



IMPORTANT: The Commercial Card was issued to you at the request of your Employer. Before you sign or use the Commercial Card, you must read this Agreement, as it governs use of the Commercial Card. All extensions of credit in connection with your Account are being made by Umpqua Bank ("Umpqua")

1. **Definitions.** In this Commercial Cardholder Agreement ("Agreement") the following definitions shall apply: "Commercial Card" means the enclosed Visa® Commercial Card (and all replacements) issued to you by the Bank. "Account" means the credit card account established in connection with the Commercial Card. "Transaction" means any account activity that has a debit value. "Purchase" means a Transaction made to purchase or lease goods or services, or pay amounts you or your Employer owe (excluding Cash Advances). "Cash Advance" means a Transaction to obtain a cash loan from a bank or other financial institution that accepts the Commercial Card (whether through an ATM, a teller at a branch, or otherwise) and/or a loan from the Bank through your use of any checks or drafts the Bank may provide for drawing funds from the Bank to be posted as Cash Advances on your Account (any surcharges charged by any owner or operator of any ATM, or by the Bank, or by any other bank with respect to the Cash Advance will be deemed a part of the Cash Advance). "Legitimate Business Charge" means any Transaction which benefits your Employer, either directly or indirectly. "Employer" means the organization that authorized Umpqua to issue the Commercial Card to you as an employee of the organization. "Finance Charge" means any charge to your Account by Umpqua that is calculated and assessed in accordance with this Agreement. "Annual Percentage Rate" means an annualized rate of Finance Charge, as determined by us. The words "you" and "your" refer to the employee named on the Commercial Card, who agrees to be bound by the terms of this Agreement. The words "we", "us", and "our" refer to Umpqua.
2. **Acceptance of the Agreement.** By accepting, signing or using the Commercial Card or the Account, you are agreeing to be bound by this Agreement and any disclosures, rules, or notices relating to the Commercial Card as may be posted on Umpqua's website or otherwise made available to you and as amended from time to time. If you do not agree to be bound by this Agreement and such related disclosures, rules, and notices, you must not use the Commercial Card or Account, and you must cut the Commercial Card in half and return the pieces to your Employer or Umpqua. Your Commercial Card cannot be used until it is activated. If you activate your Commercial Card, you agree to sign it upon such activation.
3. **Ownership of the Commercial Card.** The Commercial Card remains the property of Umpqua. Umpqua can revoke your right to use the Commercial Card at any time. Umpqua can do this with or without cause and without giving you notice. You must surrender the Commercial Card to your Employer or to Umpqua upon request.
4. **Use of Commercial Card.** Charging privileges on the Commercial Card are provided by Umpqua pursuant to a contract with your Employer and this Agreement. Your Employer has authorized issuance of the Commercial Card, which is to be used only by you and only for Legitimate Business Charges, as established by your Employer. Charging privileges will be withdrawn upon termination of your employment or affiliation with your Employer or upon termination of the contract between Umpqua and your Employer governing this Commercial Card. Charging privileges may also be withdrawn by Umpqua with or without cause at any time with or without notice.

You agree not to use your Account for any transaction that is primarily for personal, family or household purposes. You agree to accept credits to the Account instead of cash refunds when the original Purchase was charged to the Account. You agree not to use Account for any illegal transactions.

You acknowledge that Umpqua provides the Commercial Cards as an accommodation party only and, except as otherwise expressly provided by law or herein, Umpqua is not responsible for the manner in which the Commercial Cards are used.

5. **Statements.** We will send a statement at the end of each monthly billing cycle in which the Account reflects a debit or credit balance or if a Finance Charge has been imposed. An electronic statement may be made available to you in substitution of a paper statement upon your request. Among other things, the monthly statement will: itemize Transactions, credits and adjustments; show any Finance Charge; 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"). In certain circumstances, your Employer may decide to receive one summary statement for all Commercial Cards and to submit one total payment for all Commercial cards.
6. **Payments. Individual Billing.** If your Employer selected individual billing, we will bill you for the total amount of Transactions, Finance Charges and other charges (i.e., the total amount of Transactions, Finance Charges and other charges (including, without limitation, any fees) and amounts due under this Agreement, net of any payments and credits, as shown on your monthly billing statement (such amount, the "New Balance"), which will be due in full, on or before the Payment Due Date. Your Employer is responsible to us for full payment of the New Balance, independent of any agreement or program for reimbursement that may exist between you and your Employer. If you make any payments to us regarding your Commercial Card, such payments will be deemed made on behalf of your Employer. 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. The monthly payment must be sent to Umpqua at the address shown on your monthly statement.

Central Billing. In certain circumstances, your Employer may decide to pay Umpqua directly for certain of your Transactions made to your Commercial Card, in which case certain Transactions may be billed directly to your Employer and will appear on your billing statement as a memorandum item only.

General Terms for Both Billing Methods. You agree not to deduct or withhold, without our 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 our rights to payment in full. You agree that payment terms set forth herein supersede any agreement with regard to payment terms established between you and your Employer and/or the seller of goods or services and/or any payment terms that might be imputed to you and the seller under applicable law for goods or services purchased using the Commercial Card. Subject to any mandatory provisions of applicable law, all payments made on the Account will be applied to your balances in the manner we determine. In general, we apply payments to lower APR balances before higher APR balances, which means, among other things, your finance charges will increase if you make transactions 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.



7. **Cash Advances.** If your Employer consents, you may be able to use your Commercial Card to obtain Cash Advances. If a personal identification number or code ("PIN") is provided for your use, you agree to retain it in secrecy, to not permit other persons to learn your PIN, and to follow your Employer's and Umpqua's security procedures regarding your PIN and your Commercial Card.
8. **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 monthly 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).

We figure a portion of the Finance Charge on Cash Advances by applying the periodic rate to the "average daily balance" of Cash Advances (including current transactions). To get the "average daily balance" we take the beginning balance of your Cash Advances each day (which such beginning balance includes any past due Finance Charges on Cash Advances), add any new Cash Advances, and subtract any applicable payments or credits. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

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

We figure a portion of the Finance Charge on Purchases by applying the periodic rate to the "average daily balance" of your Purchases (excluding current transactions). To get the "average daily balance" we take the beginning balance of your Purchases each day (which such beginning balance includes any Finance Charges on Purchases), and subtract any applicable payments or credits. We do not add in any new Purchases. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The **Annual Percentage Rate** for Purchases 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 you or the Commercial Cardholder. The minimum **Finance Charge** on your combined Purchase and Cash Advance balance is **\$1.00**.

If we have "special" Finance Charge offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly 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 Purchases described above. Any such special Finance Charge arrangements may be forfeited if you or Company breach, or are in default under, this Account Agreement or any other agreement governing use of the Commercial Card Account, in which case the above described APRs may apply.

9. **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's 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 you used your Card. A conversion international transaction charge will be charged to the Card. In addition, an International Transaction Fee will be charged if such transaction was in U.S. Dollars but charged by a merchant who is outside of the U.S. in the amount set forth in the Pricing Information located on the final page of this agreement.
10. **Other Charges.** In addition to any Finance Charge, the following other charges will be applicable to each Account:
- (a) **Late Fee.** If we do not receive payment by the Payment Due Date shown on the Commercial Cardholder's monthly billing statement, we may charge a late payment fee in the amount set forth in the Pricing Information located on the final page of this agreement. For the avoidance of doubt, this late payment fee applies each time a Commercial Cardholder's New Balance is not paid by the Payment Due Date.
 - (b) **Return Check Fee.** If a bank does not honor the check or ACH withdrawal used to pay amounts owing under a Commercial Cardholder Agreement or we must return a check because it is not signed or is otherwise irregular, we may charge a return check fee in the amount set forth in the Pricing Information located on the final page of this agreement. For the avoidance of doubt, this return check fee applies to each Account for which a bank does not honor the check or ACH withdrawal used or for which we must return a check.
 - (c) **Payment by Phone Fee.** We may charge a fee if you or a Commercial Cardholder make a payment through a phone call to us in the amount set forth in the Pricing Information located on the final page of this agreement.

We may change the Pricing Information from time to time (through disclosures posted on Umpqua's website or otherwise made available to you).

When a Commercial Cardholder uses an ATM not owned by us, there may be a fee charged by the ATM operator, Umpqua 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 between us, any late, return check, or payment by phone will be added to the Commercial Cardholder's Purchase balance and be treated as a Purchase.

11. **Default.** You will be in default if: (1) you fail to comply with this Agreement, (2) you fail to meet any of your other obligations, howsoever arising (i.e., whether related or unrelated to this Agreement or your Commercial Card) to us when due, or upon your death or bankruptcy or insolvency, or (3) we believe in good faith that the performance of your obligations to us is impaired for any reason. If you or your Employer is in default, Umpqua may, at its option, restrict further Account activity. Umpqua may also, at its option, demand immediate payment of the



full balance and take any available legal action. Nothing herein shall limit our right to terminate any or all of your Account privileges as otherwise provided in this Agreement. We will not be obligated to honor any attempted use of the Commercial Card if a default has occurred regarding your Commercial Card or regarding your Employer's obligations to us, or if we have decided to suspend or terminate the Commercial Card.

12. **Cancellation of Commercial Card.** You may cancel your Commercial Card at any time by notifying Umpqua in writing at the address on your monthly billing statement and by returning the Commercial Card to your Employer or Umpqua cut in half. Your Employer or Umpqua may suspend or cancel your Commercial Card at any time for any reason or no reason. You agree to surrender the Commercial Card upon request to your Employer or to any authorized representative of Umpqua.
13. **Renewal and Replacement Cards.** Unless canceled, the Commercial Card will be valid until the expiration date which is printed on the Commercial Card. Umpqua may continue to issue renewal or replacement Commercial Cards until you or your Employer notifies Umpqua to cancel the Account.
14. **Exchange of Information between Umpqua and your Employer.** You hereby authorize Umpqua to furnish information concerning your use of the Commercial Card to your Employer. In addition, you hereby authorize your Employer to furnish to Umpqua information concerning reimbursement received, employment status, and location.
15. **Loss, Theft or Unauthorized Use of Commercial Cards.** You agree to notify Umpqua immediately of any loss, theft or unauthorized use of the Commercial Card or Account. Such notice shall be by calling us at the phone number provided in Section 18 of this Agreement and by writing to us at address provided in Section 18 of this Agreement. You further agree to notify your Employer in accordance with your Employer's instructions. We may terminate or limit access to your Commercial Card if you have notified us or we have determined that your Commercial Card may have been lost or stolen, or that there may be unauthorized access to your Commercial Card. We assume no responsibility to discover or audit any possible breach of security or unauthorized disclosure or use of any Commercial Cards or PINs.

You may be liable for the unauthorized use of your Commercial Card. You will not be liable for unauthorized use that occurs after you notify us at the address provided in Section 18 of this Agreement, orally or in writing, of the loss, theft or possible unauthorized use. In any case, your liability will not exceed \$50.

The foregoing limitation on liability does not apply to your Employer, who has agreed to assume all liability for unauthorized use of your Commercial Card.

16. **Refusal to Honor Commercial Card.** Umpqua will not be responsible for a merchant's or financial institution's refusal to honor the Commercial Card. Umpqua also reserves the right to deny authorization of any Transactions. Except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through use of any Commercial Card or the Commercial Card Account.
17. **Credit Line/Authorized Usage.** Your credit line is shown on the folder containing your Commercial Card. Your credit line is a portion of the Employer's authorized credit and is based on your Employer's requested credit line for you and other factors as determined by us, in our sole discretion. Since we may change your credit limit from time to time, your latest credit line will appear on the periodic statement. You agree not to make a Purchase or obtain a Cash Advance, or any other Transaction that would cause the unpaid balance of the Account to exceed your credit line. We may honor Purchases, Cash Advances, or any other Transactions in excess of your credit line, at our sole discretion. If we do, this Agreement also applies to that excess. You agree that we may change or cancel your credit line at any time without affecting your obligations under this Agreement. We may designate that only a portion of your credit line is available for Cash Advances or other Transactions. If we do, and if you exceed that limit, you will be considered to have exceeded your credit line for all purposes of this Agreement. For security reasons, we may limit the number of or dollar amount of Purchases, Cash Advances or other Transactions that may be accomplished with your Account, and we have the right to limit authorizations to make Purchases or obtain Cash Advances, or other Transactions if we consider it necessary to verify payments received on the Account or otherwise in our sole discretion at any time.
18. **Notice and Communication.** All notices, requests and other communication from you to Umpqua must be directed to: Umpqua Bank, Credit Card Department, PO Box 1952 Spokane, WA 99210-1952, or by calling us at 1-866-777-9013. We will send statements and any other notices to you and your Employer at the address shown in our files. Our notice may refer you to a link on our website, in which case you hereby agree to access such link and read the content on the webpage to which it directs you, or else contact us to receive a hardcopy of such notification and then read it. You agree to inform us promptly in writing of any change in address. Payments should be sent to the address indicated in the periodic statement. We may, in our discretion, accept address corrections from the United States Postal Service. If you have a dispute with us, be advised that contacting us verbally may not preserve your rights.
19. **Billing Disputes.** Disputes regarding charges or billings hereunder shall be communicated in writing to Umpqua at the address indicated in Section 18. Be advised that oral communications with us regarding disputed charges or billings will not preserve your rights. Communications should include the Cardholder name and Account number, 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 Umpqua within sixty (60) days of the date of your monthly statement on which the disputed or incorrect charge first appeared or you will be deemed to have accepted them. Disputed charges or billings are categorized by us 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 the Commercial Card, and billing errors on your monthly statement. Umpqua will investigate disputes and billing errors, and may, in its sole discretion, attempt to facilitate their resolution or correction, but it will not be responsible for resolving or correcting them. You must handle any claim or defense for a purchase directly with the merchant that accepted or refused to accept your Commercial Card. You may not assert disputes you may have with a merchant against us, as, for example, when you believe that the goods or services purchased with a Commercial Card were defective, not delivered, or not as promised. Any such dispute is solely between you and the merchant, and you or your Employer must still pay the total amount of the sales draft plus any appropriate charges we may be authorized to



make. Umpqua may, in its sole discretion, attempt to facilitate a resolution with the merchant, but Umpqua will not be responsible for doing so, whether or not we make any efforts in that regard. In any event, Umpqua also reserves the right to deny authorization of any transactions.

20. **Third Party Offers.** From time to time, cardholder benefits may be offered through programs sponsored by third parties. These benefits may be subject to certain terms, conditions and exclusions. Umpqua and/or the third party may add, change or delete entirely these benefits without notice or liability to you.
21. **Proprietary Information.** Umpqua considers the Commercial Card program to be a unique service involving Umpqua's proprietary information. You agree that you will not use or disclose Commercial Card program reports, manuals, documentation or related materials other than as necessary to participate in the Commercial Card program, and to take reasonable steps to safeguard the confidentiality of such proprietary information.
22. **Phone Calls.** In the regular course of our business, we may monitor and record phone conversations made or received by our employees. You agree that we will have such right with respect to all phone conversations between you and our employees, whether initiated by you or any of our employees.
23. **Internet Access and Account Information.** Umpqua may permit you to access 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 you hereby agree to be bound thereby. Umpqua may, in its sole and absolute discretion, at any time and without prior notice, discontinue providing you with 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. UMPQUA SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO ANY INTERNET ACCESS OR ADVANCE REPORTING PROVIDED TO YOU (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 UMPQUA. If Umpqua elects to provide you with access to certain information regarding the Account via the Internet or provides any advance reporting regarding the Account, you will be responsible for any configuration, system programming, or other compatibility issues associated with obtaining such access or receiving or utilizing such reports, and you agree to accept full liability for any changes made to the Account by you using these internet services.
24. **Termination.** Notwithstanding any other provision in this Agreement, we may limit, suspend, or terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time (and list your Commercial Card in warning directories) without notice, or liability. If we ask, you must return your Commercial Cards to us. You agree that you will not try to make a Purchase or obtain a Cash Advance or otherwise cause a debit to Commercial Card after you have been notified that your privilege to use your Commercial Card has been terminated. Any termination of this Agreement will not affect your obligations under this Agreement or your liability for all charges and other amounts posted to your Account. In addition, ATMs are programmed to retain Commercial Cards in certain circumstances. The provisions of this Agreement shall survive termination of this Agreement as their context may naturally dictate.
25. **Amendment.** We can amend this Agreement at any time upon notice. Subject to the requirements of applicable law, any amendments to this Agreement will become effective at the time stated in our notice and unless we specify otherwise, the amended terms of this Agreement will apply to all outstanding unpaid indebtedness in the Account relating to your Commercial Card usage as well as new transactions. Use of the Commercial Card after the effective date of the change constitutes acceptance of the change. You shall have no right to amend this Agreement.
26. **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.
27. **Non-Waiver.** We 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 our rights. We can also delay enforcing our rights for any length of time and for any number of times without losing or in any way impairing those or any other of our rights. The fact that we may at any time honor a Purchase or Cash Advance in excess of your credit line does not obligate us to do so again, nor does it waive any of our rights or remedies regarding your breach of this Agreement (i.e., your act of exceeding your credit line). Without limiting the foregoing, the delay or failure of Umpqua 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 our right at any time thereafter to require strict compliance with that or any other term hereof. No waiver shall be effective against Umpqua unless it is expressly stated in a writing signed by Umpqua.
28. **Governing Law & Venue.** This Agreement and your Card 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.
29. **Venue.** If there is a dispute or issue relating to your account or to this Agreement, you and we agree that the location of the court proceeding will occur in the state where you opened the account and that the county will be chosen by us in our sole discretion.
30. **DISCLAIMER.** UMPQUA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED TO YOU OR YOUR EMPLOYER WITH RESPECT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF



MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. ALL UMPQUA SERVICES ARE PROVIDED "AS IS," "WHERE IS" AND WITHOUT RECOURSE TO UMPQUA.

- 31. **Assigns & Successors.** You may not assign, in whole or in part, your Commercial Card, the Account, or this Agreement to any other person or entity. We may at any time(s) assign, in whole or in part, your Commercial Card, the Account, any sums due on the Account, this Agreement. The person(s) or entity(ies) to whom we make any such assignment shall succeed to our rights and/or obligations under this Agreement to the extent assigned. Except as otherwise provided in this Agreement, it shall be binding upon the parties' successors.
- 32. **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.
- 33. **LIMITATION OF LIABILITY.** TO THE EXTENT SUCH LIMITATION OF LIABILITY IS PERMITTED BY LAW, (I) UMPQUA WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER OR NOT FORESEEABLE, (II) UMPQUA 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 OUR REASONABLE CONTROL, OR ANY ERROR, FAILURE, OR DELAY IN EXECUTION OF ANY TRANSACTION RESULTING FROM CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO, ANY INOPERABILITY OF COMMUNICATIONS FACILITIES OR OTHER TECHNOLOGICAL FAILURE, AND (III) UMPQUA WILL NOT BE LIABLE FOR ANYTHING EXCEPT FOR ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. PROVIDED WE HAVE COMPLIED WITH OUR OBLIGATIONS UNDER THIS AGREEMENT, AND SUBJECT TO APPLICABLE LAW, YOU AND YOUR EMPLOYER AGREE TO INDEMNIFY, DEFEND, AND HOLD UMPQUA HARMLESS AGAINST ANY THIRD PARTY CLAIM ARISING FROM, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, YOUR USE OF ANY COMMERCIAL CARD, THE ACCOUNT, THIS AGREEMENT, OR ANY RELATED SERVICE WE PROVIDE.
- 34. **Entire Agreement.** This Agreement is the entire agreement between the parties hereto regarding the subject matter and supersedes any oral agreements, oral representations, or oral warranties relating thereto.
- 35. **State Law Disclosures.** Notice to California Residents: Regardless of your marital status, you may apply for credit in your name alone.
- 36. **Confidentiality.** We will disclose information to third parties about your account or the transactions you make in order to process transactions or otherwise perform our obligations under this Agreement, to verify the existence and condition of your account for a third party (such as a credit bureau or merchant), or to comply with government agency or court orders, or if you give us your written permission.

