



This Commercial Card Account Agreement (this "Agreement") sets forth the terms of the Umpqua Bank Commercial Card Account for

_____ and is entered into effective as of _____, 20____ (the "Effective Date").

The Account has been opened in the name of Company pursuant to the credit application submitted by Company ("Application") to Umpqua Bank (together with its successors and assigns, "Bank") pursuant to which Commercial Cards will be issued for extensions of credit by Bank in accordance with the terms of this Agreement.

1. **Definitions.** In this Agreement the following definitions shall apply:

"Account" means the commercial card account established pursuant to this Agreement that includes, collectively, each individual credit card account established in connection with a Commercial Card issued pursuant to this Agreement and for which Company is fully liable in accordance with this Agreement.

"Annual Percentage Rate" or **"APR"** means an annualized rate of Finance Charge, as determined by Bank.

"Authorized Officer" means each individual who signed the Application and/or this Agreement on behalf of Company and such other individuals as may be authorized by the Company from time to time.

"Cash Advance" means a Transaction to obtain a cash loan from Bank or other financial institution that accepts the Commercial Card (whether through an ATM, a teller at a branch, merchant or otherwise) and/or a loan from Bank through use of any checks or drafts Bank may provide for drawing funds from Bank to be posted as Cash Advances on the Account (any surcharges charged by any owner or operator of any ATM, merchant or by Bank, or by any other bank with respect to the Cash Advance will be deemed a part of the Cash Advance).

"Commercial Card" means each Visa® credit card that is issued to a Commercial Cardholder under the Account pursuant to this Agreement.

"Commercial Cardholder" means an employee of Company who is designated by Company to receive a Commercial Card and who holds a Commercial Card to effect Transactions during the term of this Agreement.

"Commercial Cardholder Agreement" means the Commercial Cardholder Agreement that applies to each Commercial Card and whose terms bind a Commercial Cardholder.

"Company" has the meaning given such term in the introductory paragraph of this Agreement.

"Digital Wallet" means a digital wallet, such as Apple Pay®, Samsung Pay® or Google Pay®, or any other electronic payment system into which a Commercial Card may be enrolled on any mobile phone, tablet, watch or other device that supports an electronic payment system.

"Finance Charge" means any charge to the Account by Bank that is calculated and assessed in accordance with this Agreement or a Commercial Cardholder Agreement.

"Initial Term" means the period commencing on the Effective Date and continuing for a period of _____.

"Purchase" means a Transaction made to purchase or lease goods or services, or pay amounts Company or any Commercial Cardholder owes (excluding Cash Advances).

"Periodic Statement" or **"Billing Statement"** means a written record of the activity on the Account (purchases, payments, fees, etc.) anticipated to be supplied to Company by Bank on a monthly basis or at set intervals such as weekly or bi-weekly.

"Pricing Information" means the pricing information set forth on the last page of this Agreement, as such pricing information may be changed or updated from time to time by Bank in its sole discretion as set forth on the last page of this Agreement.

"Renewal Term" means each one-year renewal period following the Initial Term or such other renewal period determined by Bank.

"Transaction" means any Account activity that has a debit value.

2. **Acceptance of this Agreement.** Upon an Authorized Officer's execution of the Application, the issuance of a Commercial Card, use of Commercial Card or establishment of the Account, the Company agrees to be bound by this Agreement, as well as any other agreements, disclosures, rules, or notices relating to the Commercial Cards and/or the Account as may be posted on Bank's website or otherwise made available to Company and as amended from time to time. Company represents and warrants that (a) Company has all necessary corporate or applicable organizational authority and has taken all action necessary to enter into this Agreement and to perform Company's obligations hereunder, (b) this Agreement has been duly executed and delivered by Company and is a legal, valid, and binding obligation, enforceable against Company in accordance with the terms hereof, and (c) the Authorized Officer signing is duly authorized to execute and deliver this Agreement on Company's behalf.

3. **Ownership of Commercial Cards.** Each Commercial Card remains the property of Bank. Bank can revoke Company's and/or any Commercial Cardholder's right to use a Commercial Card or the Account at any time. Bank may do this with or without cause and without giving Company or the applicable Commercial Cardholder notice. Upon revocation by Bank of a Commercial Cardholder's right to use a Commercial Card or the Account, Commercial Cardholders must immediately discontinue use of the Commercial Cards and shall, upon request by Bank, destroy



the Commercial Cards.

4. **Program Administration.** Company shall designate in writing to Bank a Program Administrator to actively manage the Account on Company's behalf. If not specifically designated by Company, the Program Administrator shall be the first Authorized Officer listed in the signature block of the Application. Company agrees and acknowledges that such Program Administrator is duly authorized by Company to act on Company's behalf with respect to the Account, and that Bank may rely on all directions and information Bank receives from the Program Administrator regarding the Account, including issuance of Commercial Cards to employees of Company. The Program Administrator's responsibilities shall include:
 - (a) Conducting maintenance on the Account;
 - (b) Collecting Commercial Card request forms, ensuring proper authorization of Commercial Cardholders, and facilitating new Commercial Card orders;
 - (c) Communicating Company policy to all Commercial Cardholders that restricts the use of the Commercial Card to business purposes only;
 - (d) Accessing and monitoring spending reports for the Account;
 - (e) Regularly auditing Company's expense management program to ensure compliance with Company policies;
 - (f) Maintaining appropriate internal Company forms, policies, procedures, approved and prohibited usage guidelines, web site details and training materials for the Account consistent with this Agreement, the Commercial Cardholder Agreements and the other terms and conditions governing the Account;
 - (g) Maintaining hierarchical approval of all Purchases;
 - (h) Being familiar with all aspects of the Account and each Commercial Card;
 - (i) Handling all Company and Commercial Cardholder inquiries and billing disputes, credit line increase requests, and other requests and notices under this Agreement;
 - (j) Upon request, providing Bank with such information and documentation as Bank may deem necessary to protect Bank's interests;
 - (k) Promptly advising Bank of any termination of any Commercial Cardholder employment relationships with Company and, upon such termination, collect and destroy the associated Commercial Card; and
 - (l) Immediately notifying Bank by phone and in writing of any reported or suspected unauthorized use of or access to any Commercial Card or the Account.
5. **Scope of Commercial Card Program.** This Agreement shall apply to Cash Advances and Purchases by Company, its subsidiaries, divisions, or affiliates as approved by Bank, and Commercial Cardholders. Bank is a card-issuing member of Visa[®], USA, Inc. and Visa[®] International and may issue credit cards and establish credit card accounts to designated employees of Company as set forth in this Agreement. Company will designate employees who are to receive Commercial Cards and become Commercial Cardholders, and unless Bank notifies Company to the contrary, Bank will issue Commercial Cards to such employees. Unless Bank notifies Company to the contrary, or a Commercial Card has been terminated as provided herein, all Commercial Cards will expire upon termination of this Agreement. Bank may elect in its sole discretion not to issue a Commercial Card to an employee that Company wishes to receive such Commercial Card. Any or all charging privileges may also be withdrawn with or without cause at any time and with or without notice.
6. **Use of Account.** Company and the Commercial Cardholders may use the Account for Purchases and Cash Advances wherever the Commercial Card is honored. Company agrees not to use, and agrees that the Commercial Cardholders will not use, the Account for any transaction that is primarily for personal, family or household purposes. Company agrees to accept credits to the Account instead of cash refunds when the original Purchase was charged to the Account. Company agrees not to use, and agrees that the Commercial Cardholders will not use, the Account for any illegal transactions. Company acknowledges that Bank provides the Commercial Cards as an accommodation party only and, except as otherwise expressly provided by law or herein, Bank is not responsible for the manner in which the Commercial Cards are used. Bank may authorize Commercial Cardholders to use Commercial Cards through a Digital Wallet. Use of Commercial Cards through a Digital Wallet is subject to Bank's Digital Wallet Rules and Regulations posted on Bank's website, as amended from time to time.
7. **Refusal to Honor Commercial Card.** Bank will not be responsible for a merchant's or financial institution's refusal to honor the Commercial Card. Bank also reserves the right to deny authorization of any Purchase or Cash Advance. Except as otherwise required by applicable law or regulation, Bank will not be responsible for merchandise or services purchased or leased through use of any Commercial Card or the Account.
8. **Obligations on the Account.** Bank is authorized to pay and charge the Account for all Purchases and Cash Advances made or obtained by any Commercial Cardholder or anyone authorized to use a Commercial Card or the Account. Company promises to pay Bank for all of these Transactions, plus any related Finance Charges assessed on the Account and any other charges and fees that Company may owe Bank under the terms of this Agreement and any charges and fees that Commercial Cardholders may owe Bank under the terms of the applicable Commercial Cardholder Agreement. Company will be obligated to pay Transactions posted to the Account whether resulting from (a) actual use of a Commercial Card, (b) mail order or telephone, computer or other electronic Purchases made without presenting the Commercial Card, (c) use of a Commercial Card through a Digital Wallet, and (d) any other circumstance where a Transaction is authorized by Company or a Commercial Cardholder, or authorized by someone else with apparent authority to effect a Transaction to the Account.
9. **Statements.** Bank will send each Commercial Cardholder a statement at the end of each billing cycle in which the Account reflects a debit or credit balance for a Commercial Cardholder (i.e., the total amount of Transactions, Finance Charges and other charges (including,



without limitation, any fees) and amounts due under the applicable Commercial Cardholder Agreement, net of any payments and credits, as shown on such Commercial Cardholder's Billing Statement (such amount for such Commercial Cardholder, the "New Balance") or if a Finance Charge has been imposed. Among other things, the Periodic Statement will: itemize Transactions, credits and adjustments; show any Finance Charges; and set forth the New Balance, the credit limit, available credit, and the date on which the New Balance is due and payable in full ("Payment Due Date").

- 10. Payments. Individual Billing.** If individual billing is selected, Bank will bill each Commercial Cardholder for such Commercial Cardholder's New Balance, which amount is due in full, on or before the Payment Due Date identified therein. Notwithstanding that Bank will bill each Commercial Cardholder for such Commercial Cardholder's New Balance, Company is responsible for full payment of the New Balance for each Commercial Cardholder on or prior to the Payment Due Date, independent of any agreement or program for reimbursement that may exist between Company and Commercial Cardholders and independent of any attempts of Bank to bill or collect the New Balance from a Commercial Cardholder.

Central Billing. If central billing is selected, Bank will bill Company for all New Balances under the Account, and Bank will send each Commercial Cardholder a Billing Statement showing the applicable New Balances for informational purposes. Company will pay Bank directly the total amount of all New Balances under the Account, as shown on the applicable Periodic Statement.

General Terms for Both Billing Methods. All payments must be made in U.S. Dollars. Any payment made by check or other item must be drawn on a financial institution located in the United States. Company and each Commercial Cardholder agree not to deduct or withhold, without Bank's prior written approval, any amount shown as due on a Billing Statement. Acceptance of late payments, partial payments or any payment marked as being payment in full or as being a settlement of a dispute will not affect any of Bank's rights to payment in full. Company and each Commercial Cardholder agree that payment terms set forth herein supersede any agreement with regard to payment terms established between Company or any Commercial Cardholder and the seller of goods or services or any payment terms that might be imputed to Company or any Commercial Cardholder and the seller under applicable law for goods or services purchased using Commercial Cards. Subject to any mandatory provisions of applicable law, all payments made on the Account will be applied to balances in the Account in the manner Bank determines. In general, Bank applies payments to lower APR balances before higher APR balances, which means, among other things, finance charges will increase if Transactions are made that are subject to higher APRs. If payment does not conform to the requirements stated above, crediting of the Account may be delayed. If this happens, additional charges may be imposed.

- 11. Cash Advances.** Upon consent by Company, a Commercial Cardholder may use the Commercial Card to obtain Cash Advances.
- 12. Finance Charges.** Finance Charges begin on the date of the Transaction, or the first day of the Commercial Cardholder's billing cycle in which the Transaction is posted, whichever is later. However, Finance Charges will be imposed on Purchases only if the entire New Balance, as shown on the Commercial Cardholder's Billing Statement, is not paid in full on or before the Payment Due Date. The Annual Percentage Rates for Cash Advances and Purchases are described below. In each case, the periodic rate is calculated by dividing the APR by the total number of days in the calendar year (i.e., 365 or 366).

Bank calculates the Finance Charge on Cash Advances by applying the periodic rate to the "average daily balance" of Cash Advances (including current Transactions). The "average daily balance" equals the sum of "daily balances" during the billing cycle divided by the total number of days in the billing cycle. The "daily balance" for each day equals the beginning balance of Cash Advances for such day (including any past due Finance Charges on Cash Advances), plus any new Cash Advances during such day, less any applicable payments or credits made during such day.

The **Annual Percentage Rate or APR** for Cash Advances currently is **23.99%**. Depending on qualifications, other rates for Cash Advances may apply or be available and notice thereof will be provided to Company and/or the Commercial Cardholder. The minimum **Finance Charge** on combined Cash Advance and Purchase balance is **\$1.00**.

Bank calculates the Finance Charge on Purchases by applying the periodic rate to the "average daily balance" of Purchases (excluding current Transactions). The "average daily balance" equals the sum of "daily balances" during the billing cycle divided by the total number of days in the billing cycle. The "daily balance" for each day equals the beginning balance of Purchases (including any Finance Charges on Purchases) for such day, less any applicable payments or credits made on such day. The calculation of "daily balance" does not include any new Purchases made on the applicable day.

The **Annual Percentage Rate or APR** for Purchases currently is 21.99%. Depending on qualifications, rates other than the standard APR for Purchases may apply or be available and notice thereof will be provided to Company and/or the Commercial Cardholder. The minimum **Finance Charge** on the combined Purchase and Cash Advance balance is **\$1.00**.

If "special" Finance Charge offers are in effect from time to time, Bank will separately identify them on the Periodic Statement and separately disclose on the Periodic Statement the balances to which the special offers apply. These separate balances and the related periodic Finance Charges will be calculated in the same manner as described above. Any such special Finance Charge arrangements may be forfeited if Company or any Commercial Cardholder breaches, or is in default under, this Agreement, a Commercial Cardholder Agreement or any other agreement governing use of the Account, in which case the above described APRs may apply.

- 13. Foreign Currency Transactions.** Transactions in foreign currencies will be converted to U.S. Dollars at the exchange rate determined by Visa® USA, Inc. or its affiliates ("Visa®"), using Visa® currency conversion procedures. Currently, the currency conversion rate is generally either wholesale market rate or a government-mandated rate in effect for the date of conversion, determined by Visa® in its sole discretion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date of use of the Commercial Card. A conversion international transaction charge will be charged to the Card for Transactions in foreign currencies. In addition, an International Transaction Fee in the amount set forth in the Pricing Information will be charged if such transaction was in U.S. Dollars but charged by a



merchant who is outside of the U.S.

14. **Other Charges.** In addition to any Finance Charge, the following other charges will be applicable to the Account:
- Late Fee.** If payment is not received by the Payment Due Date shown on the Commercial Cardholder's Billing Statement, a late payment fee in the amount set forth in the Pricing Information may be charged. For the avoidance of doubt, this late payment fee applies each time a Commercial Cardholder's New Balance is not paid by the applicable Payment Due Date.
 - Return Check Fee.** If a financial institution does not honor the check, ACH withdrawal or other payment method used to pay amounts owing under a Commercial Cardholder Agreement or Bank must return a check because it is not signed or is otherwise irregular, Bank may charge a return check fee in the amount set forth in the Pricing Information. For the avoidance of doubt, this return check fee applies to each instance where a check, ACH withdrawal or other payment method used that is not honored.
 - Payment by Phone Fee.** Bank may charge a fee in the amount set forth in the Pricing Information if Company or a Commercial Cardholder makes a payment through a phone call to Bank.

Pricing Information may be changed from time to time through disclosures posted on Bank's website or otherwise made available to Company.

When a Commercial Cardholder uses an ATM not owned by Bank, there may be a fee charged by the ATM operator, Bank or by any network used to complete a Transaction, and/or a fee may be charged for a balance inquiry (even if any other transaction is not completed).

Unless otherwise arranged with Bank, any late payment, returned check, or payment by phone will be added to the Commercial Cardholder's Purchase balance and be treated as a Purchase.

15. **Default.** Company will be in default if:
- Company fails to comply with this Agreement or a Commercial Cardholder fails to comply with the Commercial Cardholder Agreement,
 - Company fails to meet any other obligations to Bank, howsoever arising (i.e., whether related or unrelated to this Agreement or the Account), including, but not limited to any other obligations Company has to Bank, as borrower, guarantor, pledgor, grantor or in any other capacity, under any note, account agreement, guaranty, business loan agreement, commercial security agreement, deed of trust or other loan document or credit agreement,
 - the occurrence of an event or circumstance comprising a default in the payment or performance of any term or condition of any credit agreement, note, security agreement, mortgage, deed of trust, deed to secure debt, or other agreement or instrument evidencing or securing any other indebtedness, liabilities or obligations of Company,
 - a petition for bankruptcy, insolvency, receivership, or similar protection is filed by or against Company or any Commercial Cardholder,
 - in any period, Bank does not receive the amount due by the Payment Due Date for any Commercial Card,
 - any Commercial Cardholder exceeds his or her credit line or Company's overall credit line is exceeded,
 - Company is dissolved, consolidated or merged, or a change in control of the ownership of Company or any of its affiliates occurs,
 - any guarantor of this Agreement becomes insolvent, dies or becomes incompetent, or revokes or disputes the validity of, or liability under any guaranty of indebtedness that includes this Agreement,
 - any guarantor of this Agreement fails to comply with any term, obligation, covenant or condition contained in its guaranty, or
 - Bank believes in good faith that the payment or performance of Company's or any Commercial Cardholder's obligations to Bank is impaired for any reason.

If Company or any Commercial Cardholder is in default, Bank may, at its option, restrict some or all further Account activity. Bank may also, at its option, demand immediate payment of the full balance of the Account and take any available legal action. If Company or any Commercial Cardholder is in default and fails to pay any amount owed, Company will be liable for Bank's collection costs and, if the claim is referred to an attorney for collection, Company will also be liable for any reasonable attorney fees which are incurred, plus the costs and expenses of legal action. Nothing herein shall limit Bank's right to terminate any or all Account privileges as otherwise provided in this Agreement. Bank will not be obligated to honor any attempted use of any Commercial Card if a default has occurred under this Agreement or under or if Bank has decided to suspend or terminate the Commercial Card or Account privileges.

16. **Liability.** Company shall be liable for all Purchases, fees, Cash Advances and other charges incurred or arising by virtue of the use of the Account whether or not authorized. The Program Administrator shall notify Bank by telephone (with written confirmation) of the termination or employment of any Commercial Cardholder or any lost or stolen Commercial Card. Based upon Standard Industry Classifications ("SIC") or Visa® Merchant Category Codes ("MCC") and as agreed to by Company, Bank shall consider requests to establish charge authorization procedures in order to cause certain Transactions to be refused or denied. Bank may monitor Account activity in order to assist Company in detecting Transactions which are outside of usage procedures established by Company or Authorized Officer; provided, Company will bear any incremental costs borne by Bank to monitor Transaction activity and assist Company in detecting such Transactions, including allocated cost of personnel needed to administer such functions, and provided that Bank shall have no liability regarding any failure or alleged failure on its part to detect any Transactions which are outside of usage procedures established by Company or otherwise unauthorized or improper.



17. **Billing Disputes.** Disputes regarding charges or billings in connection with the Account shall be communicated in writing to Bank at the address indicated in Section 18. Oral communications with Bank regarding disputed charges or billings may not preserve Company's rights. Communications should include the Commercial Cardholder name and account number related to the Commercial Card, the dollar amount of any dispute or suspected error, the reference number and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by Bank within sixty (60) days of the date of the Billing Statement on which the disputed or incorrect charge first appeared or Company will be deemed to have accepted them and waived any objection to them. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges, unauthorized charges, disputes as to the quantity or quality of goods or services purchased with a Commercial Card, and billing errors on the Periodic Statement. Company and the Commercial Cardholder are responsible for handling any dispute directly with the merchant that accepted or refused to accept a Commercial Card. Company may not assert disputes with a merchant against Bank. Any such dispute is solely between Company and the Commercial Cardholder and the merchant, and Company and the Commercial Cardholder must still pay the total amount of the sales draft plus any appropriate charges Bank may be authorized to make. Bank will investigate disputes and billing errors, and may, in its sole discretion, attempt to facilitate their resolution or correction, but Bank will not be responsible for resolving or correcting them.
18. **Notice and Communication.** Billing Statements will be sent to Company at the physical address shown in Bank's files or by an electronic statement to the email address for Company shown in Bank's files. Bank can provide any notice required under this Agreement or required by law at the physical address for Company shown in Bank's files, through electronic notice given to any email address for Company provided to Bank, or by telephone at any telephone number for Company provided to Bank. Such notices may refer to a link on Bank's website and Company agrees to access such link and read the content on the webpage to which it is directed, or contact Bank to receive a hardcopy of such notification. Company agrees to inform Bank promptly in writing of any change in physical address, email address or telephone number. Bank may, in its discretion, accept address corrections from the United States Postal Service. All notices, requests and other communication from Company to Bank must be directed to: Umpqua Bank, Credit Card Department, PO Box 1952 Spokane, WA 99210-1952, or by calling 1-866-777-9013. If Company has a dispute with Bank, contacting Bank verbally may not preserve Company's rights.
19. **Internet Access and Account Information.** Bank may permit access to certain information regarding the Account via the internet and may provide certain advance reporting regarding the Account. Such internet access and advance reporting may be subject to additional terms and conditions that will be displayed upon initial login, and Company hereby agrees to be bound thereby. Bank may, in its sole discretion, at any time and without prior notice, discontinue providing such internet access and/or such advance reporting or elect to assess certain fees (or increase such fees) in connection with providing such access or such advance reporting. BANK SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO ANY INTERNET ACCESS OR ADVANCE REPORTING (REGARDLESS OF WHETHER ANY FEE IS ASSESSED), INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ANY INTERNET ACCESS AND/OR ADVANCE REPORTING IS PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO BANK. If Bank elects to provide Company access to certain information regarding the Account via the internet or provides any advance reporting regarding the Account, Company will be responsible for any configuration, system programming, or other compatibility issues associated with obtaining such access or receiving or utilizing such reports, and Company agrees to accept full liability for any changes made to the Account using such internet services.
20. **Proprietary Information.** Bank considers the Commercial Card program to be a unique service involving Bank's proprietary information. Company agrees that Commercial Card program reports, manuals, documentation (including, without limitation, this Agreement) and related materials will not be used or disclosed other than as necessary to participate in the Commercial Card program, and to take reasonable steps to safeguard the confidentiality of such proprietary information.
21. **Renewal; Termination.**
- Following the expiration of the Initial Term, this Agreement will automatically renew for successive Renewal Terms unless either Party provides notice of non-renewal at least ninety (90) days prior to the end of the then-current term or unless earlier terminated pursuant to this Section 21.
 - At any time without cause, either party may terminate this Agreement upon ninety (90) days prior written notice; provided, however, that if Company terminates this Agreement pursuant to this Section 21(b), Company shall pay an amount equal to (i) \$5,000 if terminated during the first six months of the Initial Term or \$2,500 if terminated during the sixth through eighteenth month of the Initial Term, plus (ii) a pro rata portion (based on the number of months remaining in the Initial Term at termination divided by the total number of months in the Initial Term) of any signing bonus, incentive or rebate provided to Company upon commencement of this Agreement.
 - Bank may immediately terminate this Agreement if Company fails to pay any amount due hereunder, is in default or otherwise breaches any of its obligations hereunder.
 - All Commercial Cards and related Accounts shall be deemed canceled effective upon termination of this Agreement.

Upon termination of this Agreement, Company shall instruct all Commercial Cardholders to immediately destroy and cease use of the Commercial Cards. Company and the Commercial Cardholders shall remain liable for all purchases, fees and other charges incurred or arising by virtue of the use of a Commercial Card prior to the termination date.

Bank shall have the right to suspend all services and obligations under this Agreement in the event that the amount due from Company, as the result of Purchases, fees, Cash Advances and other such charges, exceeds the credit limit established by Bank.

Upon termination of this Agreement, all amounts outstanding under the Account shall be immediately due and payable, without further demand or notice.



The provisions of this Agreement shall survive termination of this Agreement as their context may naturally dictate.

Notwithstanding the foregoing or any other provision in this Agreement, Bank may limit, suspend, or terminate Company's privileges under this Agreement or the privileges of any Commercial Cardholder under a Commercial Cardholder Agreement (and list the Commercial Card and the Account in warning directories) at any time without notice or liability.

22. **Credit Worthiness.** Bank reserves the right to:
- Determine the creditworthiness of Company periodically by obtaining financial statements from Company;
 - Request a guaranty of payment, pledge of collateral, or other similar security from Company or its subsidiaries or affiliates based on the review of Company financial statements;
 - Approve or decline the issuance, renewal, or replacement of a Commercial Card to any person in Bank's sole discretion; and
 - Cancel, suspend or limit spending on any Commercial Card at any time for any reason or no reason, subject to the notice requirements set forth in Section 21 of this Agreement.
23. **Warranties.** Company warrants that:
- This Agreement constitutes a valid, binding and enforceable agreement of Company;
 - The execution and delivery of this Agreement and the performance of its obligations under this Agreement are within Company's powers; have been duly authorized by all necessary action; and do not constitute a breach of any agreement of Company with any party;
 - The execution of this Agreement and the performance of its obligations under this Agreement will not cause a breach by Company of any duty arising in law or equity or otherwise; and
 - Company is solvent and possesses the financial capacity to perform all of its obligations under this Agreement.
- Failure of any of the above representations and warranties to be true and correct in all respects during the term of this Agreement shall constitute a breach of this Agreement, and Bank will have the right, upon notice to Company, to immediately terminate this Agreement and all amounts outstanding hereunder shall be immediately due and payable, without further demand or notice.
24. **Collateral.** This Agreement shall be secured by any and all personal property granted to Bank under any security agreement securing other indebtedness owed by the Company to Bank, except for titled vehicles. However, in no event shall the obligations of the Company under this Agreement be secured by real property under any cross-collateralization provision in any loan documents between Company and Bank.
25. **Financial Information.** Bank may elect to defer to Financial Information contained within an active commercial borrowing agreement between the Company and Bank. If Company does not have an existing commercial borrowing agreement with Bank, then Company shall deliver to Bank as soon as available, and in any event not later than one hundred and twenty (120) days after the end of each fiscal year of Company, Company's audited financial statements prepared by independent certified public accountants selected by Company. If audited financials are not available, Bank, in its sole discretion, may accept reviewed or prepared financial statements. Company further agrees to provide to Bank from time-to-time, such other information regarding the financial condition of Company as Bank may reasonably request. Company hereby authorizes Bank to request credit reports in connection with the issuance and use of the Commercial Cards. Information concerning Company's credit history with Bank may be furnished to consumer reporting agencies or others who may properly receive that information.
26. **Unauthorized Transactions.** Bank assumes no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of any Commercial Cards or personal identification numbers or codes (PINs). Company will promptly notify Bank of any actual or suspected breach of security or unauthorized activity involving the Commercial Cards or the Account (whether or not involving employees of Company). Company must establish, maintain, and follow commercially reasonable security procedures regarding the Commercial Cards and the Account.
27. **Trademarks.** Company and Bank each recognize that they have no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other party. Company and Bank each agree that, without prior written consent of the other party, they will not use the name or any name, logo, copyright, service mark or trademark owned or licensed by the other party.
28. **Amendment.** Bank can amend this Agreement at any time upon notice to Company. Subject to the requirements of applicable law, any amendments to this Agreement will become effective at the time stated in the notice to Company and unless specified otherwise, the amended terms of this Agreement will apply to all outstanding unpaid indebtedness in the Account as well as new Transactions. Use of any Commercial Card by a Commercial Cardholder after the effective date of the change constitutes acceptance of the change. Company shall have no right to amend this Agreement without the prior written consent of Bank.
29. **Interpretation.** The section headings shall in no way be held to explain, modify, or aid in the interpretation of the provisions hereof. Wherever possible, each provision will be interpreted in a manner as to be valid, legal, and enforceable under applicable law. If any provision is declared invalid, illegal, or unenforceable in any jurisdiction, it shall be modified to render it valid, legal, and enforceable in the manner that best advances the spirit of this Agreement and/or such provision shall be deemed deleted, as the subject court or arbitrator(s) shall determine, and the remaining provisions will continue in full force and effect in the subject jurisdiction. The rule of construing ambiguities against the drafter shall not apply.
30. **Non-Waiver.** Bank can accept late payments, partial payments, checks and money orders marked "Paid in Full" or similar language purporting



to have the same effect without losing or in any way impairing any of Bank's rights. Bank can also delay enforcing its rights for any length of time and for any number of times without losing or in any way impairing those or any other rights. The fact that Bank may at any time honor a Purchase or Cash Advance in excess of a credit line does not obligate Bank to do so again, nor does it waive any of Bank's rights or remedies regarding any breach of this Agreement. Without limiting the foregoing, the delay or failure of Bank to exercise any right, power or option, or to insist upon strict compliance with any term of this Agreement, shall not constitute a waiver of that or any other right, power, option, or term of this Agreement, nor a waiver of that or any other breach thereof, nor a waiver of Bank's right at any time thereafter to require strict compliance with that or any other term hereof. No waiver shall be effective against Bank unless it is expressly stated in a writing signed by Bank.

31. **Survivability of Payment Obligations, Rights and Remedies.** The obligation of Company to make payments as herein set forth shall continue until fully performed. Rights, obligations or liabilities that arise prior to the suspension or termination of this Agreement shall survive the suspension or termination of this Agreement, including any rights Company or Bank may have with respect to each other arising out of either party's performance of services or obligations prior to the expiration or termination of this Agreement.
32. **DISCLAIMER.** BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED TO COMPANY OR ANY COMMERCIAL CARDHOLDER WITH RESPECT TO THE ACCOUNT, THE COMMERCIAL CARDS, THIS AGREEMENT OR ANY COMMERCIAL CARDHOLDER AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ALL BANK SERVICES ARE PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO BANK.
33. **LIMITATION OF LIABILITY.** TO THE EXTENT SUCH LIMITATION OF LIABILITY IS PERMITTED BY LAW, (i) BANK WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER OR NOT FORESEEABLE, (ii) BANK WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH ANY INACCURACY, ACT OR FAILURE TO ACT ON THE PART OF ANY PERSON NOT WITHIN BANK'S REASONABLE CONTROL, OR ANY ERROR, FAILURE, OR DELAY IN EXECUTION OF ANY TRANSACTION RESULTING FROM CIRCUMSTANCES BEYOND BANK'S REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INOPERABILITY OF COMMUNICATIONS FACILITIES OR OTHER TECHNOLOGICAL FAILURE, AND (iii) BANK WILL NOT BE LIABLE FOR ANYTHING RELATING TO THE ACCOUNT, COMMERCIAL CARDS OR THIS AGREEMENT EXCEPT TO THE EXTENT DIRECTLY ARISING AS A RESULT OF BANK'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. PROVIDED BANK HAS COMPLIED WITH ITS OBLIGATIONS UNDER THIS AGREEMENT, AND SUBJECT TO APPLICABLE LAW, COMPANY AGREES TO INDEMNIFY, DEFEND, AND HOLD BANK HARMLESS AGAINST ANY THIRD PARTY CLAIM ARISING FROM, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, ANY USE OF ANY COMMERCIAL CARD, THE ACCOUNT, THIS AGREEMENT, OR ANY RELATED SERVICE PROVIDED BY BANK.
34. **Governing Law.** This Agreement, the Account and all Commercial Cards will be controlled by and construed and enforced under the laws of the State of Oregon without regard to Oregon's conflict of laws principles (i.e., as applicable to agreements made and performed in Oregon) and, as applicable, Federal law.
35. **Venue.** If there is a dispute or issue relating to the Account or to this Agreement, the location of the court proceeding will occur in the state where Company opened the Account and the county will be chosen by Bank in its sole discretion.
36. **Assigns & Successors.** Company may not assign, in whole or in part, any Commercial Card, the Account, or this Agreement to any other person or entity. Bank may at any time assign, in whole or in part, the Account, any sums due under the Account, or this Agreement to any person or entity. The person or entity receiving any such assignment shall succeed to Bank's rights and obligations under this Agreement to the extent assigned. Except as otherwise provided herein, this Agreement shall be binding upon the parties' successors and assigns.
37. **Remedies.** Except where a remedy is expressly stated to be exclusive, the remedies herein provided are cumulative and not exclusive of any remedies provided herein or otherwise, at law or in equity. To the extent permitted by applicable law, Bank reserves a right of setoff in all Company's accounts with Bank (whether checking, savings or other), including all existing accounts and all such accounts that may be opened in the future. Company authorizes Bank, to the extent permitted by applicable law, to charge or setoff all sums owing under the Account against any and all such accounts, and, at Bank's option, to administratively freeze all such accounts to allow Bank to protect Bank's charge and setoff rights provided in this Section, at law or otherwise.
38. **Entire Agreement.** This Agreement, along with the related credit application documents, Commercial Cardholder Agreements, and other related agreements, is the entire agreement between the parties hereto regarding the subject matter and supersedes any oral agreements, oral representations, or oral warranties relating thereto.
39. **Confidentiality.** Bank may disclose information to third parties about the Account and/or the Transactions in order to process Transactions or otherwise perform Bank's obligations under this Agreement, to verify the existence and condition of the Account for a third party (such as a credit bureau or merchant), to comply with government agency or court orders, or in accordance with written permission granted by Company.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BANK CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BANK TO BE ENFORCEABLE.



PRICING INFORMATION

Interest Rates and Interest Charges	Purchase Annual Percent Rate (APR)	A fixed APR, currently 21.99%
	Cash Advance APR	A fixed APR, currently 23.99%
	Balance Calculation Method	Average Daily Balance (Including new purchases)
	Minimum Interest Charge per Billing Cycle	\$1.00 unless Average Daily Balance for combined Purchases and Cash Advances is zero
	Payment Due Date	Bank will not charge interest on purchases if the entire balance is paid by the due date as outlined below. Interest on balance transfers, cash advances, and overdraft advances will begin on the transaction date. <i>Monthly Cycles:</i> The due date as shown on the Periodic Statement will be a minimum of 25 days after the close of each billing cycle. <i>Weekly or Bi-weekly Cycles:</i> The due date as shown on the Periodic Statement will be 5 days after the close of each billing cycle. Automatic payment required. <i>Daily Settlement</i> requires automatic payment of daily balances with no grace period.
Fees	Balance Transfer	Not available
	Cash Advance	Either \$15 or 5% of the amount of each transaction, whichever is greater
	International Transaction	2.00% of transactions made outside the U.S., in either foreign currency or U.S. Dollars, using an Umpqua Bank card
	Late Payment	\$15 if the balance is less than \$100; \$35 if the balance is \$100 or more
	Payment by Phone	\$10
	Return Payment	\$35
	Return Check	\$35
Custom Card Design Fee	\$500 one-time setup fee; fee waived with a minimum of \$2MM in annual card program spend	

The information listed above is correct as of January 1, 2020 and is subject to change at any time without prior notice. To receive the most recent information, please write to Umpqua Bank, PO Box 1952 Spokane, WA 99210-1952 or access Bank's website at www.umpquabank.com/disclosures/.

COMPANY _____	UMPQUA BANK _____	
AUTHORIZED SIGNER	AUTHORIZED SIGNER	
_____ SIGNATURE	_____ SIGNATURE	_____ ASSOCIATE SIGNATURE
_____ PRINT NAME	_____ PRINT NAME	_____ ASSOCIATE NAME
_____ TITLE	_____ TITLE	_____ ASSOCIATE TITLE
_____ DATE	_____ DATE	_____ DATE

This agreement requires a minimum of one (1) signature by an authorized signer of Company. Any and all signers must be authorized to sign on behalf of Company.

