**ZIONS BANCORPORATION, N.A.**

**COMMERCIAL CARD PROGRAM**

**Master Agreement**

This Commercial Card Program Master Agreement (the **"Agreement"**) is dated as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, between

(individually and collectively hereafter, the **"Company"**) and **Zions Bancorporation, N.A.** whose address is Attn: Commercial Card Department, 1 South Main Street, Salt Lake City, Utah 84133. Zions Bancorporation, N.A. (**“Bank”**) is a single banking entity that operates through divisions, including: **Amegy Bank, California Bank & Trust, The Commerce Bank of Oregon, The Commerce Bank of Washington, National Bank of Arizona, Nevada State Bank, Vectra Bank Colorado,** and **Zions First National Bank**. The specific division through which Bank enters into this Agreement with Company is stated on the Cards and billing statements to be issued by Bank. For purposes of this Agreement, including any notices hereunder, the address for each Company or all Companies is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**RECITALS**

WHEREAS, Bank is a member and licensee of Visa U.S.A., Inc. (**“Visa”**) authorized to issue Visa credit cards bearing Visa logos and service marks, to open Visa accounts, and to offer Visa services and benefits as they may be made available; and

WHEREAS, Bank has developed a commercial card system composed of Visa credit cards, card-use controls, and specialty reports to facilitate purchases of and payments for business goods and services (the **“Program”**); and

WHEREAS, the Company desires to participate in the Program, subject to this Agreement, the Cardholder Agreement and any attached Exhibit(s);

NOW, THEREFORE, the parties agree as follows:

**1. DEFINITIONS.** Unless the context requires otherwise:

**“Actual Annual Net Spend”** means Net Spend during the Contract Year.

**"Account"** means the Visa account of a Cardholder and/or the Company maintained with Bank.

**"Billing Cycle"** means a monthly period ending on the same day each calendar month. If that day is not a Business Day, the period ends on the preceding or next Business Day.

**"Business Day"** means any calendar day that Bank is open for conducting substantially all of its business, excluding Saturdays, Sundays or federal or state holidays.

**"Card"** means a Visa charge card issued by Bank pursuant to this Agreement. In some instances, “Card” can mean an Account number that is not embossed on any plastic card, or an Account number used without concurrent use of the plastic card upon which the number is embossed.

**“Card Cancellation Confirmation”** means a written statement, in form and substance satisfactory to Bank, identifying certain Cards by Account numbers and Cardholder names, and confirming (i) that the Company has retrieved and destroyed such Cards, or (ii) that the Company used reasonable efforts to retrieve such Cards but was unable to do so.

**“Cardholder”** means (i) an individual in whose name a Card is issued as authorized by the Company, and (ii) any other employee, officer, director, or person authorized by the Company or named Cardholder to use a Card or Account.

**"Cardholder Agreement"** means an agreement between Bank, the Company and a Cardholder, as amended from time to time, governing use of a Card. The Company acknowledges receipt of a copy of the Cardholder Agreement and accepts the terms thereof.

“**Consortium**” means the group of separate businesses within a similar industry who are participating in the use of a common Revenue Share Grid.

**“Contract Year”:** means a full twelve-month period beginning on January 1 and ending on December 31.

**“Large Ticket”** means a transaction that is classified “large ticket” by Visa under its rules and regulations in the calculation of interchange collected by Bank.

**“Net Spend”** means purchases and leases of goods and services on the account that are permitted by the Commercial Card Program Agreement, the Cardholder Agreement and applicable law. Cash advances are not included in Net Spend or Revenue Share calculations.

**“Non-standard”** means a transaction that is classified as “non-standard” by Visa under its rules and regulations in the calculation of interchange collected by Bank.

**“Payment Frequency”** means one of the following schedules, selected by the Company in advance, for paying accrued Transactions:

* **“Weekly”** means payment on the same four calendar dates each month, that are 6 to 8 days apart (e.g., the 4th, 11th, 18th and 25th);
* **“Twice-Monthly”** means payment on the same two calendar dates each month, that are 14 to 16 days apart (e.g., the 1st and 15th); and
* **“Monthly”** means payment on the same calendar date each month (e.g., 10th).

Note: Selection of a Weekly or Twice-Monthly Payment Frequency does not change the Billing Cycle (which remains monthly), the date on which monthly statement invoices are due (which remain due upon receipt), or the grace period before which invoices are delinquent and late fees incurred (which is specified in this Agreement’s Schedule of Fees).

**“Pricing Assumptions”** means range of values for Annual Net Spend and Payment Frequency listed on the horizontal and vertical axes of the Revenue Share Grid, and any other assumptions expressed on the Revenue Share Grid.

**"Transaction"** means a purchase, a cash advance, the use of a convenience check, or any other activity that debits an Account.

**2. PROGRAM PARTICIPATION.**

**2.1 CARD ISSUANCE.** Subject to the terms of this Agreement, Bank shall issue Cards to, and/or establish Accounts for, the Company and Cardholders with such capabilities as may be elected by the Company and agreed by Bank. For the issuance of Cards and Accounts contemplated by this Agreement, Bank shall be the exclusive provider to the Company. The Cards so issued and/or the Accounts so opened shall be subject to the terms and conditions of the Cardholder Agreement.

The Company and Cardholders shall use the Cards and Accounts for business or commercial purposes only and not for personal, family, or household purposes. The Company shall instruct all Cardholders about this limitation and is responsible to monitor and require compliance with this restriction.

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 business entity and/or person who opens an account. What this means to you: When you open an account or apply for a loan, we will ask for your Federal Tax Identification Number, full legal name of your business, the physical address of your business, and other information that will allow us to identify you. We may also ask to see other identifying documents that will aid in confirming this information.

The Bank complies with applicable anti-money laundering laws, including screening customer names against Specially Designated Nationals (SDN) lists administered by the U.S. Treasury’s Office of Foreign Assets Control (OFAC). Company assumes the responsibility of requesting Cards only for persons that it has verified are not identified on the OFAC SDN list, and Company shall hold us harmless in the event we issue Cards Company requests to any such identified person.

**2.1.1 JOINT AND SEVERAL LIABILITY WITH ALL OTHER COMPANIES.** The credit facility provided by Bank under the Program and this Agreement is a single facility for the direct benefit of each and every undersigned Company. Each and every undersigned Company is jointly and severally liable and obligated for the entire indebtedness, and all of the covenants, warranties, representations, and other responsibilities incurred by, undertaken by, or imposed upon it or any one or more of the undersigned Companies under the Program, under this Agreement, or by law in connection with this Agreement.

**2.1.2 JOINDER OF ADDITIONAL COMPANIES.** Each undersigned Company hereby irrevocably consents to any affiliate of any one or more of the undersigned Companies hereafter becoming a party to this Agreement (and thereby becoming an “undersigned Company”) by signing a joinder hereto. A sample form of Joinder is attached to this Agreement. Each undersigned Company hereby waives any right to consent to, or object to, or receive notice of, any such joinder(s). The provisions of this Agreement, including but not limited to those in the preceding section that establish joint and several liability among all the undersigned Companies, shall apply to each and every undersigned Company whether such Company executes this Agreement itself or subsequently executes a joinder hereto. Each Company acknowledges, agrees and represents that it is assuming material risk inherent in joint and several liability with future unnamed Companies. Each Company agrees to look solely to the other undersigned Companies, and not to Bank, for information regarding the identity, credit worthiness, credit limits and credit balances of all other undersigned Companies.

**2.2 EMBOSSING.** Bank shall prepare Cards bearing the Cardholder and/or Department names (or, if applicable, a description by make, model and vehicle identification number of the vehicle to which a Card is to be assigned). Company may elect for a fee to have the Company's name, trademark, or logo (**"Marks"**) embossed on the Cards. Marks shall be supplied by Company in a form meeting Bank and Visa guidelines. The Company hereby grants to Bank a non-exclusive limited license to emboss the Marks in connection with the Program.

**2.3 CARD DELIVERY.** Bank may deliver Cards and/or related materials to the Company, or directly to the applicable Cardholders. Upon its receipt of any Card, the Company shall promptly deliver that Card to the named Cardholder, together with any related materials supplied by Bank. From time to time during this Agreement, Bank may recommend and/or implement security procedures regarding the custody and handling of Cards. The Company agrees to comply with such security procedures.

**2.4 CREDIT LIMITS; CREDITWORTHINESS.**

(a) Subject to the terms of this Agreement and the Cardholder Agreements, Bank shall authorize extensions of credit with respect to (i) each Card or Account up to a specified total dollar amount (the **"Account Credit Limit"**), and (ii) all Cards and Accounts up to a specified total dollar amount (the **"Aggregate Credit Limit"**). The Aggregate Credit Limit shall be a single total amount applicable to all of the undersigned Companies collectively, but Bank may also elect to also impose one or more sub-limits applicable to one or more individual Companies. The Companies must collectively and between themselves coordinate and manage their credit usage within the Aggregate Credit Limit and any sub-limits. In no event shall Bank be obligated to grant credit in excess of any applicable Credit Limit. Bank is entitled (but not obligated) to decline authorization of any Transaction that would result in any Credit Limit being exceeded. Transactions that have been authorized but not yet posted reduce the remaining credit available under the corresponding Credit Limits. Bank may at any time investigate (A) the creditworthiness of any proposed or existing Cardholder, and (B) the financial condition of the Company, in connection with the issuance of Cards, maintenance of Accounts, and establishment of Credit Limits.

(b) Bank at any time may cancel or suspend the right of any Cardholder to use any Card or Account, or decline to issue or establish any Card or Account. As a result of its on-going evaluation of Cardholders and the Company’s financial condition, Bank may increase or decrease any Account Credit Limit or the Aggregate Credit Limit, modify the times for payments, or require the provision of collateral or additional collateral. We credit payments to your Account on the day we receive them however, we reserve the right, based on risk, to delay the available credit resulting from those payments. Bank may suspend the rights of all Cardholders to use any Cards or Accounts if more than one percent of Accounts (by number or balances) are more than 30 days past due.

**2.5 ISSUANCE, RENEWAL, REPLACEMENT AND CANCELLATION OF CARDS.**

(a) Promptly after executing this Agreement, the Company will provide to Bank a written or electronically transmitted request (a **"Card Request"**) listing each Cardholder to whom and each vehicle for which the Company wishes Bank to issue a Card or establish an Account. Card Requests shall be in a form approved by Bank, and include all information required by Bank, including at least (i) the name, business address, birth date and citizenship of each Cardholder. The Company may thereafter submit additional Card Requests for new Cards or Accounts. By submitting any Card Request, the Company represents to Bank that the information contained therein is consistent with the Company’s own records concerning the listed Cardholders. All Card Requests shall be delivered to Bank in a secure encrypted or password protected format. Without Bank’s prior written consent, the Company shall not submit a Card Request for any person whose Card privileges have previously been canceled.

(b) Unless Bank receives contrary written instructions from the Company with reasonable time to act thereon, and subject to Bank’s rights under this Agreement, Bank shall replace each expiring Card with a replacement Card prior to the Card’s expiration date.

(c) Each Cardholder must sign the Card issued to that Cardholder and is subject to the terms of any Cardholder Agreement.

(d) The Company shall immediately notify Bank, pursuant to Section 2.5(e) below, to cancel a Card or Account, or terminate the authority of a Cardholder to use a particular Card or Account, when:

(i) The Company or a Cardholder knows of or suspects the loss, theft or possible unauthorized use of a Card or Account. The Company shall not be liable for any unauthorized Transactions occurring on that Card or Account after the effective time of such notification.

(ii) The Company wishes to cancel a Card or Account, or to terminate the authority of any Cardholder to use a particular Card or Account. In such event, the Company shall not be liable for any unauthorized Transactions occurring on the Card or Account after the effective time of such notification; or

(iii) The Cardholder’s employment or other relationship with the Company is voluntarily or involuntarily terminated. The Company shall not be liable for any unauthorized Transactions occurring on that Card or Account after the effective time of such notification. The Company will make its best efforts to retrieve and destroy the Cards of terminated employees.

(e) Each notice pursuant to Section 2.5(d)(i) shall be made by telephone (at 1-888-635-8342 or such other number as Bank may provide for such purpose). Each notice pursuant to Section 2.5(d)(ii) or (iii) shall be made by telephone at the preceding number or by electronic mail (at [CommercialCard@zionsbancorp.com](mailto:CommercialCard@zionsbancorp.com)). Every notice pursuant to Section 2.5(d) shall specify (i) the relevant Cardholder’s name, Account number, and last known home and business addresses and telephone numbers, and (ii) such other information as the Company shall deem appropriate or Bank shall reasonably request. The effective time of the Company’s notification shall be when Bank receives such notification and makes the corresponding changes in its processing system (which changes shall be made promptly, taking into account the mode of transmission and time of receipt).

(f) The “effective time” of any notice provided under Section 2.5(d) shall not commence prior to Bank having a commercially reasonable time to implement that notice. Notices under Section 2.5(d) shall not cancel any Transaction then in process which Bank cannot reasonably cancel within the terms and conditions governing its handling of Cards and Accounts (including, without limitation, Visa rules and regulations).

**2.6 TRANSACTION DATA, SECURITY PROCEDURES AND ACCOUNT MAINTENANCE.**

(a) Through the electronic report tool made available by Bank (**“Electronic Reporting Tool”**), Bank shall provide the Company with password-protected daily access to Card and Account transaction data and other reports. Bank shall provide Company with online viewing, tracking and reporting of enrolled Vendors, pending payments, and completed payments (**“VPA Online Tool”**) if company elects to enroll in the Visa Payables Automation service (**“VPA Service”**). Reports to the Company, Company’s use of the Electronic Reporting Tool, and the available features and functionality of the VPA Online Tool, are subject to change, and shall be provided in accordance with such manuals, training materials and other information as Bank or Visa shall provide from time to time.

(b) For the use of Electronic Reporting Tool and VPA Online Tool, the Company agrees to be bound by and follow the security procedures, terms, and conditions (the **"Security Procedures"**) that Bank or Visa may adopt and revise from time to time upon notice to the Company, including the following:

(i) Electronic Reporting Tool and VPA Online Tool may be accessed solely through the use of a user identification code and password (collectively, the **"Access Code"**). Bank shall assign an initial Access Code to an individual authorized by the Company in the “Company Settings” section of this Agreement to create and disseminate additional Access Codes (such individual is referred to as the **"Primary Program Administrator"**). An authorized officer of the Company may in writing designate successor Primary Program Administrators.

(ii) The Company Primary Program Administrator shall (1) create and disseminate Access Codes to individuals designated by the Company as authorized to access and use Electronic Reporting Tool and VPA Online Tool (such individuals are referred to as **"Authorized Users"**) and (2) designate additional Program Administrators within the Company. The Company shall be responsible for ensuring that each Program Administrator creates and disseminates Access Codes in accordance with Bank’s Security Procedures.

(iii) The Company shall safeguard all Access Codes and be responsible for all use of Access Codes issued by the Program Administrator(s). Bank may conclusively presume that any access, transaction or business conducted using an Access Code emanates from a Program Administrator or Authorized User and is conducted in the Company's name for the Company’s benefit. Any unauthorized use of an Access Code (except for unauthorized use by a Bank employee) shall be solely the responsibility of the Company.

(c) The Company may, from time to time and in accordance with guidelines established by Bank, perform certain account maintenance functions, including, without limitation, adjustment of Account Credit Limits and blocking of Visa Merchant Category Codes (**“MCCs”**). The Company, on behalf of itself and its affiliates, owners, directors, officers, employees, agents, and representatives (collectively, the **“Company Group”**)**,** hereby releases and agrees to indemnify and hold harmless Bank and Visa, their affiliates, and their respective directors, officers, employees, agents, and representatives (collectively, the **“Indemnified Group”**) from and against any loss, claim, damages, liability, cost, expense, action or cause of action whatsoever that any of them now have or may hereafter have against any member of the Indemnified Group, or to which any member of the Indemnified Group may become subject, arising out of or relating to (i) actions taken by Bank or Visa upon the instructions of any File, the Company, or any Program Administrator or Authorized User, or (ii) any maintenance activity performed by any member of the Company Group or any other person using a Company Access Code or other Company password.

(d) Through the VPA Service, Company can send Bank electronic files (**“Files”**) that list specified amounts that Company requests Bank to honor when charged by specified vendors (**“Vendors”**) to the Commercial Cards issued by Bank to Company. Bank will forward Company’s Files to Visa. Visa or Bank will send a remittance notice to each Vendor by email (or other electronic communication, hereinafter **“email”**) when payment is ready to be made, and include a web link where that Vendor can obtain Company’s Card number to charge (together with any supported associated data such as invoice numbers and invoice date).

(i) Bank may in its sole discretion make available to Company a feature whereby Visa or Bank will assign a temporary recyclable single-use card number to each individual transaction in a Company File. Bank may publish additional charges for the single-use number feature of the VPA Service.

(ii) Files shall be submitted by Company in such format, and with such detail, as Visa or Bank may from time to time specify. Visa or Bank may from time to time add or eliminate permissible or required data fields. The Company is solely responsible for generating its File, for sending and actual delivery of the File to Bank or Visa, and for the accuracy and completeness of that File, transmission and delivery.

(iii) Bank’s and Visa’s obligation to notify a Vendor when a payment is ready to be made shall be satisfied upon Visa or Bank sending a remittance notice by email to the address communicated to Visa or Bank by Company in the applicable File or interface. Thereafter, Bank and Visa have no responsibility for the actual delivery of the email remittance notice, for verifying actual receipt by the Vendor, for Vendor acting or failing to act upon that remittance notice.

(iv) Bank’s or Visa’s notification to Vendor that a payment is ready to be made shall NOT constitute an authorization of the charge or a guarantee that Company has available credit. A Vendor’s effort to charge Company’s card after receiving a remittance notice is always subject to ordinary transaction authorization procedures and standards.

(v) Only creditors who are enrolled Vendors can be paid using the VPA Service. An **“enrolled”** Vendor is one who has agreed with Company to accept payment by Visa credit card and be included in Company’s Files. If Company uses the VPA Online Tool to create Files, Company shall enter all enrolled Vendors into that web portal. Bank or Visa may at any time revoke or decline to accept the enrollment of any Vendor.

(vi) Bank may in its sole discretion make available to Company the Supplier Enablement feature of its VPA Service. The Supplier Enablement feature helps develop and implement a program to solicit the Company’s suppliers to become enrolled Vendors. Bank may delegate performance of the Supplier Enablement feature (or any portion thereof) to Visa or other third parties.

(vii) To help the Company identify which of its Vendors accept Visa credit cards, and thereby help the Company increase its Net Spend under this Agreement, the Company may from time to time furnish Bank with lists containing the names, addresses, telephone numbers and related data of its Vendors (**“Vendor Lists”**). Company herby authorizes and requests Bank to compare its Vendor Lists against Visa database of merchants who accept Visa cards. The Vendor List shall be confidential information under this Agreement, but the Company authorizes Bank’s reasonable disclosure and use of that information to effect the terms of this Agreement.

Company requests and Bank agrees to report back to Company on which Vendors are identified by Visa as accepting Visa credit cards. Bank’s reports back to the Company shall be confidential information under this Agreement. Unless Bank gives Company at least thirty (30) days prior written notice, Bank shall not charge for the service of receiving Vendor Lists and reporting back to the Company under this Agreement.

Company hereby authorizes Bank to contact Vendors for purposes of marketing Bank’s products and services, primarily but not limited to merchant services (i.e., acceptance of bankcards). Company is not entitled to any compensation for Bank’s use of the Vendor Lists, including instances in which Bank makes a sale by using the Vendor List.

Neither party warrants, or is under obligation to investigate, the accuracy or completeness of the lists that they provide to the other under this Agreement.

**3. CARD AND ACCOUNT USE**

**3.1 AUTHORIZATIONS.** Provided that a Transaction authorization is required, Bank shall use reasonable efforts to decline any (a) request for purchase authorization that falls outside the Company’s permitted MCCs, and (b) Transaction that Bank believes is not authorized or in excess of any established transactional limits. The Company acknowledges, however, that authorizations and declinations are necessarily based on the accuracy of the Transaction data transmitted to Bank. Under no circumstances shall Bank be liable to the Cardholder or the Company (nor shall the Cardholder or the Company be relieved of any obligation to pay the amounts charged or advanced) if a Transaction is permitted on the basis of inaccurate or misleading data or other factors beyond the reasonable control of Bank.

**3.2 USE OF CARDS.** Each Transaction is subject to the terms and conditions of the Cardholder Agreement in effect at the time of the Transaction. Bank shall have no obligation or responsibility to the Company or any Cardholder if any merchant, entity or person refuses to honor a Card or Account. A Card or Account may be used only by the Cardholder to whom it is issued or who is otherwise authorized to use it, and may not be transferred to another Cardholder or any other person or entity.

Without limiting any of its other rights, Bank may decline any Transaction if: (a) any balance owed on that Account or owed by the Company on any other Account is past due, or (b) any other reason for declining a Transaction exists in this Agreement, in the Cardholder Agreement, in the operating regulations of Visa, or under applicable law. Bank will follow Visa rules and regulations with respect to disputed Transactions and chargebacks. Bank shall attempt to effect chargebacks to merchants in accordance with Visa procedures, but no chargebacks will be granted for theft or other fraud-related Transactions resulting from use of any Card on which no Cardholder’s name is embossed.

**3.3 OBLIGATIONS OF THE COMPANY.** The Company shall make commercially reasonable efforts to (a) maintain a process ensuring timely and accurate reimbursement of all legitimate business expenses to Cardholders; (b) not exceed the Aggregate Credit Limit or permit Cardholders to exceed Account Credit Limits; and (c) ensure that Cardholders comply with Cardholder Agreements. Prior to expiration or termination of this Agreement for any reason, the Company shall make its best efforts to retrieve and destroy all Cards and provide Bank with a Card Cancellation Confirmation for all Cards.

**3.4 EXPENSE REPORTING; DISCLOSURE OF ACCOUNT INFORMATION.** At its discretion, the Company may instruct Bank to furnish specific Transaction data to third parties that provide expense reporting products or services to the Company. Solely for the purpose of facilitating the Company’s expense reporting objectives, Bank shall transmit the Transaction data, without representation or warranty, to such third parties identified in such instructions. Company is responsible for ensuring their third-party providers safeguard account information and promptly notify Bank of any third-party data breach. Bank, at its sole direction, may hold the Company liable for expenses or damages resulting from the Company or the Company’s third-party providers experiencing a breach of card data, including but not limited to costs associated with re-issuing cards.

**3.5 COMPANY OBLIGATIONS RELATING TO DISCLOSURE OF ACCOUNT INFORMATION.** The Company shall clearly disclose to each of its Cardholders the extent, if any, to which Bank will provide Transaction and Account information to third parties pursuant to Section 3.4 above. Furthermore, the Company agrees not to issue or request Cards for individuals residing outside the United States without first obtaining approval from Bank. The Company, on behalf of the Company Group, hereby releases and agrees to indemnify and hold harmless each member of the Bank Group from and against any loss, claim, damages, liability, cost, expense, action or cause of action whatsoever that any Cardholder, any member of the Company Group, or any other third party may have against any member of the Bank Group, or to which any member of the Bank Group may become subject, arising out of or relating to the provision by Bank of Transaction or Account information to third parties pursuant to Section 3.4, or resulting from the issuance of Cards to individuals residing outside the United States.

**4. LIABILITY FOR USE; COMPANY IS PRIMARY OBLIGOR.**

(a) Regardless of any established credit limits, the Company agrees to perform when due all of its obligations hereunder, and pay all indebtedness, charges, fees and other amounts payable hereunder or in connection with each Account. The Company has full primary liability for all Transactions and other obligations. In addition to all indebtedness, obligations, charges, fees and other amounts payable under this Agreement or any Cardholder Agreement, Bank shall be entitled to collect all costs and expenses (including attorneys’ fees) incurred in enforcing this Agreement.

(b) Any liability of any Cardholder for any Transaction or other amount shall be in addition to, and not in derogation of, Company’s primary liability for all Transactions and other obligations. Company waives any defenses based upon any (i) exercise, delay or waiver of any right, power or remedy under any Cardholder Agreement, (ii) bankruptcy or similar proceedings, or any discharge, affecting a Cardholder, the Company or others, (iii) modification of any Cardholder Agreement, (iv) settlement with or release of any Cardholder, (v) any invalidity or unenforceability of any Cardholder’s liability, and/or (vi) action, inaction or circumstance (with or without the Company’s notice, knowledge or consent) that varies the Company’s risks or might otherwise legally or equitably discharge of a surety or guarantor.

(c) Except for notices expressly required by this Agreement, the Company waives all demand, presentment, protest, notices thereof, notice of dishonor, and all other notices or formalities as conditions to collection or enforcement of any obligation. The Company also waives notice of the existence, creation or occurrence of new or additional obligations of Cardholders.

(d) Bank shall issue either combined invoices directly to the Company, or individual invoices to each Cardholder, in the manner stated in subsections (d)(i) or (d)(ii), as applicable. The Company’s initial choice of either “Combined Invoicing” or “Cardholder Invoicing” is specified in the “Company Settings” sections immediately above the parties’ execution of this Agreement.

(i) **“Combined Invoicing.”** Unless the Company and Bank agree to use Cardholder Invoicing, then Bank shall issue a single monthly invoice to the Company for all Transactions and other obligations hereunder. Payment by the Company is due in full upon receipt of the invoice. Late fees apply after the grace period stated in Bank’s fee schedule.

(ii) **“Cardholder Invoicing.”** If the Company selects this billing option and Bank agrees in implementing it, all Transactions and fees (as outlined in the Fee Schedule) attributable to an individual Cardholder’s account will be invoiced in a monthly statement sent directly to that Cardholder. Each Cardholder’s invoice is due in full upon receipt. Late fees apply after the grace period stated in Bank’s fee schedule. Any Cardholder account that is not paid in full within fifty-five (55) days of its statement date may be immediately suspended without notice in Bank’s discretion until the current and past due balances are paid in full. Any Cardholder account that is not paid in full within sixty (60) days of its statement date shall then be immediately due and payable in full, together with late charges, by the Company. Bank is hereby authorized (but not obligated) to electronically debit any deposit account that Company has enrolled in Bank’s automatic payment service for the full amount of any Cardholder account that is not paid in full within sixty (60) days of its statement date. Bank may also at any time exercise its offset rights against any Company deposit account maintained at Bank as allowed by the deposit account agreement or by law.

(e) All payments shall be made in U.S. dollars.

(f) All charges will be posted to Accounts in U.S. Dollars. Transactions in foreign currencies will be converted to U.S. Dollars at the exchange rate determined by Visa (or its affiliates), using its then current currency conversion procedures and charges. The currency conversion rate used on the conversion date may differ from the rate in effect on the date a Card or Account is used.

(g) If the Company believes its invoice contains charges for which it is not liable, it must (i) submit documentary evidence in a form satisfactory to Bank, and (ii) submit any documentation and take any actions required by Visa in connection with its Company liability waiver program (if such coverage is available).

(h) If Company elects and Bank agrees to add Cash Advance capabilities so that Cardholders may obtain cash advances for business or commercial purposes, Bank shall provide such access through participating Automated Teller Machine (**"ATM"**) networks and Visa member offices. Bank may establish predetermined cash advance limits for each Cardholder as agreed by Bank and the Company. Bank may refuse cash advance access to any Cardholder in its sole discretion. The cash advance feature may be disabled by the Company upon written notice to Bank, or anytime at the discretion of Bank.

**5. FEES.**  The Company agrees to pay all applicable fees set forth in the bank’s fee schedule, as published and adjusted from time to time.  Any fee schedule attached hereto is subject to change.  Updated fee schedule publications will be sent by regular U.S. Mail (or, if the parties have entered into an agreement so permitting, by electronic mail). Fees incurred will be included in the billing statement for the Billing Cycle in which they accrued, or be invoiced, or be deducted from any accrued revenue share or other incentive payments.

**6. TERM.** This Agreement shall have an initial term (the **"Initial Term"**) of three years beginning on the date hereof, and shall renew automatically for successive one-year terms (each a **"Renewal Term"**) unless written notice of termination is given by a party at least 90 days prior to the end of the Initial Term or any Renewal Term. In addition, any party may terminate this Agreement for convenience at any time upon 90 days’ prior written notice. Any Transactions and other obligations already existing, even if contingent or unmatured at the time of termination, shall remain owing and governed by this Agreement and the Cardholder Agreement. In the event of termination by fewer than all of the undersigned Companies, Bank may in its discretion choose to terminate this Agreement as to the remainder of the individual Companies, but such termination of the Agreement shall be deemed termination by the Companies.

Any future joinder by an additional Company shall be for the remainder of the Initial Term or Renewal Term already in effect.

**7. DEFAULT.** As used herein, **"Default"** includes: (i) the Company failing to remit any payment to Bank when and as required by this Agreement; (ii) either party breaching any other term of this Agreement, or any other agreement between them, unless that breach is cured within 15 days of written notice specifying the breach; (iii) any representation of fact by the Company in this Agreement or in any financial information it provided to Bank being materially incorrect or misleading when made; (iv) either party filing or suffering a petition as debtor in any bankruptcy, receivership, reorganization, liquidation, dissolution or other similar proceedings, or making any assignment for the benefit of creditors; (v) the Company suffering any adverse judgment, order or award, or suffering any other event, having a material adverse impact on its financial condition, its ability to perform its obligations under this Agreement, or the possession or control of its assets; (vi) any direct or indirect change in control of, or material change in ownership of, the Company (including any act to consolidate or merge, or to sell a substantial portion of its assets); (vii) either party’s insolvency or dissolution; (viii) default by the Company under any material debt owed to any Bank subsidiary, affiliate or any other Bank-related entity; and (ix) fraudulent or other unauthorized use of Cards or Accounts, or credit losses with respect thereto, that exceed Bank’s operating tolerances.

**8. REMEDIES; DAMAGES.**

(a) Either party may terminate this Agreement upon Default by the other party. Except for remedies expressly provided herein, termination will be a party's sole remedy for breach of this Agreement. In no event, however, shall termination or expiration release or discharge Company from its duty to pay all amounts otherwise payable under this Agreement.

(b) In lieu of immediate termination, Bank, in its sole discretion, may suspend its services and obligations hereunder, or may shorten the Billing Cycle, until Bank is satisfied that the Company’s Default has been cured. By forbearing from immediate termination, Bank shall not waive its continuing right, as a result of the Default or otherwise, to proceed with termination.

(c) A breaching party shall be liable only for actual direct damages caused by its breach of this Agreement or a Cardholder Agreement, or by its gross negligence or willful misconduct. In no event, whether in contract, tort, strict liability or any other form of action, shall either party be liable for any punitive, exemplary, special, indirect or consequential damages (including, without limitation, costs to develop and implement the Program, or lost revenues, profits, or economic advantage) arising from, in connection with or relating to any performance or nonperformance under this Agreement or the Program, even if that party knew or was advised of the likelihood of such damages. Each party hereby releases and waives all present and future claims against the other for such excluded damages. Without limiting the foregoing generality of this section, Bank shall not be liable for any damages of any kind, no matter what the cause or nature, that arise, occur or result from: (i) the Company using Java applets or other Java applications, (ii) the Company’s opening ports on its firewalls, or (iii) problems with or defects in equipment, software or services not provided by Bank.

(d) In addition to all its other rights, upon Default by Company, or upon Bank deeming itself insecure, Bank may accelerate and demand payment of, and may set off against any liabilities, the total balance of monies owed to Bank by Company in any capacity.

(e) In the event of default or breach by any undersigned Company, Bank may exercise its remedies against any one or more undersigned Company before, simultaneously with, or after exercising any remedies against the Company in default or breach. No exercise of remedies against fewer than all of the undersigned Companies shall discharge any undersigned Company.

**9. COMPANY’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Effective upon the opening of the Account, and continuing until termination of this Agreement and satisfaction of all obligations of Company hereunder, the Company covenants, represents, and warrants that this Agreement constitutes its legal, valid, binding and enforceable agreement, and that execution and performance of this Agreement do not breach any agreement of such party with any third party, or any duty arising in law or equity, and do not violate any law, rule or regulation applicable to it.

(a) Legal Status: Company, whether it is a corporation, partnership, limited liability company, sole proprietorship, or other type of business entity or organization, is in good standing and duly qualified to do business in each jurisdiction where it conducts its business and has the full power and authority to carry on its business as presently conducted.

(b) Authority to Enter into Card Agreement: Company has full power and authority to enter into and perform all obligations under this Agreement, and Company has been duly authorized to do so by all necessary organizational action.

(c) No Conflict with Other Documents: Company’s entering into and performing all obligations under this Agreement are not inconsistent with any of Company’s governing documents, and do not and will not contravene any provision of or constitute a default under any indenture, mortgage, contract, or other instrument to which Company is a party or by which Company is bound.

(d) Accurate Information: All information that Company has provided and will provide at any time in the future is and will be accurate, and the Company’s Chief Financial Officer or Operating Officer (or other person with equivalent knowledge and responsibility regardless of that person’s title) will certify the accuracy of such information on request.

(e) Further Assistance: At the Bank’s request, Company shall deliver, in a form acceptable to the Bank, any legal documents, financial statements, or information. The Company shall also promptly notify the Bank of any significant change in its business or other development that has or may have a material adverse effect on Company’s business.

**10. CHANGES.** Except for changes which are expressly permitted to be made solely by Bank, this Agreement may be changed only by (a) written agreement signed by both parties, or (b) upon ninety (90) days’ prior written notice of amendment by Bank, provided, however, that the Company may reject the amendment by notifying Bank during such 90-day notice period that Company is terminating this Agreement for convenience under Section 6 (in which case the termination shall be effective on the 90th day following Bank’s notice of the amendment).

Subject to applicable law, changes to any Cardholder Agreement shall be effective immediately upon written notice to the Cardholder or such later date as specified in that notice. If Company rejects Bank’s announced change to the Cardholder Agreement with respect to fewer than all Cards and Accounts, then Company must notify Bank to terminate those Cards and Accounts by the date the rejected change was scheduled to be effective. If the Company rejects Bank’s announced change to the Cardholder Agreement with respect to all Cards and Accounts, then Company must (a) notify Bank to terminate all Cards and Accounts by the date the rejected change was scheduled to be effective, and (b) terminate this Agreement pursuant to Section 6 hereof. Any use of a Card or Account after the date that a rejected change was scheduled to be effective shall constitute acceptance of the change for that Card and Account.

**11. FINANCIAL STATEMENTS; NOTICE OF BOND RATING CHANGE.** The Company shall furnish Bank with copies of its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ financial statements, including annual income statement and balance sheet, prepared in accordance with GAAP, consistently applied, as soon as available and no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ after the end of each fiscal year. The Company shall provide such other current financial information as Bank may request from time to time. If applicable, the Company will notify Bank within five Business Days of any change in the Company’s bond rating.

**12. ASSIGNMENT.** This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective successors and assigns; provided, that the Company may not assign this Agreement or any interest, payment, or rights hereunder without the prior written consent of Bank.

**13. FORCE MAJEURE.** If a party is rendered wholly or partly unable to perform its duties under this Agreement (other than a payment obligation) by a force outside its control (*e.g.*, act of God, war, fire, flood, act of governmental authority, strike, civil disturbance, or breakdown of telephone, computer or automated mailing equipment), or if Bank is notified by state or federal regulators or by Visa that any aspect of the Program or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, that party shall give prompt written notice of that fact. The affected obligations of the notifying party shall be suspended without causing a breach or Default so long as that party remains unable to perform for that reason. The notifying party shall exercise reasonable efforts to timely resume performance.

**14. ENTIRE AGREEMENT.** This Agreement contains the parties’ entire understanding on the subject matters herein, and supersedes all prior discussions, representations and agreements. The Cardholder Agreement, and all attached exhibits and addenda are incorporated by this reference.

**15. SEVERABILITY AND WAIVER.** If any portion of this Agreement is stricken as invalid, the remaining portions shall remain in full force and effect. Failure of either party to exercise any of its rights in a particular instance shall not be construed as a waiver of those rights or any other rights for any purpose.

**16. CHOICE OF LAW; JURISDICTION; WAIVER OF JURY.** This Agreement is made in, and all credit is extended from, the State of Utah. This Agreement shall be governed by and construed under the substantive laws of the State of Utah and applicable federal law. Company consents to the personal jurisdiction of the state and federal courts and arbitrators located in the State of Utah, hereby waives any right to personal service of any process in connection with any action or arbitration, and hereby agrees that service may be made by registered or certified mail addressed to the Company at the address first set forth above. The parties hereby waive any right to a trial by jury.

**17. SURVIVAL.** Sections 4, 5, 8, 9, 12, 15, 16, 18, 21, 22, 23 and 24 shall survive the termination or expiration of this Agreement.

**18. CONFIDENTIALITY.** All information furnished by either party in connection with this Agreement, the Program, or Transactions there under shall be kept confidential and used by the other party only in such connection, except to the extent such information (a) is already lawfully known when received, (b) thereafter becomes lawfully obtainable from other sources, (c) is required to be disclosed in any document filed with the Securities and Exchange Commission, banking regulators, or any other governmental agencies, or (d) is reasonably believed to be required by law to be disclosed and notice of such disclosure is given (or notice is reasonably believed to be legally prohibited) by the disclosing party. Notice under (d), when practicable, shall be given sufficiently in advance of the disclosure to permit the other party to take legal action to prevent disclosure. Each party shall advise all employees, consultants, agents and other representatives (collectively, **"Representatives"**) who will have access to confidential information about these obligations. A party shall disclose confidential information only to its Representatives involved in this Agreement, the Program, or the Transactions. Upon termination of this Agreement, each party shall promptly return to the other party all copies of documents or extracts containing confidential information; provided, that each party may retain file copies of materials it deems necessary solely for archival purposes.

**19. NAME AND TRADEMARK.** Except as otherwise provided herein, neither party shall use the name or logo of the other party without its written consent.

**20. RELATIONSHIP OF PARTIES.** Nothing in this Agreement shall constitute or create a partnership, joint venture, agency, or other relationship between Bank and the Company. To the extent either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor.

**21. NOTICES.** Except as provided in Section 2.5(d) and (e), any notice by the Company to Bank under this Agreement shall be in writing and delivered (A) personally, (B) by nationally-recognized overnight delivery service, or by prepaid registered or certified mail, addressed to the address first set forth above, or (C) by email to [CommercialCard@zionsbancorp.com](mailto:CommercialCard@zionsbancorp.com) (which shall be deemed “written”). Notice to Bank is deemed delivered on (i) the date of personal service, (ii) the Business Day after timely deposit for overnight delivery, (iii) three Business Days after deposit in the U.S. Mail, or (iv) the Business Day on which such email is received by Bank’s email server, unless received after Bank’s normal business hours in which case it shall be deemed received at the opening of the next Business Day. In each case, Bank shall have a commercially reasonable time to act upon any notice received.

Any notice by the Bank to Company required to be written under this Agreement shall be delivered (1) personally, (2) by nationally-recognized overnight delivery service, or by prepaid registered or certified mail, (3) by email to Company’s email address, or (4) by posting such notice in the Electronic Reporting Tool. Notice by email or Electronic Reporting Tool is deemed “written.” Bank may use such street, mailing or email addresses as appear in the Company’s profile in the Electronic Reporting Tool. Notice to the Company is deemed delivered on (a) the date of personal service, (b) the Business Day after timely deposit for overnight delivery, (c) three Business Days after deposit in the U.S. Mail, (d) the Business Day on which such email is sent by Bank, unless sent after the Company’s normal business hours in which case it shall be deemed received at the opening of the next Business Day, or (e) on the second full Business Day after such notice is posted in the Electronic Reporting Tool. Company appoints its Program Administrator(s) as authorized agent for receiving any notice under this Agreement. The Company is responsible for updating Bank with any changes in its mailing, street, email address and Program Administrator(s) as they appear in Company’s profile in the Electronic Reporting Tool.

**22. VISA FEE ADJUSTMENTS**. In the event that there is a change deemed by Bank to be material in the way Bank is compensated by Visa, Bank may seek to re-negotiate the financial terms of this Agreement. The Company shall have no obligation to renegotiate such terms; provided, that if the parties cannot agree on an adjustment of such terms, then Bank at its option may (a) allow this Agreement to remain in effect without any such adjustment, or (b) terminate this Agreement upon ten days’ written notice to the Company.

**23. WAIVER OF CLAIMS.** The company (i) represents that as of the date hereof, it and its affiliates have no defenses to or setoffs against any indebtedness or other obligations owing to bank or its affiliates (the **"Obligations"**),nor claims against bank or its affiliates for any matter whatsoever, related or unrelated to the obligations, and (ii) releases bank and its affiliates from all claims, causes of action, and costs, in law or equity, existing as of the date of this agreement which company or its affiliates has or may have by reason of any matter of any conceivable kind or character whatsoever, related or unrelated to the obligations, including the subject matter of this agreement. The foregoing release does not apply, however, to claims for Bank’s future performance of express contractual obligations that mature after the date hereof that are owing to the undersigned by lender or its affiliates.

**24.** **CROSS-COLLATERALIZATION.** All present and future liabilities and obligations of the Company under this Agreement (including any renewals, modifications or substitutions hereof) are hereby secured and cross-collateralized by all security interests in personal property collateral that are heretofore or hereafter granted by the Company to secure any other present or future liability or obligation to Bank or any of its subsidiaries, affiliates or any other bank-related entities. The foregoing grant to secure this Agreement shall be under the same terms, include the same remedies, and extend to the same personal property collateral, as are set forth in the instruments granting the security interests to secure the Company’s other liability or obligation.

**25. DISPUTE RESOLUTION.** As used in this section, the word **“Dispute”** means any claim, cause of action, dispute or other controversy between the Company and Bank that arises under or in connection with this Agreement, the Cardholder Agreement, any Card, any Account, any Transaction, or any indebtedness, obligation or liability thereunder or relating thereof.

Any Dispute between Bank and Company shall be resolved in the manner for resolving disputes that is set forth in the dispute resolution provisions of the Cardholder Agreement. Bank and Company herebyincorporate the disputeresolution provisions set forth in the Cardholder Agreement, as amended from time to time, as if those provisions were fully set forth in this Agreement.

Any amendment to the Cardholder Agreement’s dispute resolution provisions that may be made from time to time shall be deemed automatically incorporated into and made a part of this Agreement. The Company hereby acknowledges receipt of the current Cardholder Agreement, and represents that it has reviewed and accepts the Cardholder Agreement (including its dispute resolution provisions), including without limitation any Jury Waiver, Class Action Waiver, Arbitration and/or Judicial Reference provision.

The Company may prevent any amendment to the Cardholder Agreement’s dispute resolution provisions from being incorporated into this Agreement by delivering notice to Bank (during the notice period for that amendment) stating that the Company is exercising its right to terminate this Agreement for convenience. Such termination of this Agreement shall be effective ninety (90) days after Bank provides notice of the amendment.

For the subject matter of this Agreement only, this Dispute Resolution Section supersedes and replaces any other “Jury Waiver,” “Class Action Waiver,” “Arbitration,” “Judicial Reference,” “Dispute Resolution,” or similar alternative dispute agreement or provision between or among the parties.

**26. AUTOMATIC CREDIT CARD PAYMENTS AUTHORIZATION AND AGREEMENT.** Company hereby requests and authorizes Bank to make automatic payments to the Account by debiting the deposit account identified (the **“Deposit Account”**) in the “Company Settings” section of this Agreement, and make any correcting debits and credits.

(a) Company hereby represents and warrants that the Deposit Account is a business account and not a consumer deposit account, confirms it is the direct owner of the Deposit Account, and agrees to maintain sufficient available funds in the Deposit Account to cover all debits. Nothing herein shall require Bank to honor any debit that would cause an overdraft in a Deposit Account. All payments posted are provisional until the debit to the Deposit Account settles. If any debit is returned or revoked for any reason, then (i) any posting of that debit as a payment will be reversed, (ii) return fees may be incurred, and (iii) late charges may be incurred. Bank need not attempt to resubmit any returned debit.

(b) If a selected payment date is not a Business Day, then the Deposit Account will be debited on the following Business Day. A payment shall be credited to the Account as of the selected payment date, but the posting to the Account may not appear until 1 Business Day thereafter. Posting to the Deposit Account may not appear until five (5) Business Days after it is debited.

(c) Company may cancel this enrollment by notifying Bank orally or in writing (received by Bank) at least three (3) business days prior to the scheduled debit transaction date. Bank may be notified by calling 888-635-8342 or by writing to [CommercialCard@zionsbancorp.com](mailto:CommercialCard@zionsbancorp.com). Stopping any one preauthorized debit will result in Bank cancelling this enrollment in the automatic payment service, and automatic payments shall not continue without re-enrollment.

(d) Enrollment in automatic payment does not amend the terms of any cardholder agreement, any agreement governing the Deposit Account, any overdraft protection agreement, or any fee schedule (including fees for insufficient funds, returned transactions or overdraft transactions).

(e) Bank may cancel or suspend the automatic payment program, or Company’s or Cardholder’s enrollment in the automatic payment service, without cause by sending 21 days’ prior notice. Bank can also cancel enrollment in the automatic payment service without prior notice if (i) Bank receives notice that the designated Deposit Account is closed, (ii) Bank’s debits to that Deposit Account are returned unpaid on two successive attempts for any reason (for example, due to insufficient funds), (iii) Bank has reason to believe that Company might not be authorized to make payments from that Deposit Account, or (iv) other legal cause such as Company’s material breach of these terms and conditions or other agreements with Bank.

**27. REVENUE SHARE.** For each Contract Year, Bank shall pay to the Company a percentage of the Company’s Net Spend (the **“Revenue Share”**), calculated in accordance with the following terms and the attached revenue share grid (the **“Revenue Share Grid”**). The Revenue Share is calculated annually or quarterly and is payable within 60 days after the end of each Contract Year or Contract Year Quarter (or the first Business Day thereafter).

(a) If Company is participating in a Consortium, the applicable percentage shall be determined by the Consortium’s total Net Spend during the Contract Year in accordance with the Revenue Share Grid that Bank publishes for the Consortium for that Contract Year. The Net Spend for any Consortium participant whose program agreement is terminated prior to the end of a Contract Year shall be excluded from the Consortium’s total Net Spend for that Contract Year. The Revenue Share Grid for any Contract Year shall be published by January 31 of that Contract Year. The initial Revenue Share Grid for the current Contract Year is attached.

(b) If this Agreement is terminated prior to the end of a Contract Year, the actual Net Spend for the elapsed portion of that Contract Year shall be annualized solely for the purpose of determining, in accordance with the Revenue Share Grid, the percentage to be applied to that Contract Year’s actual Net Spend; provided, however, that no Revenue Share shall be paid if this Agreement was terminated by the Company for convenience, or terminated by Bank due to the Company’s default. (If the Company is participating in a Consortium and this Agreement is terminated prior to the end of a Contract Year, no revenue share will be paid to the Company for that Contract Year.)

(c) If the Company is delinquent under this Agreement or any other agreement with Bank or Bank’s affiliates, Bank may withhold delivery of the Revenue Share, or offset or otherwise apply the Revenue Share to such delinquent obligation. If during any Contract Year the Company has a history of delinquency in its obligations under this Agreement, then Bank in its sole discretion may elect not to pay any Revenue Share for that Contract Year.

(d) Variances. The Revenue Share is calculated based upon the Pricing Assumptions that are listed in the Revenue Share Grid. If Bank in its sole discretion determines that an amount or value actually experienced during a prior twelve consecutive month period materially and adversely varied from the Pricing Assumptions, then Bank shall have the right to ratable adjust the Revenue Share for the remaining term of this Agreement to compensate for that variance.

(e) Interchange Decrease. The Revenue Share is based upon amounts called "interchange fees" that Bank is presently entitled to receive through the Visa network and retain for itself based on spend by cardholders. In the event that the calculation of interchange fees which Bank can receive and retain is hereafter decreased for any reason (including but not limited to limitations pursuant to statute, regulation or regulatory direction, judicial decision, or changes in Visa or other network rules), then Bank shall be entitled to adjust in its sole discretion the percentages in the Revenue Share Grid to compensate for its resulting decreased revenue.

The adjusted Revenue Share Grid shall be effective for all Net Spend which occurs on or after the date that the decrease in interchange fees becomes effective as against Bank. If the Company rejects Bank’s adjustment of the Revenue Share Grid, then within thirty (30) days of being notified of the adjustment, the Company may elect to terminate this Agreement for convenience by providing thirty (30) day’s prior written notice. If the Company terminates this Agreement under this paragraph, the Company’s sole compensation shall be the Revenue Share calculated in the manner provided above, as if this Agreement had been terminated on the date that the decrease in interchange fees to Bank became effective.

(f) Payment Frequency. Company shall select an initial automatic Payment Frequency schedule of “Weekly,” “Twice-Monthly” or “Monthly” in the “Company Settings” section of this agreement. If Company does not enroll in automatic payments, then its payment frequency is Monthly.

Company can change that designation upon 21 days’ prior notice to Bank. If Company decreases its selected frequency, the lower percentage that is set forth in the Revenue Share Grid for the lesser frequency that is in effect at the end of the Contract Year shall be applied to calculate the Revenue Share. If the Company increases its selected frequency, then Bank may in its sole discretion apply (i) the higher percentage set forth in the Revenue Share Grid for the higher frequency that is in effect at the end of the Contract Year, or (ii) such lesser percentage as it determines to have predominated during that Contract Year.

(g) In the event there are multiple undersigned Companies, at the time of executing this Agreement or by subsequent joinder, Bank will calculate a single total Revenue Share payment amount for all of the Companies as a whole, and will not make any sub-calculation for individual Companies. Bank may pay the entire Revenue Share amount to any one Company, and said Company shall receive the Revenue Share for the benefit of all the Companies, and the Companies themselves shall then be solely responsible for redistributing the Revenue Share between themselves on whatever basis the Companies determine between themselves. Each Company shall hold Bank harmless from any claim by any Company to any Revenue Share amount by Bank to a Company.

(h) Quarterly Revenue Share. If Bank has agreed to pay Revenue Share quarterly, Bank shall select the applicable Revenue Share percentage from the Payment Grid by annualizing the Contract Year Net Spend through the end of the preceding quarter. In estimating the Revenue Share earned for the Contract Year, Bank shall consider the percentage stated in the Revenue Share Grid for the Company’s current Payment Frequency. Quarterly Revenue Share payments will be net of any prior payments made for the same Contract Year.

**28. COMPANY SETTINGS**. Company selects the following settings for its account. Settings for additional billing accounts, and changes to these selections, may be submitted to [CommercialCard@zionsbancorp.com](mailto:CommercialCard@zionsbancorp.com) by the Primary Program Administrator or an authorized officer of the Company. Bank may require such settings and changes to be confirmed in a manner acceptable to Bank.

*Primary Program Administrator (PA):*

Full Name:

Email Address:

Phone Number:

\*PA will be contacted to establish a PA Access Code (PAAC)

*Secondary Program Administrator (PA):*

Full Name:

Email Address:

Phone Number:

\*PA will be contacted to establish a PA Access Code (PAAC)

*Billing Type*:

*Billing Cycle Date*:

Revenue Share is calculated based on Contract Year.  If a Billing Cycle Date other than Cycle 31 is selected, Company acknowledges that their monthly spend totals shown in revenue share reporting will match spend occurring in each calendar month and not the spend shown within each monthly billing statement.

*Card Delivery:*

If bulk shipping selected, deliver to the following address:

Address Line 1:

Address Line 2:

City: State: Zip:

*Revenue Share ACH Information:*

Financial Institution Name:

Routing Number:

Account Number:

*Automatic Payment Options (select one):*

Monthly Payments in full,14 days from the billing cycle date and assuming a 28-day month. This payment will be calculated as the previous statement balance minus any ad-hoc payments made in the interim period between the statement closing date and your specific payment date.

Monthly Payments in full on the of each month. This payment must be scheduled for 1 to 14 days from your billing cycle date. This payment will be calculated as the previous statement balance minus any ad-hoc payments made in the interim period between the statement closing date and your specific payment date.

Twice Monthly Payments in full on the of each month and three days after the Billing Cycle Date. The first payment must be scheduled for 11 to 13 days before the Billing Cycle Date and will be calculated using the prior day’s current balance. The second payment will be scheduled for three (3) days after the Billing Cycle Date and is calculated as the previous statement balance minus any ad-hoc payments posted in the interim.

Weekly Payments in full on the , , and of each month, and three days after the Billing Cycle Date. Each payment must be scheduled for 6 to 8 days from any other payment, including the fourth payment. The first three payments will be calculated using prior day’s current balance. The fourth payment will be scheduled for three (3) days after the Billing Cycle Date and is calculated as the previous statement balance minus any ad-hoc payments posted in the interim.

Cardholder Invoice Program Company Guarantee. Pursuant to Section 4.d.ii of this Agreement, Bank will use the Company Deposit Account information above to facilitate automatic payment of individually billed accounts that are 60 days past due from the billing cycle date.

*Deposit Account for Automatic Payment:*

Routing Number:

Account Number:

Payment Confirmation Email Address (one only)**:**

Financial Institution Name & Address:

**ATTACHED DOCUMENTS:**

* COMMERCIAL CARD PROGRAM SCHEDULE OF FEES
* VISA COMMERCIAL CARD CARDHOLDER AGREEMENT
* PAYMENT GRID
* SAMPLE JOINDER AGREEMENT

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement as of the day and year first written above. By signing below, each Company hereby acknowledges that it has received and reviewed the above-listed “Attached Documents”.

**ZIONS BANCORPORATION, N.A.:**

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| --- | --- | --- | --- |
| By: |  | |  |
|  | |  |  |
| Name: | |  |  |
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**COMPANY:**

**Company Attestation:**

The undersigned, a duly authorized officer or representative of the Company, does hereby certify that the Company has been duly authorized to enter into and perform this Agreement and that the person signing above on behalf of the Company, whose execution of this Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of the Company possessing authority to execute this Agreement.

Note: The person signing this attestation shall be someone different from the person signing above on behalf of the Company.

|  |  |  |  |
| --- | --- | --- | --- |
| **Borrower Signer Name** | **Borrower Signer Signature** | **Attestation Signer Name** | **Attestation Signer Signature** |
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