

Commercial Mastercard® and Commercial Rewards Mastercard® Credit Card Agreement (Central Billing)



INTRODUCTION.

This Commercial Mastercard and Commercial Rewards Mastercard Credit Card Agreement (the "Agreement") covers your Commercial Mastercard Credit Card account (your "Account") with us. In this Agreement the words "applicant", and "Borrower" mean the person(s) (acting in a business capacity as a sole proprietorship) or organization (corporation, partnership, limited liability partnership, limited liability company or other business entity) named in the application for the Account, or who requested the opening of the Account, and the words "you", "your", "yours" mean the Borrower together with any guarantor(s) for the Account. The words "we" and "Bank", refer to BANNER BANK.

We agree to issue credit cards to certain authorized users, as instructed by you from time to time. Cards will be embossed with a cardholder name, as provided by you. Cards will be issued with separate account numbers but will be billed through a single monthly statement issued to you. You shall be solely and primarily responsible for all charges to and amounts due on each account.

You agree that the Account will be used solely for business purposes and not for any personal, family or household uses. Using or allowing someone else to use the Account means you accept this Agreement. Each time you use the Account, you are representing that you intend, and have the ability, to repay all amounts due on the account. Borrower and each guarantor are jointly and severally liable for all Purchases and Cash Advances and other Charges incurred or arising by virtue of the use of the Account.

DEFINITIONS.

As used in this Agreement:

"Administrator" means one or more individuals designated by you, initially in the Application and as may be updated from time to time in accordance with this Agreement, who are responsible for administering the Account on your behalf.

"Application" means the credit application submitted by you in connection with the Account, including any information provided by you in connection with such application.

"Authorized User" means any director, officer, employee, or contractor of Borrower who is authorized by you to use a Card or Account, whether or not the name of such person is included on a Card.

"Card" means any one or more credit cards issued under the Account and each card number that is able to access the Account, whether or not issued without a tangible card, and including any token or other proxy for such card number whether issued by Bank or a third party (e.g. a digital wallet provider).

"Cardholder" means an Authorized User of Company who is designated by Company to receive a Card and who holds a Card to effect transactions.

"Cash Advance" means a transaction to obtain cash or cash equivalents (as reasonably determined by Bank, including any such amounts as determined by the Network) from a bank or other entity that accepts the Card (whether through an ATM, a teller at a branch, as a merchant or otherwise) and/or a loan from Bank through your use of any checks or drafts Bank may provide for drawing funds from Bank to be posted as cash advances on your Account. Any surcharges charged by any owner or operator of any ATM, or by Bank, or by any other entity that accepts the Card with respect to the cash advance will be deemed a part of the Cash Advance.

"Important Rates and Fees" means the "Interest Rates and Interest Charges" (or similarly titled) document that was provided to you with your initial Card, or as subsequently provided by Bank to you, and which is incorporated into and made a part of this Agreement. The Important Rates and Fees document discloses the Interest Rate and Interest Charges, Fees, and other information applicable to your Account.

"Network" means the Mastercard payment network or such other payment network as may be selected by Bank and upon which Cards may be used to effect transactions.

"Purchase" means a transaction made to pay for goods or services using a Card, but excluding a Cash Advance.

"Rewards Program" means, where applicable based on the Card type selected in the Application, the rewards program offered by Bank pursuant to the TruRewards Terms and Conditions as such terms and conditions may be modified from time to time in accordance with the terms thereof and this Agreement, and which terms are incorporated herein by reference.

"System" means the ledgers, reports, and information regarding Card usage maintained by Bank and made available through various services offered directly by Bank or in conjunction with Network, or through third parties, including "eZBusiness" or other services offered from time to time.

CHARGES BY OTHERS.

Authorized Users

You are responsible for all charges made by any Authorized User. As between you and the Bank, each Authorized User to whom a Card is made available shall be deemed authorized to use the Card and incur charges to the Account until that authority is expressly revoked by you in accordance with this Agreement. As between you and the Bank, all uses of an Account by any employee to whom a Card is issued (or by any person that employee provides their Card to) shall be deemed by Authorized Users and you shall be responsible for all charges thereon regardless of whether the employee violates your rules pertaining to Card usage. Without limiting the foregoing, you, and not any Authorized User individually, shall be liable for all indebtedness on all Cards and obligations arising under or in connection with all Cards. You agree to inform Authorized Users of their responsibilities under this Agreement with respect to the Cards and to maintain a policy stating that use of Cards is limited to reimbursable business expenses and provide Authorized Users with a mechanism for Authorized Users to claim or report business expenses incurred through the use of Cards.

Prohibited Transactions

Neither you nor any Authorized User shall use any Card to make any transaction that is illegal or is in connection with internet or online gambling or a marijuana-related business (collectively, "**Prohibited Transactions**"). Bank shall have the right to amend Prohibited Transactions as determined by Bank at its sole discretion, and Bank will provide notice to you of any such changes. To reduce the risk of fraud and unauthorized transactions, you may coordinate with the Bank to establish charge authorization procedures, based upon Network Merchant Category Codes, which would cause certain attempted transactions to be automatically refused or denied.

CREDIT LINE.

Establishment of Credit Limits

Your Account is a revolving line of credit line in the amount of your credit limit, which credit limit may be changed by Bank at Bank's sole discretion. We will use reasonable efforts to promptly update your online Account information or otherwise advise you of changes to the amount of your credit limit, but for each transaction the credit limit as established by Bank shall control. Your credit limit will be the maximum amount you may have outstanding at any one time under your credit line. You agree not to attempt to obtain more credit than the amount of your overall credit limit and individual credit limits for each Card we establish for you. We may not honor your request for a transaction if: the request would exceed your credit limit; you are in default under this Agreement; your Account has been terminated or suspended, or your Account has not been activated. However, if you temporarily exceed your credit limit, you agree to pay any over limit fees and repay the excess immediately, even if we have not yet billed you. Obtaining such credit does not increase your credit limit.

Sub-Limits

To the extent that a sub-limit is established for any Card or group of Cards, such initial sub-limit will be shown on the carrier containing the Card when it is delivered to the Cardholder and any changes thereto will be shown in your online portal consistent with the Account credit limit, but, for clarity, Bank is not required to communicate such changes separately to the related Cardholder. The credit limit applicable to Card(s) will also be printed on the periodic statement that you receive, including on any information copies which may be provided to a Cardholder.

ACCOUNT ACCESS.

You may use your Card and your Account to make Purchases and obtain Cash Advances. You may use your Account to make Purchases wherever the Card is honored, but we are not responsible for Card acceptance by any merchant or location where you attempt to make a Purchase. You may use your Account to obtain cash advances from us, from participating financial institutions and from automated teller machines. These cash advances are subject to any applicable cash advance credit limit, which will be a sub-limit established by Bank under your or a Card's overall credit limit.

YOUR PROMISE TO PAY.

Promise to Pay

You promise to pay us for all Purchases and Cash Advances, plus any finance charges, fees and other charges (collectively, "**Charges**") which arise from use of the Card or Account by you or any Authorized User. The total outstanding balance of your Account on the closing date of a billing cycle, including any Charges will be shown on your monthly statement for that billing cycle as the "**New Balance**." You promise to pay us an amount equal to the full outstanding balance, including the entire New Balance, by the due date set forth in the statement, either by direct payment or by automatic transfers from your bank deposit account.

Billing Cycles

Bank will establish the monthly Account closing and billing due dates which will be communicated in advance to you and reflected on the billing statements (the "**Billing Cycle**"). You must submit payments in accordance with procedures determined by Bank from time to time. Any failure to comply with Bank's payment procedures may result in your payments being processed, deposited or credited later than you anticipate, in which case you agree to pay Bank, upon demand, any resulting Charges described in the Important Rates and Fees. You will timely pay Bank the total amount of Charges reflected on each monthly billing statement by the due date stated therein, except for billing errors and unauthorized Transactions of which the Bank is promptly notified in accordance with this Agreement. If a Cardholder makes a Card payment, it will be deemed made on behalf of you. All payments must be made in U.S. dollars. Any payment must be drawn on a financial institution located in the United States. If not paid electronically, payments must be sent to Bank at the address shown on the monthly billing statement.

Automatic Payments

You may provide Bank with a written request to make all payments on Cards by use of a designated deposit account maintained at Bank ("**Deposit Account**") and maintain an active automatic payment ("**Autopay**") enrollment. If Bank approves such request for Autopay, Bank will be authorized to withdraw from the Deposit Account at each payment due date, via electronic withdrawal ("**Debit**"), an amount equal to the payment due at that time (or make any electronic credits to correct any errors). Bank will not send a separate notice of payment following any Debit. You agree to maintain a balance in the Deposit Account sufficient to cover the Debit for each statement cycle. You further certify that the Deposit Account for Autopay was established primarily for business or commercial purposes and not primarily for personal, family or household use. If on that date there are insufficient funds to allow Bank to Debit your Deposit Account for that amount, Bank may at its option initiate one or more subsequent Debits to the Deposit Account to obtain payment. If we do not receive the payment on the payment due date, we will charge the Account the applicable late fee as provided in the Important Rates and Fees. We can accept late payments or partial payments, or checks, drafts, and money orders marked "paid in full", without prejudice to our rights under this Agreement, which are hereby explicitly reserved.

FINANCE CHARGE:

Without limiting your obligation to pay the full statement amount by the related monthly due date, a finance charge will be imposed on Purchases and Cash Advances, in each case in accordance with the process and rates described below and in the Important Rates and Fees to the extent not so paid.

When Interest Charges Begin

We charge interest starting on the date of a transaction, unless you are eligible for an interest-free period (also known as a "Grace Period") to repay your balance for Purchases before Interest Charges are imposed. We will apply a Grace Period on new Purchases if any of the following is true:

- 1) You paid your New Balance shown on your monthly statement for the previous Billing Cycle in full by the applicable payment due date; or
- 2) Your Previous Balance shown on your monthly statement is zero; or
- 3) Your Previous Balance shown on your monthly statement is a credit balance.

If none of these conditions are true, Finance Charges will be imposed on Purchases from the date they are posted to your Account. The next time you pay your entire New Balance in full by the payment due date, we will again apply a Grace Period to new Purchases. The Grace Period applies to Purchases only. Finance Charges on Cash Advances will be imposed at the applicable APR from the date each Cash Advance transaction is posted to your Account and will continue to accrue on unpaid balances as long as it remains unpaid.

Balance Calculations

We use the Average Daily Balance method to compute Finance Charges on your Account. We calculate Finance Charges separately for each balance category (e.g. Purchases, Cash Advances) (each a "Balance Category"). Different balances within a Balance Category may also be subject to different APRs.

Finance Charges

Finance Charges will be calculated using Daily Periodic Rates, which correspond to certain Annual Percentage Rates (APR), applicable to a particular Balance Category, and balances, if any, subject to any promotional offer (collectively referred to as "Promotional Offers").

Average Daily Balances for each Balance Category

Finance Charge amounts imposed during the Billing Cycle are determined by multiplying each of your (i) Average Daily Balance of Cash Advances, and (ii) your Average Daily Balance of Purchases by the applicable Daily Periodic Rate (1/365th of the applicable APR) for each day of the Billing Cycle.

To calculate the Average Daily Balance of Purchases (including new Purchases) for a given Billing Cycle, for each day of the Billing Cycle we take the beginning Purchase balance of your Account that day, add any new Purchases that post to the Account that day, and subtract any applicable payments or credits and unpaid Finance Charges that post to the Account that day. This gives us the daily balance for Purchases for each day of the Billing Cycle. Then we add up all those daily balances and divide by the number of days in the Billing Cycle. This gives us the Average Daily Balance for Purchases for that Billing Cycle.

To calculate the Average Daily Balance of Cash Advances (including new Cash Advances) for a given Billing Cycle, for each day of the Billing Cycle we take the beginning Cash Advance balance of your Account that day, add any new Cash Advances that post to your Account that day, and subtract any applicable payments or credits and unpaid Interest Charges that post to your Account that day. This gives us the daily balance for Cash Advances for each day of the Billing Cycle. Then we add up all those daily balances and divide by the number of days in the Billing Cycle. This gives us the Average Daily Balance for Cash Advances for that Billing Cycle.

APRs

Your Important Rates and Fees will disclose the standard APR applicable to different types of Balance Categories, including Purchases and Cash Advances.

If a standard APR is a variable rate, this will be specified in the Important Rates and Fees. If a variable rate, the following applies:

- The standard APR will vary based on (i) the "Prime Rate" and (ii) the applicable Margin as shown in your Important Rates and Fees.
- The "Prime Rate" used is the highest Prime Rate published in the "Money Rates" section of The Wall Street Journal two business days before the closing date shown on your billing statement (or if not published on that day, on the date of its next publication following that date). If the Prime Rate increases, the standard APR may increase. As a result, the Finance Charges may also increase.
- Any change to a standard Regular APR will apply to your Outstanding Balance (subject to the terms of any promotional rates) as of the first day of the Billing Cycle during which the change takes effect.

Any promotional APR or other term, the type of transactions or balances to which it applies (if it does not apply to all your balances), the period for which it is applicable, and other promotional terms, will be specified in the Important Rates and Fees or a separate promotional offer that we may make from time to time.

OTHER CHARGES THAT MAY BE IMPOSED:

Bank may assess all of the fees and other Charges to the Account as set forth in the Important Rates and Fees. In the event of a conflict between the Important Rates and Fees and this Agreement, the Important Rates and Fees shall supersede and govern. The Important Rates and Fees may be amended by Bank in the same manner as amendments to this Agreement. Without limiting the specifics of the Important Rates and Fees, such Charges may include:

Overlimit Fee. An Overlimit Fee may be imposed for each transaction that exceeds the applicable credit limit for a Card or the Account.

Annual Fee. An annual fee may be assessed for the maintenance of your Account, as disclosed in the Important Rates and Fees provided with your new Card.

Returned Item Charge. If a financial institution does not honor the check, ACH withdrawal, or other payment method used to pay amounts owing under the Account or Bank must return a check because it is not signed or is otherwise irregular, Bank may charge a return payment fee in the amount as disclosed in the Important Rates and Fees. For the avoidance of doubt, this return payment fee applies to each instance where a check, ACH withdrawal or other payment method used that is not honored.

Statement Copy Fee. If you request a copy of a monthly statement, we may charge your Account a fee in the amount as disclosed in the Important Rates and Fees. These charges cover the cost of locating, copying, and delivering the documents to you. If a request is related to a billing error and an error is found, we will reverse the statement copy fee(s).

Card Replacement Fee. We may impose a card replacement fee for each Card which is lost, stolen, or damaged. A rush fee may also be charged if an Administrator or a Cardholder requests the Bank to provide expedited delivery of a new or replaced Card. This fee may also be shown in the "Other Charges" section of the Account statement.

Cash Advance Fee. A Cash Advance Fee may be charged for each Cash Advance in the amount specified in the Important Rates and Fees.

ATM Fees. If you use an ATM to obtain a cash advance and the ATM is not operated by us, you may be charged an ATM surcharge by the ATM operator or an ATM network utilized for such a transaction. The ATM surcharge may be charged to your Account if you complete the transaction.

Attorney's Fees and Costs. If you default on any part of this Agreement, you agree to pay us all costs to collect your Account, including court costs and reasonable attorney fees and collection agency costs whether or not there is a lawsuit, and fees on any appeal and fees for bankruptcy proceedings, appeals, and any post judgment collection services, if applicable.

Foreign Transactions. Transactions in foreign currencies will be converted to U.S. dollars at the exchange rate determined by the Network or its affiliates in accordance with its operating regulations or conversion procedures. The currency conversion rate is generally either a wholesale market rate or a government-mandated rate in effect for the date of conversion, determined by the Network at its sole discretion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date your Card was used. An International Transaction Fee may be charged by the Bank for each Transaction made in foreign currencies and for each Transaction made in U.S. dollars at a merchant who is outside of the U.S. The International Transaction Fee is specified in Important Rates and Fees and is applied to the total transaction amount after conversion to U.S. dollars.

Custom Reporting and Data Transfer Fee. We may charge additional fees for optional data and reporting tools, including the Smart Data Tool for which a fee may be assessed for each month during which the tool is activated for you.

MONTHLY STATEMENTS AND DISPUTES:

Monthly Statements

Each month we will send you a statement reflecting the aggregate activity for the Card(s). Purchases, Cash Advances, payments, credits, and other Charges posted to the Account during the billing cycle will show in the "Account Summary" section of the statement. The amount of total minimum payment due and payment due date will show in the "Payment Information" section. The Bank may send the Cardholders an informational copy of their respective Card statements; provided that in all instances you shall remain obligated for the payment of the Account and Cardholder statements may be marked by Bank to indicate that no amount is due from the Cardholder. You (and Cardholders if sent statements) are responsible to promptly examine all activity on each statement and notify the Bank of any error. Regardless of the cause or Bank's fault, you shall be liable for any unauthorized or erroneous transaction or other error showing on a statement that is not reported to the Bank within sixty (60) days after the date the statement showing such transaction or error was first made available to you or a Cardholder. No statement is provided if there was no activity and no amount owing during the statement period.

Liability for Disputed Amounts

Bank is not responsible to discover or audit any possible breach of security, unauthorized disclosure, or unauthorized use of any Card or personal identification numbers or codes. Company will promptly notify Bank of any actual or suspected breach of security or unauthorized activity involving any Card or the Account. Company must establish, maintain, and follow commercially reasonable security procedures in connection with the Cards and the Account.

Notice of Disputes

Please communicate any billing disputes in writing to Bank at the address Banner Bank, PO Box 2181, Walla Walla, WA 99362. Please include your and the applicable Cardholder's names, Card number, dollar amount, payee, approximate date, reference number, and description of each suspected error or disputed transaction. Bank must receive a billing dispute or suspected error within sixty (60) days from the date of the billing statement. You are fully responsible for any charge not timely disputed, regardless of whether Bank's action or inaction contributed to such charge. Billing disputes include but are not necessarily limited to, failure to receive goods or services as agreed (e.g., quantity, location, timing); fraud, forgery, altered charges, or unauthorized charges; a charge with an unclear description; and calculation errors on the billing statement. A billing dispute or error does not include issues regarding the quality of goods or services a merchant provided, including issues regarding scope of work, warranty coverage, and similar matters; you and the Cardholder are responsible for handling any such dispute directly with the merchant. You may not assert such disputes against Bank and must still pay the total amount of the sales draft plus any related and appropriate Charges. Oral communications with Bank regarding disputed Charges or billings may delay resolution or may fail to preserve your rights.

ADMINISTRATOR(S):

Appointment and Powers of Administrator

You shall designate at least one Administrator to actively manage the Account and Cards on your behalf, with the initial Administrator(s) being as set forth in the Application. You may change the Administrator (or add or remove an additional Administrator) online or by contacting the Bank, and such action may be subject to such additional authorizations, verifications, and certificates as Bank may require. You agree and acknowledge that each such Administrator is duly authorized by you to act on your behalf with respect to the Account and Cards according to the type of access as defined in the Application, and Bank may rely on all directions and information Bank receives from an Administrator regarding the Account and Cards, including changes to credit limits, transaction disputes, and the issuance of Cards to one or more Cardholders.

Multiple Administrators

If more than one Administrator is identified on the Application or any subsequent Company Administrator Form, you agree that (i) the Bank may accept instructions from any Administrator, and (ii) if the Bank receives conflicting notices or requests from any one or more Administrator(s), the Bank may honor or refuse to honor any or all of the conflicting notices or requests, at its option, without giving any notice to the Administrator(s) whose notice or request is not honored, and the Bank will not be liable for taking or refusing to take any action with regard to any conflicting notices or requests.

Termination of Administrator

If any Administrator ceases to be an officer or employee of your business or otherwise ceases to have the full power and authority to act on your behalf you shall provide notice of such event to Bank within forty eight (48) hours. Bank shall take commercially reasonable efforts to terminate such Administrator's access rights and other authority with respect to the Account and Cards, but you shall remain responsible for any actions by such Administrator during the two (2) business days following Bank's receipt of your notice terminating such Administrator.

System Access

In addition to Card management services provided via phone or email, Bank may provide each Administrator with access to the "eZBusiness" or other replacement System in order to facilitate Program administration. Such access will be provided based on the level of access identified in the Application or otherwise at the time any Administrator is added or modified by you. You shall cause each Administrator to take reasonable steps to safeguard the security of any access credentials to eZBusiness or other Bank Systems that are made available to Administrators; provided that, to the maximum extent permitted by applicable law and the Network rules, you shall be responsible for any activity undertaken through the use of credentials issued to an Administrator. Bank may modify the functionality made available through eZBusiness from time to time or may replace or suspend the eZBusiness platform.

REPRESENTATIONS AND COVENANTS:

Your Power and Authority

You represent and warrant at all times while the Account is established that each of the Application and this Agreement constitutes your legal, valid and binding obligation.

Application by individual delivering the Application and your performance of this Agreement (i) do not breach any agreement of yours with any third party, (ii) do not violate any law, rule, or regulation, or any duty arising in law or equity applicable to you, (iii) are within your organizational powers, and (iv) have been authorized by all necessary organizational action by you. Upon request, you will promptly deliver to Bank duly executed certificates certifying: (i) true copies of your articles of incorporation (or other formation documents) and by-laws attached thereto, other than in the case of a sole proprietorship; (ii) true copies of all action taken by you to authorize the execution, delivery and performance of the Application and this Agreement; and (iii) the authority, incumbency and signature of the authorized officer delivering the Application, together with satisfactory evidence of the authority and incumbency of such person. Each such certificate shall be dated within thirty (30) days of delivery of same.

Card Requests

The Administrator may request Cards be issued to Cardholders through such forms as are approved by Bank, which requests shall include all information required by Bank, and shall be accompanied by such evidence of authority for the Card request as Bank may require. All Card requests shall be delivered to Bank in a secure, encrypted, or password protected format or by such other method as may be mutually agreed to by the parties. By submitting any Card request, you represent to Bank that the information contained therein is consistent with your own records concerning the listed Cardholder and that you have the authority from the related Cardholder to provide any Cardholder information (e.g. name, address, phone number) to Bank for use in connection with the Account. You represent that the Cards and Accounts to be issued and established under the Application and this Agreement will be sought and issued only in response to requests by Cardholders to you or following your obtaining the Cardholder's consent to having a Card issued.

Cardholder Identification

You represent and warrant that you will use commercially reasonable efforts to ensure that such Cardholder for whom you request Bank issue Cards and Authorized Users whom you authorize to use the Account are not identified on a prohibited government sanctions list or otherwise subject to a sanctions program applicable to Bank. Bank reserves the right to terminate and/or cancel the Account at any time, if Bank determines that an Account or Card has been issued to a person residing in a sanctioned jurisdiction or where the Cardholder's name, or the name of an Authorized User, appears on a government sanctions list applicable to Bank. You shall obtain and provide to Bank such information as Bank may reasonably request, for the purposes of investigating the identity of you or an actual or prospective Cardholder, and assisting in any review of Bank by a regulator with relevant jurisdiction. Any information provided by you to Bank shall be, to the best of your knowledge, information, and belief, accurate and complete in all material respects.

Cardholder Information.

You represent and warrant that by providing the mobile phone number and/or email address of Cardholder(s), (i) you have received consent from the Cardholder(s) to provide this contact information to Bank, or with respect to phone number, are financially liable for the phone account associated with such phone number, and (ii) that the Cardholder(s) have expressly consented to receive calls and/or text messages from us or any of our agents to the number(s) provided, including through an automated telephone dialing system and/or prerecorded or artificial voice messages and/or text messages, about authorized Card transactions. You agree to indemnify Bank from any and all losses, damages, and penalties arising out of claims or actions that such Cardholder did not consent. Failure to enroll in email or text fraud alerts may result in a negative Cardholder experience and delay in authorized transactions. Bank will not be liable for any fraud that occurs in the event that you have failed to implement appropriate recommended controls in connection with any Card or Account issued under this Agreement, including by opting out of fraud or similar alerts.

Telephone Monitoring.

You provide express consent and authorization for Bank to, as it may from time to time determine, monitor and/or record telephone calls regarding Accounts to assure the quality of Bank's service.

Terminated or Lost Cards.

You will immediately notify Bank of (i) any Card for which you no longer have use or (ii) any Card that you or any Cardholder knows or suspects has been lost, stolen, misappropriated, improperly used, or compromised. You acknowledge that failure to timely report such events to Bank may result in waiver or limitation of your rights to dispute transactions under the Network rules and applicable law. Notwithstanding the foregoing, if Bank issues you less than ten (10) Cards you shall not be liable for Unauthorized Use occurring before you notify Bank that exceeds the lesser of \$50 or the amount of money, property, labor, or services obtained by the Unauthorized Use. "Unauthorized Use" means a use that did not benefit either you or the Cardholder and was incurred by someone who is not the Cardholder or who did not have actual, implied, or apparent authority to use the Card or Account.

Change of Name or Address.

You agree to notify us within ten (10) days of any changes of your address and to give Bank at least thirty days advance notice prior to any change in your name, entity type, or jurisdiction of formation. Until we are notified that you or a Cardholder's billing address has changed, we will continue to send statements and other notices to the last address we maintained you or that Cardholder, as applicable.

APPLICATION OF PAYMENTS:

Payments to your Account will be applied in the following order: previously billed and unpaid finance charges, other Charges, then payments will be allocated to principal balances in the following order: first to the balance with the highest APR, then to the balance with the next highest APR, and so on.

CONDITIONS OF ACCOUNT USE.

The use of your Card and Account are subject to the following conditions:

Ownership of Cards.

Any Card or other credit instrument or device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or Account to another person.

Honoring the Card.

Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other credit instrument or device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.

Personal Identification Number.

We will issue each Cardholder a PIN for use with their Card. These numbers are issued to Cardholders for your security purposes. These numbers are confidential and should not be disclosed to third parties. You are responsible for Cardholders safekeeping of PIN. You agree not to permit Cardholders to disclose or otherwise make available your PIN to anyone not authorized to sign on your Accounts. To keep your Account secure, Cardholders should not write their PIN on the Card or keep it in the same place as the Card.

Virtual Cards

Subject to availability and any rules we or the Network may issue, Bank may at Company's request and at our option issue a Card number without a tangible Card, sometimes called a "Virtual Card." If a Virtual Card is issued, Virtual Cards may be limited to one-time use, have specific Transaction dollar limits, have specific credit limits, be limited to use at merchants of a certain type, or usable only on or within certain dates, or otherwise subject to limited uses as either required by Bank or requested by you and approved by Bank. Bank makes no representations or warranties that Virtual Cards can only be used within the limitations you request. You agree to observe any special procedures for the issuance, use, or security of Virtual Cards.

Digital Wallets

If Cardholders are provided the ability to provision Cards to a Digital Wallet, you should consider that there is risk of loss that may result from wireless transmission or loss of the mobile device. Bank is not responsible or liable for any function, malfunction, delays, or other problems, or any resulting loss, damage or liability from enrollment in or use of a Digital Wallet. Bank may condition the provisioning of any Card to a Digital Wallet on the Cardholder agreeing to additional terms and conditions for such Digital Wallet. Such agreement by the Cardholder shall also be deemed to be your agreement to such additional terms and conditions.

Rewards Program

If your Account and Cards participate in the Rewards Program such participation will be subject to the terms of the Rewards Program which will be separately provided to you. We may amend the terms of the Rewards Program to the same extent as changes to this Agreement.

DEFAULT AND TERMINATION:

Default.

You will be in default under this Agreement if any of the following occur: (a) any minimum monthly payment is not made when due; (b) you become insolvent, bankrupt, or you die or cease operating; (c) you violate any part of this Agreement, or any other agreement with us; (d) you, without Bank's prior written consent are consolidated, merged or subject to a change in control of ownership or you sell or spin off any of your material assets or affiliates; (e) you default in the payment or performance of any term or condition of any credit agreement, note, security agreement or other similar agreement with a party other than Bank; or (f) if we believe in good faith that the payment or performance of your obligations to Bank are impaired for any reason. We will notify you in writing of any such action as soon as practical if it occurs. Upon default, we may (i) terminate this Agreement and close all Accounts, cancel any Cards that may have been issued, deny access to distributed Card management platform (or other Bank web portal), and/or cancel or refuse to honor any outstanding transactions, (ii) suspend the ability to make Purchases, Cash Advances or other transactions using the Cards, and/or (iii) declare the entire unpaid balance immediately due and payable, and you agree to pay that amount plus any attorney's fees and costs including collection agency cost incurred by us. We can delay enforcing any right under this Agreement without losing that right or any other right.

Termination.

Without limiting the foregoing or any other provision in this Agreement, Bank may limit, suspend, or terminate your or a Cardholder's privileges under the Account and any Card at any time upon thirty (30) days' notice. You may suspend or cancel a Card at any time for any reason or no reason. A Cardholder may cancel an assigned Card at any time by returning the Card to you. You agree to, and to cause Cardholders to, surrender the Card upon request of the Bank. Upon termination of this Agreement and the Account, all amounts outstanding under the Account shall be immediately due and payable, without further demand or notice. You shall remain liable for all Charges incurred or arising by virtue of the use of a Card prior to the termination date.

CREDIT INFORMATION/FINANCIAL STATEMENTS:

You shall promptly submit current financial information to the Bank any time upon request, including audit materials (if available). You hereby authorize the Bank to obtain credit reports in your name prior to the opening of any Account and at any time while an Account is open or balances remain outstanding under an Account. The Bank may report its credit experience to third parties to the extent permitted by applicable law. The Bank will protect the privacy of your financial information according to its usual banking confidentiality policies and applicable law; provided that Bank may disclose information to third parties about the Account and/or Card transactions in order to process transactions or otherwise perform Bank's obligations under this Agreement, to verify or report upon 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 your written permission. Card transactions are deemed to be those of you and not personal transactions of a Cardholder. Therefore, Bank may furnish information concerning the use of the Card to you. In addition, you may furnish Bank information concerning Card reimbursements received, and the Cardholder's employment status. Bank may also share information relating to Card transactions with the Network and other Bank services providers in connection with operation of the Cards.

NOTICES:

Billing Items

Billing statements will be sent to you at the mailing address shown in Bank's files or by an electronic statement to the email address for you shown in Bank's files. Bank can provide any notice required under this Agreement or required by law at such mailing or email address, or as permitted by law, by telephone at any telephone number for you provided to Bank. Such notices may refer to a link on Bank's website and you agree to access such link and read the content on the webpage to which you are directed or to contact Bank to receive a hardcopy of such notification. You agree to inform Bank promptly in writing of any change in address, email address or telephone number. Bank may, at its discretion, accept address corrections from the United States Postal Service. All notices, requests and other communication from you to Bank must be directed to: Banner Bank, PO Box 2181, Walla Walla, WA 99362, or by calling 1-855-891-4821.

Servicing Communications

You authorize Bank and its agents to contact you at any telephone numbers you provide on the Application or that you provide to Bank thereafter, including a ported landline, cellular phone, mobile phone, or similar device, regarding payments due, Account activity, Account information, or for other purposes we deem necessary, in accordance with applicable law. You authorize Bank or any of its agents to send emails to the addresses you provide Bank on the Application or otherwise. You may be charged by your wireless provider for data, phone usage, or minutes. You authorize Bank or any of its agents to leave a message with a person or on a voice mail, answering machine, or answering service that answers the number(s) you provided to Bank. You also authorize Bank or any of its agents to send U.S. postal mail to the addresses you provide to Bank on the Application or otherwise. Bank can also contact other persons you listed on the Application, including guarantors or persons you designate as Authorized Users or Administrators, to find out information about you and how to contact you in the event Bank is unsuccessful in contacting you as described above.

LIMITATION OF LIABILITY:

BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES PROVIDED TO YOU OR ANY CARDHOLDER WITH RESPECT TO THE ACCOUNT, THE CARDS, AND THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL BANK SERVICES ARE PROVIDED "AS IS," "WHERE IS," AND WITHOUT RECOURSE TO BANK TO THE EXTENT PERMITTED BY LAW. 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 YOUR OR A CARDHOLDER'S USE OF THE CARDS, THE ACCOUNT OR THESE TERMS 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 THE AGREEMENT, AND SUBJECT TO APPLICABLE LAW, YOU AND ANY GUARANTOR AGREE TO INDEMNIFY, DEFEND, AND HOLD BANK HARMLESS AGAINST ANY THIRD PARTY CLAIM ARISING FROM, OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, YOUR USE OF THE CARDS, THE ACCOUNT, THIS AGREEMENT, OR ANY RELATED SERVICE PROVIDED BY BANK.

CHANGE IN TERMS:

We have the right to change any terms and conditions of this Agreement, including the Important Rates and Fees, Rewards Program terms, and any other terms that are expressly incorporated herein, at any time. If we do so, we will notify you in writing if required by law (in which case, changes will be effective on the date specified in the notice). Unless otherwise specified by Bank, changes to the Important Rates and Fees will apply to new activity and balances of your Account following the effective date provided for such changed term and the previously existing terms will apply to any transactions posted to your Account prior to the effective date of the change. Unless otherwise specified by Bank, other changes to the terms and conditions of this Agreement will apply to your Account and Cards as of the date provided to you. In any event, use of your Account after the date of the change will confirm that you agree to the change.

TRANSFERS:

We may transfer all or part of your Account or any Account balance, along with our rights under this Agreement, to another person or entity. That person or entity will then be entitled to enforce our rights under this Agreement. You may not transfer your rights or obligations under this Agreement or in relation to the Account.

GOVERNING LAW:

This Agreement will not take effect until it is approved by us. This Agreement shall be governed by the laws of the State of Washington, regardless of where you reside.

ARBITRATION:

PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

Except as expressly provided below, any controversy that arises out of or is related to (a) this Agreement (including any dispute over the validity of this Agreement to arbitrate disputes or of this entire Agreement), or (b) your Account, or (c) any relationship resulting from this Agreement, or (d) any insurance or other service related to your Account, or (e) any other agreement related to your Account or any such service, or (f) breach of this Agreement or any other such agreement, whether based on statute, contract, tort or any other legal theory, in which the aggregate amount in controversy for all claimants exceeds \$15,000 including interest and attorneys' fees (any Claim) will be settled on an individual basis by binding arbitration under the Federal Arbitration Act ("FAA"). Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute regarding whether a particular controversy is subject to arbitration will be decided by the arbitrator(s). If any part of the damages or other relief requested is not expressly stated as a dollar amount, the controversy will be a Claim that is subject to arbitration. You and we acknowledge and agree that the Transactions contemplated by this Agreement, and any controversy that may arise under or relate to this Agreement, your Account, or the services or other agreements described above, involve "commerce" as that term is defined and used in the FAA. The arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules (the "Arbitration Rules"). We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. The Arbitration Rules permit you to request deferral or reduction of the administrative fees of arbitration if paying them would cause you a hardship. Any in-person arbitration hearing will be held in Washington State, where our employees and records of your Account are located. Each arbitrator shall be a licensed attorney who has been engaged in the private practice of law continuously during the ten years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction. The arbitration award shall award only such relief as a court of competent jurisdiction could properly award under applicable law, including attorneys' fees if allowed by applicable law or agreement, and may award to the prevailing party all pre- and post-award expenses of arbitration. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. The filing of a demand for arbitration in accordance with the Arbitration Rules will be deemed the commencement of an action for purposes of any applicable statute of limitations. There will be no class Claims—Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and us.

This Agreement does not limit the right of you or us, whether before, during, or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off or repossession and sale of collateral, or to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the party seeking relief pending the arbitrator's determination of the merits of the Claim. The taking of any of the actions described in the preceding sentence by either party or the filing of a court action by a party shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action. This Agreement to arbitrate disputes will survive the closing of your Account and the termination of your Agreement with us.

Please read this arbitration agreement carefully. It limits or waives certain of your rights. With respect to claims that you are agreeing to arbitrate pursuant to this Agreement, you are waiving your right to bring a court action and to have a jury trial. There will be no class claims in arbitration. Discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. Certain other rights you have in a court proceeding also may not be available in arbitration.

BY USING YOUR CARD OR ACCOUNT, YOU ACKNOWLEDGE THAT (1) YOU HAVE RECEIVED AND HAVE READ A COMPLETED COPY OF THIS AGREEMENT (2) YOU UNDERSTAND THIS AGREEMENT AND (3) YOU AGREE TO ITS TERMS, INCLUDING THE ARBITRATION PROVISION.