

COMMERCIAL CREDIT CARD AGREEMENT

F03-U524-8

Your Charge Card ("**Commercial Card**") is issued by Citizens Bank, National Association. Read this Agreement thoroughly. This Agreement, as modified from time to time, governs your use of the Commercial Card and the Account ("**Cardholder Account**") issued in connection with the Commercial Card.

1. **DEFINITIONS.** As you read this Agreement, remember that the following words have the following meanings:

- (a) "**Charges**" refers to all amounts charged to your Cardholder Account including, without limitation, Purchases, Cash Advances, any transaction in which you have evidenced an intention to make a Purchase or obtain a Cash Advance, Charges and fees, and any other monetary obligations associated with the Cardholder Account.
- (b) "**Company**" refers to your employer, the business entity that has requested us to issue the Commercial Card to you.
- (c) "**Company Account**" means the Account we have established in the Company's name and in connection with which we have issued your Commercial Card and Cardholder Account.
- (d) "**We**," "**our**," or "**us**" refers to Citizens Bank, N.A., the issuer of the Commercial Card, or its assigns.
- (e) "**You**" or "**your**" refers to the person named on the Commercial Card.

2. **ACCEPTING THE AGREEMENT.** If you agree to be bound by this Agreement, you should sign the Commercial Card as soon as you receive it. If you do not wish to be bound by this Agreement, do not use the Commercial Card, cut the Commercial Card in half, and return the pieces to your Program Administrator. Your use of the Commercial Card will also indicate your acceptance of the Commercial Card and the terms of this Agreement. Any use of the Account number without the Card, however initiated, shall be deemed to be use of the Card.

3. **USE OF THE COMMERCIAL CARD.**

Your Commercial Card may include one or more of these features:

- (a) **Purchases.** You, any Authorized User, or Sub-account, can use your Card(s) to purchase or lease goods and services for your business at any merchant who honors your credit card(s). All purchases are to be used for business purposes only. You will owe us the total amount shown on each sales slip. This amount will appear in the Purchases & Other Debits section of your monthly statement. You, your Authorized User(s), or Sub-account(s), may not use your Card(s) as payment for any illegal Purchases (including, but not limited to, online gambling transactions).

- (b) **Cash Advances.** In this Agreement, Cash Loans, ATM Loans, and Cash Advance Fees will be referred to as "Cash Advances."

- (i) **Cash Advances and ATM Loans.** You can use your Card to obtain Cash Advances from any financial institution or merchant that accepts your Card and processes the transaction. The minimum amount of any Cash Advance you can obtain in this manner is \$20. The total amount of Cash Advances you can obtain from financial institutions and merchants in one day is \$25,000 or the available amount of your Cash Advance limit, whichever is less. You can also use your Card and personal Identification number (PIN) to get a Cash Advance from any automated teller machine (ATM) that accepts your Card. The total amount of Cash Advances you can obtain from ATMs in one day is \$1,200 or the available amount of your Cash Advance Limit, whichever is less. We or the operators of ATMs may place additional limitations and requirements on Cash Advances you may obtain from ATMs. Authorization for Cash Advances over a certain dollar amount or number may be refused under certain circumstances even though you have Available Cash. These restrictions may be for security or other reasons, including: (A) The ATM or other electronic authorization system is not working properly; (B) your Card or PIN has been reported lost or stolen or has been canceled; (C) the financial institution, merchant or ATM does not have enough cash; and (D) circumstances beyond our control, such as a power outage.

- (c) **Currency Conversion on Foreign Transactions.** Visa® or MasterCard® will convert any Purchase or Cash Advance made in a foreign currency into a U.S. Dollar amount before the transaction is posted to the Account, Sub-account, or any Authorized User. The exchange rate between the transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing international transactions is a rate selected by Visa or MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa or MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by us.

- (d) **Obtaining Credit Without Your Card.** You can make Purchases or obtain Cash Advances without using your Card (such as for Internet, mail order, or telephone transactions). If you do so, you will be responsible for the amount of each transaction and any applicable fees as if you had used your Card.

- (e) **Business Purposes Only.** All Purchases, Cash Advances, and other Advances under this Agreement are to be used for business purposes only. You have the responsibility to ensure that all Purchases and Advances are consistently and exclusively used for business-related purposes and that all Balances are repaid through the cashflow of the business. If any non-business Purchase, Cash Advance, Special Advance, or other non-business related usage is detected, we have the right to terminate this Agreement without prior notice.

You agree that we may disable any Cash Advance feature or terminate or suspend your use of ATMs or other electronic terminals without cause or prior notice. We are not liable for the refusal of any merchant to accept or honor the Commercial Card for any reason, including the inability to obtain authorization for the Purchase, or for any failure to complete a transaction at an ATM for any reason.

4. **BUSINESS PURPOSE; ILLEGAL TRANSACTIONS.** You agree to use the Commercial Card, whether to obtain Purchases or Cash Advances, for the authorized business purposes of the Company only and not for your personal, family, or household purposes. You also agree to use the Commercial Card only in accordance with the Company's policies and procedures, including, but not limited to, any procedures relating to the submission of expense reports. You may not use your Commercial Card or the Cardholder Account as payment for any illegal Purchases (including, but not limited to, online gambling transactions).

5. **LIABILITY.** If the Company has asked us to bill you directly for the use of your Commercial Card and your Cardholder Account, you understand and agree that you will be personally liable to us for any Charges resulting from your use of the Commercial Card or your Cardholder Account, whether or not the Company has assumed some or all of the liability for such Charges. To the extent that the Company has assumed any liability for such Charges, you and the Company will be jointly liable for such Charges. You may consult the Company's Commercial Card Program Administrator to find out whether the Company has asked us to bill you directly and the extent of liability assumed by the Company.

6. **NOTICE OF LOSS, THEFT OR UNAUTHORIZED USE.** No other person is permitted to use your Commercial Card or Cardholder Account for Charges, for identification, or for any other reason. You agree to notify us immediately upon learning of the loss, theft, or possible unauthorized use by a third party of the Commercial Card. You may notify us by calling 1-800-443-0164. (From outside the United States, please call collect 1-636-722-7111.) You also agree to notify your Program Administrator as soon as possible after learning of the loss, theft, or possible unauthorized use of your Commercial Card. If you are personally liable for the use of your Commercial Card and your Cardholder Account (see Section 5 of this Agreement, above), you will not be liable for any unauthorized use that occurs after you notify us of the loss or theft of your Commercial Card or the possible unauthorized use of your Commercial Card and/or Cardholder Account. In any case, your liability for unauthorized use of the Card by a third party will not exceed the lesser of \$50.00 or the amount of money, property, or services obtained by such unauthorized use of the Commercial Card before we are notified. Although such use of the Commercial Card and the Cardholder Account is prohibited under this Agreement, you will be liable for your use of the Commercial Card or the Cardholder Account for personal, family, or household purposes. In addition, if you permit anyone to use the Commercial Card or to otherwise access the Cardholder Account, such use of the Commercial Card or access to the Cardholder Account will be considered authorized use.

7. **CREDIT LINE; CASH ADVANCE LIMIT, COMPANY CREDIT LIMIT.** The Company will establish a credit line for your Cardholder Account ("**Credit Line**"). Either we or the Company may, at any time, change your Credit Line. You agree that you will not use your Commercial Card or your Cardholder Account in any way that would cause the total outstanding amount of Charges on your Cardholder Account to exceed your Credit Line. We are not obligated to accept any Charges on your Cardholder Account if the total outstanding Charges on your Cardholder Account would exceed your Credit Line; but, if we do, and if you are personally liable for your use of the Commercial Card and the Cardholder Account (see Section 5 of this Agreement, above), you agree to repay all such Charges in accordance with the terms of this Agreement.

If you are permitted to obtain Cash Advances, the Company may establish a limit on the amount of Cash Advances that you may obtain under the Account ("**Cash Advance Limit**"). We or the Company may, at any time, change your Cash Advance Limit. You agree that you will not use your Commercial Card or your Cardholder Account to obtain Cash Advances that would cause the total outstanding amount of Cash Advances to exceed the Cash Advance Limit. If you exceed the Cash Advance Limit, we may, without notice, suspend your privilege to use your Cardholder Account. We are not, under any circumstances, obligated to honor a request for Cash Advances if the Cash Advance Limit has been exceeded; but, if we do, and if you are personally liable for your use of the Commercial Card and the Cardholder Account (see Section 5 of this Agreement, above), you agree to repay all such Cash Advances, plus other applicable Charges, in accordance with the terms of this Agreement. Your Cash Advance Limit is a portion of your total Credit Line and is only available to the extent that you have an amount available under your Credit Line.

We will establish and notify the Company of a credit limit for the Company Account ("**Company Credit Limit**"). We also reserve the right to deny authorization of any Charge on your Cardholder Account if the Company Credit Limit is or would be exceeded even if the Charge is within your Credit Line or your Cash Advance Limit.

8. **STATEMENTS.** If you are responsible for the payment of all or a portion of your Cardholder Account (see Section 5 of this Agreement, above), we will send you a Statement ("**Statement**") on a periodic basis showing the amount you owe. The Statement will show separately the Purchases and Cash Advances, if any, that have been posted to your Cardholder Account since your last Statement, plus all other Charges posted to your Cardholder Account during the billing period. If the Company is responsible for payment of all Charges on your Cardholder Account, you may receive a statement of activity which reflects the Charges on your Cardholder Account but is for information purposes only and not a bill for payment.

9. **PAYMENT.** If you are responsible for the payment of all or a portion of your Cardholder Account (see Section 5 of this Agreement, above), you agree to the following:

- (a) Upon receipt of the Statement, you promise to pay us the "Amount Due" shown on your Statement. The "Amount Due" will be the full amount necessary to pay the entire Balance of your Cardholder Account, including without limitation the following amounts: (i) the total of all Purchases and Cash Advances charged to your Cardholder Account during the prior billing cycle; (ii) the fees and other Charges you have agreed to pay (see Section 11, below); and (iii) all other Charges posted to your Cardholder Account.

Payments may be mailed to the address shown on your Statement. Payments made by mail must be accompanied by the return portion of your Statement. Payments received at the address shown on your Statement before 2:00 p.m. on any business day will be credited by us on that day. Payments received after this time will be credited on the next business day. Our business days are Monday through Friday, excluding federal holidays. Payments received on non-business days will be credited on the next business day, and applicable Finance Charges will continue to accrue. Payments can be made only at the address provided on the Statement. There may be a delay in crediting payments received at any location other than the address shown on your Statement until properly received. There may also be a delay in crediting payments received if the return portion of your Statement does not accompany your payment or if the return portion of your Statement is damaged and we are unable to identify your Account number.

Payments must be made in U.S. Dollars drawn on a federally insured depository institution located in the United States. **We may apply payments to the amounts you owe in any order that we choose.** We may, at our sole option and without notice to you, change the order in which we apply payments. You agree to this.

If you send us a check, it may be converted into an Electronic Funds Transfer (EFT). This means we will copy your check before we destroy it and use the account information on it to electronically debit your bank account for the amount of the check. The debit from your bank account will usually occur within 24 hours and will be shown on your bank account statement from which your check was drawn. You will not receive your original check back. If the EFT cannot be processed for technical reasons, you authorize us to process the copy in place of your original check. If the EFT cannot be completed because of insufficient funds, we may try to make the transfer up to two times. If the EFT still cannot be completed because the EFT was derived from your check, this will be treated as if your payment check had been returned to the Bank as unpaid and you will be subject to and charged the applicable Returned Check Fee.

JOB SPECS:

Flat Size:
6.75" x 13.5"

Finished Size:
6.75" x 3.625"

Colors:
Front: **Black, PMS 376**
Back: **Black**

Bleed: Yes

Note: None

Any conditional check, money order, or any other instrument tendered with a restrictive endorsement or as a full satisfaction of a disputed debt must be sent to our address for billing error notices shown on each Statement and must conspicuously state on the face of that payment or in an accompanying letter that it is tendered for this purpose. If you make payment in any other way and we accept it, we will not have waived our right to collect any amount from you owed under this Agreement.

In addition to accepting payments by mail, we may permit you to make payments by electronic means, including by telephone or Internet, subject to any terms we may impose on these alternative methods of payment, including charging a fee for such service of which we will inform you at that time. If you choose to pay by any of these means, you agree to pay this service fee. Payments made online before 1:00 p.m. ET and payments made by telephone by 11:59 p.m. ET on any business day will be credited the same day. Payments made after this time will be credited for the next business day and any applicable Late Fees will continue to accrue.

- (b) In addition to the payment obligations described in Subsection 9(a), you agree to pay us immediately, upon our request, the full amount of any outstanding Balance exceeding your Credit Line or Cash Advance Limit.
- (c) You agree to make all payments described in Subsections 9(a) and 9(b) of this Agreement on the dates such payments are due, whether or not the Company has reimbursed you for any or all of the Purchases, Cash Advances, or Charges identified on your Statement.

10. CREDIT BALANCE. If your New Balance is a credit balance, we will refund the amount of the credit to you promptly; if you request us to do so in writing, or as required by law. If you have a credit balance that is less than \$1,000 or such other amount as we may determine, you may be able to request a refund over the telephone. If you have a credit balance at the end of a billing cycle and you have any unpaid Purchases, Cash Advances, or Charges, we may transfer the credit balances to such balances. Credit balances will not increase the amount of credit available to you from your Account.

11. FEES AND CHARGES. If you are responsible for the payment of all or a portion of your Cardholder Account (see Section 5 of this Agreement, above), you agree to pay us the following fees and Charges:

- (a) **Annual Fee. Intentionally omitted.**
- (b) **Late Payment Fee.** If you fail to make any required payment by the payment due date, you agree to pay us a Late Fee equal to **three percent (3%)** of the previous statement Balance of your Cardholder Account, subject to a minimum amount of \$10.
- (c) **Cash Advance Fee.** Each time you obtain a Cash Advance (if permitted), you agree to pay us a Cash Advance Fee equal to \$2 or 2% of advance, whichever is greater, with a cap of \$20 per advance.
- (d) **Foreign Transaction Fee.** When you use your Card in another country to obtain cash or to purchase goods or services, we will charge your Account a Foreign Transaction Fee equal to our Issuer Fee of **two percent (2%)** of the U.S. Dollar amount of the transaction, plus a Card Association Fee: (i) for Visa Card transactions in another country, we will charge your Account a Card Association Fee of **one percent (1%)** of the U.S. Dollar amount of the transaction; (ii) for MasterCard transactions in another country that are made in U.S. Dollars, we will charge your Account a Card Association Fee of **eight-tenths of one percent (0.8%)** of the U.S. Dollar amount of the transaction; or (iii) for MasterCard transactions in a currency other than U.S. Dollars, we will charge your Account a Card Association Fee of **one percent (1%)**. The Issuer Fee is a **FINANCE CHARGE**.
- (e) **Returned Payment Check Fee.** If your payment (whether by check, EFT or other method) is returned to us unpaid because of insufficient funds, we may charge your Account a Returned Check Fee of **\$20**.

12. CANCELLATION OR SUSPENSION. Regardless of whether an event of default has occurred, we may cancel or suspend your privilege to use the Cardholder Account, terminate your Cardholder Account, or lower your Credit Line at any time for any reason, and we will give you only such notice as is required by law. We may also terminate or suspend your use of ATMs or other electronic terminals without cause or prior notice. If your Cardholder Account is suspended, it may be returned to active status with or without notice to you and at our sole discretion. In addition, the Company may request that we cancel your Cardholder Account at any time. Your Cardholder Account will be canceled automatically if the Company Account is canceled or terminated. After cancellation or suspension of your Cardholder Account, you remain responsible for amounts owed on the Cardholder Account in accordance with the terms of this Agreement.

13. TERMINATION AND ACCELERATION. We may, at our sole option, terminate your Cardholder Account and demand that the total Balance of your Cardholder Account be paid in full under the following circumstances:

- (a) You fail to comply with the terms of this Agreement;
- (b) You become insolvent or bankrupt or die;
- (c) You exceed the maximum Credit Line or Cash Advance Limit on your Cardholder Account;
- (d) You or the Company use a check or Instrument for payment which is dishonored;
- (e) Payment for Charges is past due;
- (f) We have evidence or a reasonable belief that an improper use of your Commercial Card or Cardholder Account has been or may be made;
- (g) We have evidence or a reasonable belief that the Company is unable or unwilling to meet all of its obligations, including, but not limited to, those relating to the Company Account; or
- (h) The Company Credit Limit has been exceeded.

We may also enforce any of our other legal rights, including the right to charge court costs and reasonable attorney fees as permitted by law. Late Payment Fees will continue to accrue on all Charges which are past due until such Charges have been paid in full.

14. RETURN OR SURRENDER OF COMMERCIAL CARD. If we terminate your Cardholder Account, you must destroy your Commercial Card or return it to your Program Administrator. If the Company asks you to surrender your Commercial Card to it for any reason, you must do so. If a merchant that accepts the Commercial Card asks you to surrender your expired or terminated Commercial Card, you must do so. You may not use the Commercial Card after it has expired, after we have terminated or suspended your Cardholder Account, or after your employment with the Company has ended, but, if you do, you will be liable for any such use.

15. FOREIGN EXCHANGE/CURRENCY CONVERSION. If you use your Card or Account in another country to obtain cash or to purchase goods or services in a currency other than U.S. Dollars, Visa or MasterCard (whichever applies) will convert the amount of the Charge in foreign currency into a U.S. Dollar amount. To make this conversion, Visa or MasterCard will use the procedure set forth in its respective operating rules. Those rules provide that Visa or MasterCard may make the conversion to U.S. Dollars using either a (a) government-mandated rate or (b) rate selected by Visa or MasterCard, as applicable, from a range of rates available in wholesale currency markets. In either case, the rate used will be the rate in effect on the applicable central processing date Visa or MasterCard, as applicable, processes the transaction, increased by the Foreign Transaction Fee (Issuer Fee and the Card Association Fee set forth in Section 11 (d) as applicable). The currency conversion rate in effect on the processing date may differ from the rate in effect on the date of your transaction. You agree to accept and pay the U.S. Dollar amount converted from a foreign currency as provided in this Section. For Visa card transactions, if a credit is subsequently given for a transaction, Visa will use the currency conversion procedure described above. The currency conversion rate in effect on the original transaction date may differ from the rate in effect on the date the transaction credit was issued. We will deduct three percent (3%) (the Issuer Fee and the Card Association Fee as described above in Section 11 (d)) of the Transaction Fee from this amount. This means that the amount of the credit may be different from the amount that was originally charged to your Account for the transaction. For MasterCard card transactions, if a credit is subsequently given for a transaction, MasterCard will use the currency conversion procedure described above. The currency conversion rate on the original transaction date may differ from the rate in effect on the date the transaction credit was issued. We will deduct the Card Association Fee and the Issuer Fee described above in Section 11 (d) from this amount. This means that the amount of the credit may be different from the amount that was originally charged to your Account for the transaction.

16. DISPUTES. If you have any questions, problems, discrepancies, or disputes concerning Charges on your Cardholder Account, you should notify your Program Administrator. Your Program Administrator must contact us within sixty (60) days from the Closing Date of the Statement on which such Charges first appear. After your Program Administrator contacts us, we will take all reasonable and appropriate steps to provide the information you request or to resolve your dispute. If you are responsible for the payment of all or a portion of your Cardholder Account (see Section 5 of this Agreement, above), you do not have to pay any amount in question while we are investigating your inquiry, but you must pay the parts of your bill that are not disputed. No Late Fees will accrue because of the disputed amount pending resolution of the dispute, although such fees may be imposed retroactively if it is determined that the disputed amount is properly payable. We are not responsible for any problem you have with any goods or services you purchase with your Commercial Card or Cardholder Account. **In the event of conflicting provisions between this Agreement and the Commercial Card Program Agreement, the Commercial Card Program Agreement shall control as to the extent of the conflicting language.**

17. RENEWAL CARDS. Unless otherwise revoked or terminated, your Commercial Card and Cardholder Account will be valid through the expiration date printed on the face of the Commercial Card. By accepting the issuance of the Commercial Card, you are requesting that we issue you a renewal Commercial Card before the current Commercial Card expires. We may continue to reissue your Commercial Card but are not obligated to do so.

18. TELEPHONE MONITORING. To help ensure quality customer service, your calls may be monitored or recorded for training and quality-control purposes. All calls you make are treated confidentially.

19. ASSIGNMENT. We may assign your Cardholder Account and our rights under this Agreement without prior notice to you.

20. APPLICABLE LAW. The rights and obligations between you and us concerning the Commercial Card and Cardholder Account are governed by and interpreted according to federal law and the laws of the state of Pennsylvania, without regard to the conflict of laws principles. Any dispute between you and us will be decided under the laws of the state of Pennsylvania.

21. CHANGING THIS AGREEMENT. We have the right to change and/or add to the terms of this Agreement, including changing or adding to the fees and Charges described in Section 11, above. We will give you notice of the change, to the extent required by applicable law, at the last address for you shown in our records.