If any provision of the Agreement is determined to be unlawful or unenforceable for any reason, the remainder of the Agreement will remain enforceable;

(b) We can choose not to exercise or to delay enforcement of our rights without losing any of them;

(c) We may send Account materials (Cards, Billing Statements and notices) to any person listed on your Account, and that person will be responsible for delivering those materials to the other person authorized to use your Account. Notice to any one of you will be considered notice to all of you;

(d) Cards are issued with an expiration date. We have the right not to renew your Account. Without limiting our rights provided in the section of this Agreement entitled "Default," we have the right to revoke the privilege attached to any or all Cards, cancel the Cards and terminate this Agreement as to future Purchases at any time for any reason. All Cards are our property. You agree to immediately surrender all Cards to us or our designee upon demand;

(e) We may sell, assign or transfer your Account or any portion of it without notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent.