



Commercial Card Programs Master Agreement

The terms to this Agreement ("Agreement") are for use to govern the BusinessCard or Corporate Card Programs ("Program") offered by People's United Bank, N.A. ("Bank"). This Agreement is entered into by and between Bank and the entity identified herein and executing an Application ("Customer"). This Agreement will become effective upon approval by Bank ("Effective Date") and supersedes any previous and like agreement(s) with Customer.

1. CREDIT PROVISIONS.

- A. **Financial Information.** Customer shall provide information as requested by Bank to perform periodic credit reviews, unless such information is publicly available or available through People's United Financial, Inc., or any of its subsidiaries. If requested, Customer shall provide audited financial statements, prepared by Customer's independent certified public accountant, as soon as available and in any event not later than one hundred twenty (120) days after the end of each fiscal year of Customer. In the event Bank requires additional information to conduct its review of Customer, Customer shall provide to Bank such other information regarding the business, operations, affairs, and financial condition of Customer as Bank may reasonably request. Such information may include, but is not limited to, unaudited financial statements, and other formal documentation.
- B. **Affiliates.** Customer's wholly owned Affiliates may participate under this Agreement upon completion and execution of an applicable addendum and upon Bank's approval of such addendum. Affiliates approved for participation are known herein as "Participant(s)".
- C. **Credit Limits.** Bank shall establish a credit limit for all Accounts (each, a "Credit Limit" and collectively, the "Credit Limits"). Customer may request a change in a Credit Limit; Bank, at its discretion, shall have the right to revise a Credit Limit. Bank may permit Customer or a Cardholder to exceed a Credit Limit, at its discretion; any transaction exceeding a Credit Limit shall incur an Overlimit Fee.

2. CARD PROGRAMS.

- A. **Programs.** Bank may provide the following Programs to Customer and its Cardholders.
 - i. **Cards.**
 - a. **Mastercard BusinessCard & Accounts.** The Mastercard BusinessCard & Accounts (the "BusinessCard") are designed to be used for travel and entertainment related expenses and goods and services related to the business activities of Customer.
 - b. **Mastercard Corporate Multi Card & Accounts.** The Mastercard Corporate Multi Card & Accounts (the "Corporate Card"), are designed to combine the capabilities of a travel/expense card and purchase card on a single Account, for travel and entertainment related expenses and goods and services related to the business activities of Customer, while providing increased information and control tools to manage cards and Accounts.
 - ii. **Additional Services.** Additional Services provided by Bank are listed on the attached Addendum(s), and may be selected on the Enrollment and Service Form. Customer elections may be added from time to time by completing and executing the form set forth in [Exhibit A](#), subject to the terms of this Agreement.
- B. **Card and Account Issuance.** Upon approval of this Agreement, Bank will issue Cards and establish Accounts as identified herein for Customer and/or Participants, at Customer's or Participant's request. Customer and/or Participant will designate, in a manner specified by Bank, which employees should receive Cards. All Accounts established and Cards issued are for business purposes only and will be subject to the terms of this Agreement and any Addendum and Cardholder Agreement provided to Cardholder. The Cardholder Agreement may be amended from time to time without notice to Cardholder; Cardholder will receive notification of any material change to the Cardholder Agreement that affects Cardholder's rights or obligations.
 - i. **Cards.** Bank will establish Accounts and issue Cards with corresponding Account numbers to Cardholders as directed by Customer and/or Participant, and as stated herein. Customers may request cards with PINs by contacting Bank. Purchases, Transactions and Debt are charged to the Account by use of the Card at the point of sale. Purchases, Transactions and Debt may also be charged to Accounts by Cardholders through online platforms or by telephone.
 - ii. **Card Delivery.** Bank will issue Cards and/or Accounts directly to Cardholders to the Customer-designated mailing address unless Customer provides Bank alternative guidance.
 - iii. **ATM Access/Cash Advances.** Bank may provide access to Cash Advances through owned and participating bank Automated Teller Machines and Association member offices. Bank may establish predetermined Cash Advance limits for Cardholders, if Customer elects to use Cash Advances. Bank may suspend or terminate Cash Advance access for Cardholders, in the event Bank determines that continued access presents a risk of loss or liability to Bank or Customer. In order to access cash through an ATM, Customer will need to request PINs for Cardholders by contacting Bank.
- C. **Billing and Payment.** Customer shall pay the amount due on the Statement by the Due Date.
 - i. **Billing.** Each Transaction is posted to an Account. Customer may receive Account Statements in the following formats:
 - a. **Individual Statements Billing.** Cardholders will receive an account Statement at the conclusion of each Billing Cycle. This option is only available for BusinessCard customers.
 - b. **Combined Statement Billing.** Transactions are billed directly to a Control Account. Customer will receive one or more combined Statements at the conclusion of each Billing Cycle for all Cardholder Transactions. For Transactions posted to a Cardholder Account and rolled up to a Control Account, the Cardholder receives a memo Statement showing his/her respective Transactions but with no amount due. Customer receives a consolidated Statement, which includes the total amount due for all Cardholder Accounts and is responsible for ensuring the balance due on the Statement is paid by the Due Date.
 - ii. **Billing Disputes.** Billing disputes must be communicated in writing to Bank at the address specified herein or the address provided on the Statement. Bank must receive written communication of a dispute within sixty (60) days of the date on the Statement on which the disputed or allegedly incorrect Transaction first appeared. Association regulations govern the resolution of all billing disputes. Any charges determined to be Fraudulent Charges shall be credited back on the account on which they were billed.
 - iii. **Trailing Transactions.** Upon cancellation of an Account, Customer must cancel the billing of all recurring Transactions to the Account.

- iv. **Delinquency.** If the amount shown on the Statement as the current amount due has not been paid to Bank by Customer and/or the Cardholder by the Due Date, Bank has the following rights:
 - a. **Suspension.** Bank may suspend any Account that is delinquent for a period exceeding two (2) Billing Cycles.
 - b. **Cancellation.** Bank may cancel any Account that is delinquent for a period exceeding three (3) Billing Cycles.
 - c. **Late Fees.** If Customer fails to pay an invoice by the due date, Bank may assess a late payment fee. Customer must then pay the outstanding amount due, plus the late fee. Customer will also have to pay additional late fees on any funds which remain unpaid from the previous billing period and the late fees may increase if Customer continues to miss payments. Please refer to Exhibit A to the Terms and Conditions for specific fee amounts and interest rates.
 - d. **Collection Fees.** Bank may recover any reasonable legal fees and/or other expenses incurred in collecting any delinquent amount on a cancelled Account.
 - e. **Charge-offs.** Bank may charge-off any amount due to Bank or its affiliates by Customer or Customer's Cardholder(s) in the month when that amount is unpaid for not less than one hundred twenty (120) days after the date that it was first due and is not paid by the end of the same month. Payment made on an Account after charge-off is applied to outstanding Debt as a charge-off recovery.
 - f. **Set-Offs.** In addition to the other remedies provided in this Agreement or by law, upon any delinquency or Default and thereafter while any Default is continuing, Bank is hereby authorized to set off any amounts owed by Customer to Bank against any or all property, deposits or credits of Bank that are held by Bank, regardless of the existence or adequacy of any collateral, guaranty or other security, right or remedy available to Bank.
- v. **Liability.** Customer is solely liable to Bank for all billed Transactions. Customer shall immediately notify Bank of any of the following events and provide Bank with sufficient information as may be requested by Bank for Bank to act on such notifications.
 - a. Termination of employment of any Cardholder;
 - b. Any lost or stolen Card;
 - c. Any compromised Account; or
 - d. Any compromised information regarding Cards, Accounts and/or other sensitive data including, but not limited to, Account numbers, PINs, passwords, or Cardholder information. Failure of Customer to provide notification may result in the liability of Customer to pay for Transactions on such Cards and/or Accounts. Notwithstanding anything to the contrary herein, Customer may be liable for all Transactions that occur once Accounts are in Customer's possession.
- vi. **Merchant Category Disclaimer.** Bank may restrict usage of its Programs to selected Merchants based on Merchant Category Code and upon Customer's request. In order to implement such restrictions, Customer must notify Bank in writing. The following disclaimers apply:
 - a. **Limitation of Liability.** Bank can only enforce Merchant Category Code restrictions to the extent it receives accurate Merchant Category Code data with the Transaction authorization request. Bank is not liable for Transactions declined or approved contrary to Customer's intent as a result of inaccurate Merchant Category Codes.
 - b. **Incorrect Merchant Category Codes.** To the extent Customer believes a Merchant has not been assigned an accurate Merchant Category Code, Bank will advise the Association of the inaccuracy. Whether or not the Merchant Category Code is changed is dependent upon applicable Association regulations.

3. SECURITY AND CONFIDENTIALITY.

- A. **Security.** Bank, Customer and its Affiliates and Participants will safeguard information regarding Cards, Account numbers, passwords, PINs, and other sensitive information provided by Bank in a manner that is no less stringent than those applicable to each Party's own proprietary information. Each Party will utilize each Party's respective industry standards to maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of Confidential Information.
- B. **Confidentiality.**
 - i. **Confidential Information.** For purposes of this Agreement, "Confidential Information" means information supplied by one Party ("Disclosing Party") to the other Party ("Recipient") that is expressly or implicitly protected from unrestricted use by persons not associated with Disclosing Party.
 - a. **Confidential Information.** The Program is a unique service involving the exchange of proprietary and/or Confidential Information between the Parties. Program reports, manuals, documentation, and related materials shall be circulated by only to the extent necessary for Customer, its Affiliates and Participants to manage the Program and/or use such information in connection with Customer's business.
 - b. **Customer Confidential Information.** Non-public financial information of Customer and any non-public data regarding Customer Accounts, Transactions, charges, spending volume or repayment terms is Confidential Information of Customer and such information will be shared by Bank only to the extent necessary for Bank to offer the Program.
 - c. **Other Confidential Information.** The terms of this Agreement, including, but not limited to any pricing, rebate or related terms constitute Confidential Information.
 - ii. **Restriction.** Recipient will take all reasonable steps to safeguard Disclosing Party's Confidential Information and to not release such information to any person.
 - iii. **Care.** Recipient will provide the same care to avoid an unauthorized disclosure, misuse, alteration or destruction of Confidential Information of the Disclosing Party as it provides to protect its own similar proprietary information, but in no event, less than a reasonable standard of care.
 - iv. **Relief.** Because damages may be difficult to ascertain, in the event of any violation of this Section, without limiting any other rights and remedies of each other, an injunction may be sought against the Party who has breached or threatened to breach this Section by the non-breaching Party.
 - v. **Exceptions.** The Parties may use and disclose the other Party's Confidential Information for the following purposes:
 - a. **Association Operations Regulations.** Bank and Customer may use and disclose such Confidential Information of the other to the extent necessary in connection with the Programs as may be required by Association Operating Regulations.
 - b. **Legal and Regulatory Requirements.** Bank and Customer may use and disclose Confidential Information of the other to legal authorities, agents, auditors or regulators of Bank and Customer, respectively, or as otherwise may be required by law, rule or regulation.

- c. **Summarized Data.** Bank and Customer may use and disclose Data to any Person or third party to the extent that such Data is aggregated, summarized, or otherwise presented in a manner that does not directly or indirectly identify such Data as attributable to Bank, Customer, its Affiliates, and/or Cardholders.
- d. **Archived Data.** Bank and Customer are entitled to retain Confidential Information of the other for archival purposes as required in accordance with applicable law, rule or regulations.
- e. **Third Parties.** Customer acknowledges that portions of its Account and Transaction data are captured by third parties, including, but not limited to the Association, third-party service providers, Merchants, and Merchant processors, during the course of normal business operations and that the confidentiality provisions of this Agreement do not extend to such third parties.

4. TERM AND TERMINATION.

- A. **Agreement Term.** This Agreement will commence as of the Effective Date, and remain in effect for each Program and selected Additional Service ("Agreement Term") and continue thereafter for each Program or Additional Service selected until terminated by Customer or Bank upon ninety (90) days prior written notice to the non-terminating Party. During the Agreement Term neither Customer nor Bank may terminate this Agreement, in whole or in part, except by mutual consent or as otherwise provided under this Section.
- B. **Termination for Cause by Either Party.** Either Party has the right to terminate this Agreement immediately in its entirety or with respect to any Program and/or Additional Service provided under the applicable Addendum by providing written notice of such termination to the other Party, upon one or more of the following events:
 - i. Dissolution or liquidation of the other Party, or Parent thereof, if applicable;
 - ii. Insolvency of, the filing of a bankruptcy or insolvency proceeding with respect to, or the appointment of a receiver or trustee for the benefit of creditors of, the other Party, or Parent thereof, if applicable or the other Party enters into any other similar proceeding or arrangement for the general benefit of its creditors;
 - iii. Any failure to perform a material obligation of this Agreement;
 - iv. If any material statement, representation or warranty of a Party, its Affiliates or Parent at any time furnished to the other Party is untrue in any material respect when made;
 - v. A material breach of any other agreement entered into by the Parties.
- C. **Termination for Cause by Customer.** Customer also has the right to terminate this Agreement in its entirety or with respect to any Program and/or Additional Service provided under the applicable Addendum by providing ten (10) days prior written notice of such termination to Bank upon Bank's reduction of a Credit Line under this Agreement has materially and adversely affected Customer's utilization of any Program or the Program.
- D. **Termination for Cause by Bank.** Bank has the right to terminate this Agreement in its entirety or with respect to any Program and/or Additional Service provided under the applicable Addendum by providing ten (10) days prior written notice of such termination to Customer upon one or more of the following events:
 - i. Customer's merger, sale, or transfer of all or substantially all of its assets that causes a material change to Customer's business and/or financial condition.
 - ii. Any default under this Agreement or any other Agreement between Bank and Customer or an affiliate of Customer.
 - iii. A material adverse change in the business prospects or financial condition of Customer.
 - iv. Bank's determination that provision of services under this Agreement, in Bank's sole discretion, is counter to any newly established or change in existing enforcement of law, regulation or regulatory interpretation or anticipated regulatory interpretation.
- E. **Effect of Termination.** Upon termination of this Agreement with respect to any Program and/or Additional Service provided under the applicable Addendum, or termination of this Agreement in its entirety, all applicable Cards, Accounts, and related services will be deemed canceled as referenced in such termination notification. Cancellation will be effective upon notification of termination to the other Party as referenced herein. Upon termination, Customer will instruct all Cardholders to destroy their Cards and/or any records of Account numbers. Bank will terminate all applicable services thereunder upon a stated termination date. Customer will remain liable for all Debts arising from the use of a Card and/or Account prior to the termination date.
- F. **Surviving Rights.** Rights, obligations and/or liabilities that arise prior to the termination of this Agreement with respect to any Program and/or Additional Service provided under the applicable Addendum, or termination of this Agreement in its entirety, will survive any such termination.

5. OTHER TERMS AND CONDITIONS.

- A. **Compliance with Applicable Statutes and Regulations.** The Parties shall maintain compliance with all statutes and regulations applicable to the products and services contemplated under this Agreement, including but not limited to the following:
 - i. **USA PATRIOT Act.** IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person (individual, corporation, partnership, trust, estate, or any other entity recognized as a legal person) who opens an account. In order to comply with the requirements of the USA PATRIOT Act, Bank may require the Customer to provide its legal name, street address, taxpayer identification number and other information that will allow Bank to identify Customer prior to establishing accounts under, or in connection with, this Agreement. Bank reserves the right to require that Customer promptly provide to Bank, sufficient identification documentation upon request and in connection with USA PATRIOT Act compliance. Additionally, Bank will require each Cardholder's name and date of birth in order to ensure Bank may issue a Card to the Cardholder.
 - ii. **U.S. Economic Sanctions.** Prior to establishing accounts under, or in connection with, this Agreement, Bank may require Customer to ensure its Cardholders are not included on any economic sanction list, or provide identifiable information on the Customer's Cardholders to allow Bank to remain in compliance with U.S. economic sanctions. Customer agrees to promptly provide any such information to Bank.
- B. **Customer Obligations Regarding Affiliates.** Customer will be liable to Bank for all obligations of each Affiliate arising under or related to the Agreement. Customer waives any defenses and claims of a surety or guarantor with respect to all such obligations and acknowledges Bank's right to recover payment from Customer with respect to such obligations without first seeking payment from an Affiliate. Without limiting the foregoing, Customer is responsible for all fees payable to Bank under the Agreement by any Affiliate.
- C. **Intellectual Property.** Customer and Bank each recognizes that it has no right, title or interest, proprietary or otherwise, in or to the name or any logo, or Intellectual Property owned or licensed by the other. Neither Party will use the name, any logo, nor Intellectual Property owned or licensed by the other without prior written consent of the other Party.

- D. Foreign Transactions.** Customer agrees that foreign transactions will be converted to U.S. dollars before being entered on the account. The currency exchange rate will be set by Mastercard and is based upon the prevailing rate at the time of conversion. Bank will pass through to Customer any Mastercard currency conversion fee which represents a percentage of the purchase amount charged on foreign transactions.
- E. No Third Party Beneficiaries or Claims.** Any Program provided pursuant to this Agreement is for the sole and exclusive benefit of Customer and no other persons or organizations have any rights and/or remedies arising under or in connection with this Agreement.
- F. Indemnification.** The Parties' indemnification obligations under this Agreement are as follows except as otherwise provided herein and/or provided to the contrary in any Addendum:
- i. Customer and Bank Indemnification.** Customer and Bank indemnify and hold the other harmless against all losses, damages, costs, expenses and liability that may directly result from (a) the gross negligence, willful act or willful omission of Customer, Bank, or each Party's representatives, successors or permitted assigns, or (b) any breach by Customer or Bank of any material provision of this Agreement that is not cured by such Party within sixty (60) days of the breaching Party's receipt of written notice from the non-breaching Party of such breach, except to the extent that any such losses, damages, costs, expenses and liability is due or attributable to the gross negligence or willful acts or omissions of the non-breaching Party, or its Affiliates or Participants.
 - ii. Intellectual Property Indemnification.** Each Party indemnifies and hold the other Party harmless against third-party demands, claims, suits, or proceedings alleging infringement of any Intellectual Property by such Party arising out of or incidental to this Agreement, except to the extent that injury is due to the other Party's negligent or intentional acts or omissions.
- G. Limitation of Liability.** Neither Customer nor Bank, nor any Party's affiliates, representatives, or assigns are in any event liable to the other Party for any consequential, special, indirect, or punitive damages of any nature (including lost profits) even if such Party had been notified of their possible existence.
- H. Representations and Warranties.** Each Party represents and warrants that:
- i.** This Agreement is a valid, binding and enforceable agreement;
 - ii.** The execution of this Agreement and the performance of the obligations hereunder are within such Party's powers; have been authorized by all necessary action; do not require action by or approval of any governmental or regulatory body, agency or official; and do not constitute a breach of any material agreement of such Party;
 - iii.** The execution of this Agreement and the performance of the obligations hereunder will not cause a material breach of any duty arising in law or equity;
 - iv.** The transaction contemplated by this Agreement is within the scope of the normal course of business and does not require further authorization for such Party to be duly bound by this Agreement; and
 - v.** As of the date of this Agreement, such Party possesses the financial capacity to perform all of its obligations under this Agreement. The failure of any of the above representations and warranties to be true during the term of this Agreement will constitute a material breach of this Agreement and the non-breaching Party will have the right to terminate this Agreement in accordance with Section 4.B.iv. Except as expressly provided herein, Bank makes no warranties, express or implied, in law or in fact, including, without limitation, the implied warranties of fitness for a particular purpose and of merchantability, either to Customer or to any other person or third party, with respect to Customer's Program provided by Bank or its representatives or with respect to software services provided or made available to Customer or any other person for its use by Bank in connection with this Agreement and any services thereunder.
- I. Precedence of Terms and Conditions.** In the event of a conflict or inconsistency between an Addendum and this Agreement, the applicable Addendum will prevail to the extent necessary to remove the conflict or inconsistency
- J. Modification or Amendment.** This Agreement, including any fees, may be modified or amended from time to time by Bank, at its sole discretion. Bank shall provide notice to Customer of any material modification, including the addition of, or any adjustment to, any fee, by including information in the billing statement prior to the modification or amendment taking effect.
- K. Severability.** Should any provision of this Agreement be declared invalid for any reason, such declaration will not affect the validity of any other provision of this Agreement, which will remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The Parties will use their commercially reasonable efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the Parties.
- L. Non-Waiver.** The failure of Bank or Customer to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement will not constitute a waiver of this Agreement by such Party with respect to any other or subsequent breach hereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof.
- M. Binding Effect and Assignment.** This Agreement will be binding upon and inure to the benefit of each Party and their respective successors and assigns; provided, however, that this Agreement may not be assigned by Customer or its Affiliates without the prior written approval of Bank, which shall not unreasonably be withheld or delayed.
- N. Interpretation of this Agreement.** The Parties agree this Agreement will not be construed more strongly against either Party regardless of which Party is more responsible for its preparation. This Agreement constitutes the entire agreement between the Parties concerning the matters addressed in this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. Headings are inserted for reference only and will not affect the construction or interpretation of this Agreement.
- O. Notice and Communication.** All notices, requests and other communications provided for hereunder must be directed, for (i) Bank at Two Burlington Square Plaza, Burlington, VT 05401, attn.: Business Card Services, or at businesscard@peoples.com, and (ii) Customer, at addresses indicated on the Enrollment and Service Form, and unless otherwise specified herein, must be in writing, postage prepaid or hand delivered, except notices relating to individual Cards and/or Accounts.
- 6. DEFINITIONS.** All capitalized terms used in this Agreement not defined elsewhere are defined herein and will have the following meaning:
- i. "Account"** means any account established by Bank pursuant to this Agreement in the name of Customer, its Affiliates, Participants and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued in conjunction with such account.
 - ii. "Additional Services"** means any additional services offered in conjunction with an Account.
 - iii. "Affiliate"** means, in respect of any Person, a Person that directly or indirectly controls, is controlled by, or is under common control with, the Person specified.
 - iv. "Enrollment"** means the Enrollment and Service Form completed by Customer whereby Customer provides certain information, requests credit from Bank, and agrees to the terms of this Agreement.

- v. **"Association"** means Mastercard® USA, Inc. or Mastercard International.
- vi. **"Billing Cycle"** means the period of time from which a Statement is generated until the next Statement is generated.
- vii. **"Card"** means, in connection with an Account, any commercial charge card issued by Bank pursuant to this Agreement in the name of Customer, its Participants, and/or Cardholders.
- viii. **"Cardholder"** means an individual employee of Customer and/or its Participants, named as the holder of a Card.
- ix. **"Cardholder Agreement"** means the standard-form agreement between Bank and a Cardholder.
- x. **"Cash Advance"** means an advance of cash in the form of cash, that, if permitted according to the terms of this Agreement, is charged to an Account.
- xi. **"Charge"** means any Transaction posted to an Account that has a debit value, including without limitation, Purchases and Fees.
- xii. **"Control"** or **"Controlled"** means, with respect to a Person, the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership, membership or other ownership interests, by contract or otherwise) of such Person.
- xiii. **"Data"** means information connected with or to Accounts and/or Transactions associated with the Program.
- xiv. **"Debt"** means all amounts charged to an Account including without limitation all amounts related to Charges that are owed to Bank by Customer, its Affiliates, and/or Participants.
- xv. **"Due Date"** means, with respect to a Statement, the date, as measured by the number of days after the date of the Statement, by which the payment of Debt that is listed on the Statement is due.
- xvi. **"Fees"** means all fees that are posted to an Account and due and payable to Bank by Customer, its Affiliates, Participants, and/or its Cardholders that are associated with any Program, including but not limited to Cash Advance, Foreign Transaction, Finance Charges, Late Fees and Overlimit Fees.
- xvii. **"Finance Charge"** means the periodic charge assessed against outstanding debt.
- xviii. **"Foreign Transaction Fee"** means the fee Bank charges on the amount of any Debt or other Transaction posted to an Account that is not in the same currency in which the Account is billed and which must be converted to the currency used for billing purposes.
- xix. **"Fraudulent Charges"** means any Charges which are not initiated, authorized or otherwise requested by Customer, its Affiliates, and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Customer, its Affiliates, and/or a Cardholder.
- xx. **"Intellectual Property"** or **"Intellectual Property Rights"** means any patent rights, copyrights, trade secrets, trade names, service marks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, enrollments, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.
- xxi. **"Late Fee"** means the fees associated with any Debt that remains unpaid to Bank by Customer and/or Participants after the Due Date on the Statement.
- xxii. **"Merchant"** means any entity that has entered into an agreement that governs the acceptance of Cards.
- xxiii. **"Merchant Category Code"** means the code established by the Associations that identifies and classifies goods or services offered by a Merchant. Each Merchant designates its Merchant Category Code to the Association.
- xxiv. **"Overlimit Fee"** means a fee Bank may assess each time a Cardholder exceeds their Card Credit Limit, or when Customer exceeds its Credit Limit
- xxv. **"Parent"** means any Person that Controls a Party.
- xxvi. **"Participant"** means any entity designated by Customer to participate in the Program.
- xxvii. **"Party"** means any one of Bank or Customer.
- xxviii. **"Past Due Balance"** means, with respect to a Statement, the total amount of any Debt which remains unpaid to Bank by Customer, its Affiliate and/or Cardholder after the Due Date specified on such Statement.
- xxix. **"Person"** means any corporation, company, limited liability company, general partnership, limited partnership, limited liability partnership, unincorporated association, trust, joint venture, estate or other business or judicial entity or any governmental body.
- xxx. **"Program"** means, respectively, the BusinessCard or the Corporate Multi Card.
- xxxi. **"Program Administrator"** means the person designated by Customer with authority and access to manage Customer's Program, and identified by Customer to Bank.
- xxxii. **"Purchase"** means a purchase of goods and/or services that is charged to an Account.
- xxxiii. **"Statement"** means, with respect to one or more accounts, a periodic billing statement from Bank listing all Transactions posted to such Accounts.
- xxxiv. **"Transaction"** means any activity posted to an Account, both debit and credits, including but not limited to Purchases, Cash Advances, Fees and payments.

Customer certifies to Bank that the person executing this Agreement (1) is authorized by Customer in accordance with its organization rules and applicable law to bind Customer to this Request Form and Terms and Conditions, (2) has the authority to incur Debt in the name of Customer, (3) is an officer of Customer, and (4) is acting in his or her capacity as an agent of Customer.

Exhibit A to Master Agreement
Additional Services Terms and Conditions

The following terms and conditions shall apply to the Agreement between Bank and Customer upon its selection of any applicable Additional Services, subject to the costs and fees set forth in the Application.

1. **Smart Data Generation** 2. Bank may provide access to Mastercard online expense management tools and applications (“Smart Data”). Customer must complete the information set forth in the Application. Customer acknowledges and agrees this is a third party service, and that Bank does not control SmartData. Bank is not liable for, and does not make any representation or warranty concerning SmartData, including its continued availability.
2. **Virtual Account Payment.** Bank may provide access to establish Accounts without the issuance of a physical Card (“Virtual Accounts”), in Customer’s or Participant’s name, upon Customer’s or Participant’s request. Customer must be enrolled in Smart Data in order to use Virtual Accounts. Virtual Accounts may be established by Bank for Customer or Participant for a single use or for ongoing use. Purchases and Transactions are charged to Virtual Accounts solely at Customer’s or Participant’s instruction. Virtual Accounts are established as an alternative to physical Cards in the Program. Virtual Accounts include, but are not limited to single use accounts and/or reusable accounts with pre-authorized limits that are established at Customer’s request. All Virtual Accounts are Corporate Liability, Central Billing only.
3. **Real-Time Account Maintenance.** Customer may enroll in “Real Time Account Maintenance”. Upon enrollment in such program, Customer shall designate one or more employees (each, a “Program Administrator”) to serve as the primary point of contact between Customer and Bank, who may be trained and credentialed to (i) access and view all accounts, transaction details, and statements, (ii) add new accounts (within Customer’s Credit Limit), (iii) adjust an account’s Credit Limit within Customer’s overall Credit Limit, (iv) manage certain restrictions on cards, and (v) administer Customer information. Customer agrees Bank may rely upon direction from a Program Administrator with respect to, and Bank shall not be liable for, any act or omission based upon such reliance.
4. **Spend Optimization Tool (Smart Optimizer).** The Mastercard Spend Optimization Tool (“Smart Optimizer”) is intended to identify client vendors which accept Mastercard credit transactions for payments. Customer agrees Bank and Mastercard may share certain information with vendors necessary to support Smart Optimizer, including Customer name and Customer business (but such information shall not contain Customer Confidential Information).
5. **Customized Creation of Cards.** Customer may create Cards with a customized image selected by Customer. Upon selection of customized cards, Customer grants Bank a royalty-free, non-exclusive, worldwide, revocable license to use the trademark(s) and/or logo(s) provided to Bank for the purpose of the digital image feature appearing on the customized card requested by Customer. Customer agrees to provide Bank the digital image requirements as defined by the Bank; Bank does not guaranty any image requested by Customer will be reproducible on a Card. Customer understands and agrees that Bank uses third party vendors for this customization feature along with business credit card issuance. Customer understands and agrees that this customization feature is an option Bank currently offers and is subject to change or discontinuation at any time.
6. **Export Transaction File.** Customer may request to receive a direct Credit Card Transaction File that is sent directly from MasterCard to the designated end point. The Service is an electronic card management system provided by Mastercard that is intended to provide Customer with data in an electronic format, concerning transactions made using cards.